

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

COMMERCIAL GENERAL LIABILITY COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and coverage provided by this endorsement. These coverages apply separately to each of your premises described in the Declarations.

If you purchase additional limits for any of these coverages at a specified location, the limits shown below will apply in excess of the insurance purchased separately. We will not pay more under this endorsement than the Limits of Insurance shown below under the Summary of Additional Coverages.

Summary of Additional Coverages

LIMITS OF INSURANCE	SUBJECTS OF INSURANCE
\$300,000 per occurrence	Damage to Premises Rented to You
\$ 25,000	Emergency Real Estate Consultant Fee
\$ 25,000	Identity Theft Exposure
\$ 50,000	Key Individual Replacement Cost
\$ 2,500	Lease Cancellation Moving Expense
\$ 2,500	Supplementary Payments - Bail Bonds
\$ 500 per day	Supplementary Payments - Loss of Earnings
\$ 25,000	Temporary Meeting Space
\$ 25,000	Terrorism Travel Reimbursement
\$ 25,000	Workplace Violence Counseling

I. The Commercial General Liability Coverage Part is amended as follows:

A. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection **2. Exclusions**, paragraph **a.** is replaced by:

a. Expected or Intended Injury

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

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B. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions, paragraph g. (2) is replaced by:

(2) A watercraft you do not own that is:

- (a) Less than fifty-eight (58) feet long; and
- (b) Not being used to carry persons or property for a charge;

C. SECTION I - COVERAGES, COVERAGE - B PERSONAL AND ADVERTISING INJURY LIABILITY, subsection 2. Exclusions, paragraphs b. and c. are replaced by:

b. Material Published with Knowledge of Falsity

“Personal and advertising injury” arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, whose first publication took place before the beginning of the policy period.

D. SUPPLEMENTARY PAYMENTS—COVERAGES A AND B, paragraphs 1.b. and 1.d. are replaced by:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$500 a day because of time off from work.

E. SECTION II - WHO IS AN INSURED, paragraph 3.a. is replaced by:

- a. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier;

F. The following are added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 2. Duties In The Event of Occurrence, Offense, Claim or Suit:

- e. Knowledge of the “occurrence,” offense, claim or “suit” by the agent, servant, or “employee” of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the “occurrence,” offense, claim or “suit.”
- f. Failure by the agent, servant or “employee” of an insured (other than an officer, manager or partner) to notify us of an “occurrence” shall not constitute a failure to comply with paragraphs a. and b. of this condition.

G. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS: Unintentional Error or Omission

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

H. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 8. Transfer of Rights of Recovery Against Others to Us:

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Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

- I. With respect to this endorsement, **SECTION V - DEFINITIONS**, paragraphs **3.** and **14.** are replaced by:
 - 3.** "Bodily Injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
 - 14.** "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

J. Broadened Coverage - Damage to Premises Rented to You

- 1. The word **fire** is replaced with the phrase **fire, lightning, explosion, smoke and leaks from sprinklers** where it appears in:
 - a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**, paragraph j. **Damage to Property**;
 - b. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**, last paragraph;
 - c. **SECTION III - LIMITS OF INSURANCE**, subsection **6.**; and
 - d. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance**, paragraph **b.(1)(a)(ii)**.
- 2. The Limit of Insurance applicable to Damage to Premises Rented to You is \$300,000 unless a higher limit is specified on the Declarations.

II. The following are Additional Coverages:

A. Emergency Real Estate Consultant Fee (\$25,000 Aggregate)

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We will reimburse you up to \$25,000 in any one policy year for any realtor's fee or real estate consultant's fee required by the Named Insured in order to relocate due to the imminent danger of loss of life or harm to occupants of the Named Insured's premises scheduled on the Declarations.

B. Identity Theft Expense

1. Coverage

We will pay for reimbursement of any present director or officer of the Named Insured for expenses incurred as the direct result of any "Identity Theft" occurring, discovered and reported during the policy period and if such "Identity Theft" arises out of the director's or officer's role with respect to the conduct of your business.

2. Limit of Insurance

We will pay up to \$25,000 as a Limit of Insurance under this **Additional Coverage—Identity Theft Expense**.

- 3. "Identity Theft" means the act of knowingly transferring or using, without lawful authorization, the identity of any officer or director of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- 4. "Identity Theft Expenses" means:
 - a. Costs of notarizing documents required by financial institution or similar creditors as testaments to fraud.
 - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar creditors.
 - c. Loan application fees for re-applying for loan(s) when the original application is rejected solely because of incorrect credit information.

C. Key Individual Replacement Expenses

We will pay up to \$50,000 as a Limit of Insurance per policy year under this **Additional Coverage - Key Individual Replacement Expenses** for expenses incurred by the Named Insured to replace the Chief Executive Officer or Executive Director if that officer or director suffers an injury during the policy period which results in the loss of life during the policy period.

"Key Individual Replacement Expenses" means:

- 1. Costs of advertising the employment position opening;
- 2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
- 3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

D. Lease Cancellation Moving Expenses

We will reimburse the Named Insured up to \$2,500 for moving expenses incurred when moving is made necessary by the cancellation of a lease at premises occupied by the Named Insured and described in the Declarations.

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E. Temporary Meeting Space

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year under this **Additional Coverage - Temporary Meeting Space** for expenses incurred due to the temporary unavailability of the Named Insured’s primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Expenses will be reimbursed only for the rental of temporary meeting space required for meeting with parties who are not insured under this Policy.

F. Terrorism Travel Reimbursement

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year under this **Additional Coverage – Terrorism Travel Reimbursement** for “Emergency Travel Expenses” incurred by a director or officer of the Named Insured due to the occurrence of a “Certified Act of Terrorism.”

“Emergency Travel Expenses” are additional travel expenses incurred to reschedule comparable transport due to the cancellation of scheduled transport within forty-eight (48) hours of a “Certified Act of Terrorism.”

“Certified Act of Terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in that Act for a “Certified Act of Terrorism” include the following:

1. the act resulted in aggregate losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. 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.

G. Workplace Violence Counseling

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year under this **Additional Coverage—Workplace Violence Counseling** for expenses you incur for the counseling of employees of the Named Insured when that counseling is necessary due to an incident of “Workplace Violence.”

“Workplace Violence” means the intentional use of, or threat to use deadly force by any person with the intent to cause harm and that results in bodily injury or death of a person while on the Named Insured’s premises.

All other terms and conditions of the policy remain the same.

Authorized Representative

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