



FORMS – APPROVED

AUGUST 5, 2019

BUSINESSOWNERS

LI-BP-2019-072

## NEW HAMPSHIRE SUPPLEMENT TO BUSINESSOWNERS UNMANNED AIRCRAFT ENDORSEMENT OPTIONS FILED AND APPROVED

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### KEY MESSAGE

Forms supplement to filing [BP-2016-ODNFR](#) in New Hampshire filed and approved.

This supplement complements the multistate forms filing, which is attached to circular [LI-BP-2016-065](#).

**Filing ID:** BP-2016-ODNFR

**Effective Date:** 3/1/2020

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### BACKGROUND

In circular [LI-BP-2016-065](#), we announced the submission of forms filing BP-2016-ODNFR, which introduced new Businessowners multistate endorsements generally addressing certain liability exposures related to unmanned aircraft and advised that we would be submitting state-specific supplements.

In circular [LI-BP-2016-111](#), we provided final copies of the new multistate endorsements.

In circular [LI-BP-2016-179](#), we provided an advisory sample notice to policyholders with respect to these endorsements.

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### ISO ACTION

In addition to the multistate material, we are providing the attached New Hampshire forms supplement to multistate filing BP-2016-ODNFR.

Refer to the attached explanatory material for complete details about the supplement.

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### INSURANCE DEPARTMENT ACTION

The New Hampshire Department of Insurance has approved this revision as filed.

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### EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies **written** on or after March 1, 2020.

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## COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number [BP-2016-ODNFR](#), not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

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## RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- Additional information will be required from a policyholder to complete a schedule on a form.
- A new edition date of an existing form number is being introduced.
- New forms are being introduced.

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## POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2018-044](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

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## REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 3-20 (or the earliest possible subsequent date), along with any new and/or revised forms.

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## RELATED RULES AND LOSS COSTS REVISIONS

We are announcing in separate circulars the implementation of corresponding rules and loss costs revisions. Please refer to the Reference(s) block for identification of each circular.

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## REFERENCE(S)

- [LI-BP-2019-074](#) (08/05/2019) New Hampshire Loss Costs Revision To Be Implemented
- [LI-BP-2019-073](#) (08/05/2019) New Hampshire Supplement To Multistate Rules Revision To Accommodate New Unmanned Aircraft Endorsements To Be Implemented
- [LI-CL-2018-044](#) (11/27/2018) Revised Lead Time Requirements Listing

- [LI-BP-2016-179](#) (12/02/2016) Advisory Sample Notice To Policyholders For Businessowners Multistate Unmanned Aircraft Endorsements Furnished
- [LI-BP-2016-111](#) (08/02/2016) Businessowners Endorsements (Edition 12 16) Available
- [LI-BP-2016-065](#) (05/31/2016) Businessowners Multistate Introduction Of Unmanned Aircraft (Drones) Liability Endorsement Options Being Filed; Implementation Pending

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### ATTACHMENT(S)

- New Hampshire Supplement to Filing [BP-2016-ODNFR](#)
- Final copy of New Hampshire endorsement [BP 01 13 03 20](#)
- [Status report](#)

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# New Hampshire Supplement To The Businessowners Unmanned Aircraft Endorsement Options Introduced

## About This Filing

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This supplement addresses state-specific provisions to complement changes introduced in the multistate portion of this filing.

### Revised Form

We are revising the following form:

- ◆ BP 01 13 12 19 New Hampshire Changes

We have used a format of ~~striking-through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced edition to the 03 20 edition. Concurrent with implementation, the 03 20 edition will supersede the prior edition.

### Related Filing(s)

- ◆ BP-2016-ODNRU (Rules)
- ◆ BP-2019-RLC1 (Loss Costs)

## Background

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In the multistate section of this filing, we are introducing new multistate endorsements for the Businessowners Program.

## Explanation of Changes

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### BP 01 13 New Hampshire Changes

We are revising this mandatory endorsement to address New Hampshire-specific provisions that apply when newly introduced multistate endorsements BP 15 11 or BP 15 12 are attached to a policy, or not.

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## Important Note

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
INFORMATION SECURITY PROTECTION ENDORSEMENT

### **SCHEDULE**

<b>Premises Number</b>	<b>Building Number</b>	<b>Total Limit Of Insurance Permitted On The Building</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. The following are added to Section I – Property:**

**1. Other Insurance On Buildings**

- a.** You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Property Limit of Insurance for this Policy, is limited to the amount shown in the Schedule or in the Declarations as applicable to this Endorsement.

**b. Buildings Insured For A Specified Amount**

If there is other insurance that covers buildings insured for a specified amount at the premises described in the Declarations, the following applies with respect to loss or damage to buildings and supersedes any provision to the contrary:

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, subject to the following:

- (1)** If a covered building insured for a specified amount is totally destroyed by fire or lightning, we will not pay more than the least of the following:
  - (a)** The Limit Of Insurance shown in the Declarations applicable to such building; or

- (b)** The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance; and

**(2)** If a covered building insured for a specified amount is:

- (a)** Partially destroyed by fire or lightning; or
- (b)** Totally or partially destroyed by any covered cause of loss other than fire or lightning;

then we will not pay more than the least of the following:

- (i)** The Limit Of Insurance shown in the Declarations applicable to such building;
- (ii)** The difference between the actual loss sustained and the amount due from that other insurance; or
- (iii)** The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance.

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**2. Policy Value**

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

**B. Section II – Liability** is amended as follows:

1. If Endorsement BP 15 11 or BP 15 12 is attached to the Policy, Paragraph A.g.(2)(e) of Endorsement BP 15 11 or BP 15 12, whichever is attached, is replaced by the following:

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(iii) Any tractor with a farm tractor registration.

24. If Paragraph B.1. of this endorsement does not apply, Paragraph 1.g.(5) under Paragraph B. Exclusions is replaced by the following:

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(c) Any tractor with a farm tractor registration.

23. The definition of "auto" in Paragraph F.2. Liability And Medical Expenses Definitions is replaced by the following:

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

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

34. If Endorsement BP 07 76 or BP 07 79 is attached to the Policy, Paragraph B.23.2. of this Endorsement does not apply with respect to the coverage provided by Endorsement BP 07 76 or BP 07 79.

45. The definition of "mobile equipment" in Paragraph F.12. Liability And Medical Expenses Definitions is replaced by the following:

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

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

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

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

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

**C. Paragraph C. Concealment, Misrepresentation Or Fraud in Section III – Common Policy Conditions is replaced by the following:**

**C. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

- 1. Intentionally concealed or misrepresented a material fact;
  - 2. Engaged in fraudulent conduct; or
  - 3. Made a false statement;
- relating to this insurance.

**D. The following provisions apply except when Paragraph G. of this Endorsement applies:**

Paragraphs **A.2.** and **A.3. Cancellation in Section III – Common Policy Conditions** are replaced by the following:

**2.a.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of the cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2) 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this Endorsement does not apply.

**b.** If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or
- (3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the commissioner.

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3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

E. Paragraph A.6. Cancellation of Section III – Common Policy Conditions is deleted.

F. The following paragraph is added to Section III – Common Policy Conditions and supersedes any provision to the contrary, except as provided in Paragraph G.:

**M. Nonrenewal**

- 1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
- 2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
- 3. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. If this Policy covers buildings or structures located in New Hampshire that:

- 1. Are used only for residential purposes;
- 2. Are owner-occupied; and
- 3. Contain one- to four-dwelling units;

the following provisions apply:

1. Paragraphs A.2. and A.3. Cancellation in Section III – Common Policy Conditions are replaced by the following:

- 2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

2. The following is added to Paragraph A. Cancellation:

- 1. If this Policy:
  - a. Has been in effect for 90 days or more; or
  - b. Is a renewal of a policy we issued:

We will cancel this Policy only for one or more of the following reasons:

    - (1) Nonpayment of premium;
    - (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
    - (3) Discovery of fraud or material misrepresentation by you in making a claim under this Policy;
    - (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
    - (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation. Unless cancellation is for nonpayment of premium, we may cancel this Policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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3. The following is added to **Section III – Common Policy Conditions:**

**M. Nonrenewal**

We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

1. 10 days before the expiration date of the Policy if we refuse to renew for nonpayment of premium; or
2. 45 days before the expiration date of the Policy if we refuse to renew for any other reason.

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

**H.** The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

Paragraph **N. Extended Reporting Periods** is replaced by the following:

**N. Extended Reporting Periods**

For the purposes of the coverage provided by this Endorsement under Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**, the following are added to Paragraph **E. Liability And Medical Expenses General Conditions** of **Section II – Liability:**

**1. Basic Extended Reporting Period**

- a. A Basic Extended Reporting Period is automatically provided without additional charge if:
  - (1) This Endorsement is cancelled or not renewed by either us or you for any reason; or
  - (2) We renew or replace this Endorsement with insurance that:
    - (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or

- (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.

- b. The Basic Extended Reporting Period starts with the end of the "policy period" and lasts for 60 days. A "claim" received and reported by the insured during this 60-day period will be considered to have been received within the "policy period". However, the 60-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the insured, or that would be covered but for exhaustion of the Aggregate Limit of Insurance applicable to such "claims".

- c. The Basic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:

- (1) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and
- (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".

**2. Supplemental Extended Reporting Period**

- a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:
  - (1) This Endorsement is cancelled or not renewed for any reason; or

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- (2) We renew or replace this Endorsement with insurance that:
    - (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or
    - (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.
  - b. A Supplemental Extended Reporting Period, as specified in Paragraph **a.**, lasts one year and is available only for an additional premium.
  - c. The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph **1**. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
    - (1) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
    - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".
  - d. You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first.
  - e. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full along with any premium or deductible you owe us for coverage provided under this Endorsement within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.
  - f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
    - (1) The exposures insured;
    - (2) Previous types and amounts of insurance;
    - (3) Limit of Insurance available under this Endorsement for future payment of damages; and
    - (4) Other related factors.

The additional premium may not exceed 200% of the annual premium for this Endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.
- 3. Basic And Supplemental Extended Reporting Period Limits**
- a. Basic Extended Reporting Period Limit**

There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period. The Limit of Insurance available during the Basic Extended Reporting Period shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the "policy period".
  - b. Supplemental Extended Reporting Period Limit**

There is no separate or additional Aggregate Limit of Insurance for the Supplemental Extended Reporting Period. The Limit of Insurance available during the Supplemental Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the Basic Extended Reporting Period.

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I. Paragraph 2. of Condition J. **Premium Audit** of **Section III – Common Policy Conditions** is replaced by the following:

2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph 2., Paragraph D. **Examination Of Your Books And Records** in **Section III – Common Policy Conditions** continues to apply.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
INFORMATION SECURITY PROTECTION ENDORSEMENT

### SCHEDULE

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. The following are added to Section I – Property:**

**1. Other Insurance On Buildings**

- a.** You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Property Limit of Insurance for this Policy, is limited to the amount shown in the Schedule or in the Declarations as applicable to this Endorsement.

**b. Buildings Insured For A Specified Amount**

If there is other insurance that covers buildings insured for a specified amount at the premises described in the Declarations, the following applies with respect to loss or damage to buildings and supersedes any provision to the contrary:

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, subject to the following:

- (1)** If a covered building insured for a specified amount is totally destroyed by fire or lightning, we will not pay more than the least of the following:
  - (a)** The Limit Of Insurance shown in the Declarations applicable to such building; or

- (b)** The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance; and
- (2)** If a covered building insured for a specified amount is:
  - (a)** Partially destroyed by fire or lightning; or
  - (b)** Totally or partially destroyed by any covered cause of loss other than fire or lightning;

then we will not pay more than the least of the following:

- (i)** The Limit Of Insurance shown in the Declarations applicable to such building;
- (ii)** The difference between the actual loss sustained and the amount due from that other insurance; or
- (iii)** The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance.

## 2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

## B. Section II – Liability is amended as follows:

1. If Endorsement **BP 15 11** or **BP 15 12** is attached to the Policy, Paragraph **A.g.(2)(e)** of Endorsement **BP 15 11** or **BP 15 12**, whichever is attached, is replaced by the following:

- (e) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
  - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (iii) Any tractor with a farm tractor registration.

2. If Paragraph **B.1.** of this endorsement does not apply, Paragraph **1.g.(5)** under Paragraph **B. Exclusions** is replaced by the following:

- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (c) Any tractor with a farm tractor registration.

3. The definition of "auto" in Paragraph **F.2. Liability And Medical Expenses Definitions** is replaced by the following:

### 2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

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

4. If Endorsement **BP 07 76** or **BP 07 79** is attached to the Policy, Paragraph **B.3.2.** of this Endorsement does not apply with respect to the coverage provided by Endorsement **BP 07 76** or **BP 07 79**.

5. The definition of "mobile equipment" in Paragraph **F.12. Liability And Medical Expenses Definitions** is replaced by the following:

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;

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

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

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

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

**C. Paragraph C. Concealment, Misrepresentation Or Fraud in Section III – Common Policy Conditions is replaced by the following:**

**C. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

- 1. Intentionally concealed or misrepresented a material fact;
  - 2. Engaged in fraudulent conduct; or
  - 3. Made a false statement;
- relating to this insurance.

**D. The following provisions apply except when Paragraph G. of this Endorsement applies:**

Paragraphs A.2. and A.3. Cancellation in Section III – Common Policy Conditions are replaced by the following:

**2.a.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of the cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this Endorsement does not apply.

**b.** If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or
- (3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

E. Paragraph A.6. **Cancellation** of **Section III – Common Policy Conditions** is deleted.

F. The following paragraph is added to **Section III – Common Policy Conditions** and supersedes any provision to the contrary, except as provided in Paragraph G.:

**M. Nonrenewal**

- 1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
- 2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
- 3. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. If this Policy covers buildings or structures located in New Hampshire that:

- 1. Are used only for residential purposes;
- 2. Are owner-occupied; and
- 3. Contain one- to four-dwelling units;

the following provisions apply:

1. Paragraphs A.2. and A.3. **Cancellation** in **Section III – Common Policy Conditions** are replaced by the following:

- 2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

2. The following is added to Paragraph A. **Cancellation**:

- 1. If this Policy:
  - a. Has been in effect for 90 days or more; or
  - b. Is a renewal of a policy we issued:

We will cancel this Policy only for one or more of the following reasons:

    - (1) Nonpayment of premium;
    - (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
    - (3) Discovery of fraud or material misrepresentation by you in making a claim under this Policy;
    - (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
    - (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation. Unless cancellation is for nonpayment of premium, we may cancel this Policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

3. The following is added to **Section III – Common Policy Conditions:**

**M. Nonrenewal**

We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

1. 10 days before the expiration date of the Policy if we refuse to renew for nonpayment of premium; or
2. 45 days before the expiration date of the Policy if we refuse to renew for any other reason.

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

**H.** The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

Paragraph **N. Extended Reporting Periods** is replaced by the following:

**N. Extended Reporting Periods**

For the purposes of the coverage provided by this Endorsement under Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**, the following are added to Paragraph **E. Liability And Medical Expenses General Conditions** of **Section II – Liability:**

**1. Basic Extended Reporting Period**

**a.** A Basic Extended Reporting Period is automatically provided without additional charge if:

- (1) This Endorsement is cancelled or not renewed by either us or you for any reason; or
- (2) We renew or replace this Endorsement with insurance that:

**(a)** Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or

**(b)** Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.

**b.** The Basic Extended Reporting Period starts with the end of the "policy period" and lasts for 60 days. A "claim" received and reported by the insured during this 60-day period will be considered to have been received within the "policy period". However, the 60-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the insured, or that would be covered but for exhaustion of the Aggregate Limit of Insurance applicable to such "claims".

**c.** The Basic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:

- (1) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and
- (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".

**2. Supplemental Extended Reporting Period**

**a.** You will have the right to purchase a Supplemental Extended Reporting Period from us if:

- (1) This Endorsement is cancelled or not renewed for any reason; or

- (2) We renew or replace this Endorsement with insurance that:
- (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or
  - (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.
- b. A Supplemental Extended Reporting Period, as specified in Paragraph **a.**, lasts one year and is available only for an additional premium.
- c. The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph **1.** It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
- (1) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
  - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".
- d. You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first.
- e. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full along with any premium or deductible you owe us for coverage provided under this Endorsement within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.
- f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
- (1) The exposures insured;
  - (2) Previous types and amounts of insurance;
  - (3) Limit of Insurance available under this Endorsement for future payment of damages; and
  - (4) Other related factors.
- The additional premium may not exceed 200% of the annual premium for this Endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.
- 3. Basic And Supplemental Extended Reporting Period Limits**
- a. Basic Extended Reporting Period Limit**
- There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period. The Limit of Insurance available during the Basic Extended Reporting Period shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the "policy period".
- b. Supplemental Extended Reporting Period Limit**
- There is no separate or additional Aggregate Limit of Insurance for the Supplemental Extended Reporting Period. The Limit of Insurance available during the Supplemental Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the Basic Extended Reporting Period.

I. Paragraph 2. of Condition J. **Premium Audit** of **Section III – Common Policy Conditions** is replaced by the following:

2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph 2., Paragraph D. **Examination Of Your Books And Records** in **Section III – Common Policy Conditions** continues to apply.

## Businessowners Multistate New Endorsements Filing BP-2016-ODNFR

STATE	SUBMITTED	EFFECTIVE OR DISTRIBUTION DATE	SUBMITTED CIRCULAR	IMPLEMENTATION CIRCULAR
ALABAMA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
ALASKA	X	2/1/2017	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
ARIZONA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
ARKANSAS	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
CALIFORNIA	X	3/1/2017	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-147</a>
COLORADO	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
CONNECTICUT	X	2/1/2017	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-149</a>
DELAWARE	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
DIST. OF COLUMBIA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
FLORIDA	X	1/1/2017	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-144</a>
GEORGIA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
GUAM	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-136</a>
HAWAII				
IDAHO	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
ILLINOIS	X	1/1/2017	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-136</a>
INDIANA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
IOWA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
KANSAS	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
KENTUCKY	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
LOUISIANA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
MAINE	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
MARYLAND	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
MASSACHUSETTS	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
MICHIGAN	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
MINNESOTA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
MISSISSIPPI	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
MISSOURI	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
MONTANA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
NEBRASKA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
NEVADA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
<b>NEW HAMPSHIRE</b>	<b>X</b>	<b>3/1/2020</b>	<a href="#">LI-BP-2019-072</a>	<a href="#">LI-BP-2019-072</a>
NEW JERSEY	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
NEW MEXICO	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
NEW YORK	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	
NORTH CAROLINA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
NORTH DAKOTA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
OHIO	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
OKLAHOMA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
OREGON	X	1/1/2017	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-136</a>
PENNSYLVANIA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-120</a>
PUERTO RICO	X	3/1/2017	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-161</a>
RHODE ISLAND	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
SOUTH CAROLINA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
SOUTH DAKOTA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
TENNESSEE	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
TEXAS	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
U.S. VIRGIN ISLANDS	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
UTAH	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
VERMONT	X	1/1/2017	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
VIRGINIA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
WASHINGTON	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	
WEST VIRGINIA	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
WISCONSIN	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>
WYOMING	X	12/1/2016	<a href="#">LI-BP-2016-065</a>	<a href="#">LI-BP-2016-109</a>

**Bold indicates changes**