

**POLICY NUMBER**  
C 7039647519

**INSURED NAME AND ADDRESS**  
ALL ERECTION & CRANE RENTAL CORP.  
4700 ACORN DR  
INDEPENDENCE, OH 44131-6940

**FORMS AND ENDORSEMENTS SCHEDULE**

**DECLARATIONS AND SCHEDULES**

<b>FORM NUMBER</b>		<b>FORM TITLE</b>
CM0001	09/2004	Commercial Inland Marine Conditions
CM0140	04/2008	Ohio Changes
CNA68700XX	06/2012	Extended Forms and Endorsements Schedule
CNA99954XX	10/2020	Communicable Disease Exclusion Endorsement
G144291A	03/2003	Economic And Trade Sanctions Condition
G15028A	08/1989	Loss Payable Provision
IL0003	09/2008	Calculation of Premium
IL0017	11/1998	Common Policy Conditions
IL0244	09/2007	Ohio Changes - Cancellation and Nonrenewal
IL0952	01/2015	Cap on Losses From Certified Acts of Terrorism

**\*\*\* PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY \*\*\***

<b>FORM NUMBER</b>		<b>FORM TITLE</b>
CNA81758XX	01/2021	PHN - Offer of Terrorism Disclosure of Premium
G145041A	05/2003	IMP INF Economic And Trade Sanctions Condition



\_\_\_\_\_  
Countersignature

  
Chairman of the Board

  
Secretary

## COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If there is an appraisal, we will still retain our right to deny the claim.

#### C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

#### D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

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- a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**F. Other Insurance**

- 1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- 2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**G. Pair, Sets Or Parts**

**1. Pair Or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

**2. Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**H. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**I. Reinstatement Of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

**J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything

necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- 1. Prior to a loss to your Covered Property.
- 2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

**GENERAL CONDITIONS**

**A. Concealment, Misrepresentation Or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

- 1. This Coverage Part;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part.

**B. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

- 1. There has been full compliance with all the terms of this Coverage Part; and
- 2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

**D. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**E. Policy Period, Coverage Territory**

We cover loss or damage commencing:

- 1. During the policy period shown in the Declarations; and
- 2. Within the coverage territory.

**F. Valuation**

The value of property will be the least of the following amounts:

- 1. The actual cash value of that property;

**2.** The cost of reasonably restoring that property to its condition immediately before loss or damage;  
or

**3.** The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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

## OHIO CHANGES

This endorsement modifies insurance provided under the following:

### COMMERCIAL INLAND MARINE COVERAGE PART

Loss Condition **E. Loss Payment** in the Commercial Inland Marine Conditions is replaced by the following:

#### **E. Loss Payment**

1. We will give you notice, within 21 days after we receive a properly executed proof of loss, that we:
  - a. Accept your claim;
  - b. Deny your claim; or
  - c. Need more time to investigate your claim.

If we need more time to investigate your claim, we will provide an explanation for our need for more time. We will continue to notify you again in writing, at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.

2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. Provided you have complied with all the terms of this policy, we will pay for covered loss or damage within:
  - a. 10 days after we accept your claim if such acceptance occurs within the first 21 days after we receive a properly executed proof of loss, unless the claim involves an action by a probate court or other extraordinary circumstances as documented in the claim file; or
  - b. Five days after we accept your claim if such acceptance occurs more than 21 days after we receive a properly executed proof of loss, and
    - (1) An appraisal award has been made; or
    - (2) We have reached an agreement with you on the amount of loss that was in dispute.
6. We will not be liable for any part of a loss that has been paid or made good by others.

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## DEALER RENTAL EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance. The "Commercial Inland Marine Coverage Part" includes this Dealer Rental Equipment Coverage Form. "Covered Property" and "Covered Causes of Loss", whether expressed in singular or plural, have the meaning set forth under the COVERAGE section below.

Other words and phrases that appear in **bold** or quotation marks, whether expressed in singular or plural, have special meaning. Refer to the DEFINITIONS section below. Headings may also be in **bold**, whether or not they contain defined terms.

### A. COVERAGE:

We will pay for direct physical loss or damage to Covered Property caused by or resulting from any Covered Cause of Loss.

1. **Covered Property**, as used in this coverage form, means property you rent to others of the following types and for which you have issued a physical damage waiver prior to loss as part of the rental agreement. Such property may be your property or the property of others in your care, custody or control.

- a. Mobile equipment.
- b. Portable equipment.
- c. Trailers, other than semi-trailers, camping trailers, office trailers and mobile homes.
- d. Attachments designed to function with eligible property described hereunder.

2. **Property Not Covered**

Covered Property does not include any of the following:

- a. Aircraft or watercraft.
- b. All terrain vehicles including utility vehicles.
- c. Contraband, or property in the course of illegal transportation or trade.
- d. Furniture and fixtures including property permanently attached to or fixed to a building or structure.
- e. Property while being used in logging or pulpwood operations.
- f. Property while being used in strip or underground mining operations.
- g. Property while underground. However, this limitation does not apply to buckets or other attachments to an excavator, backhoe, or similar equipment used for excavations or trenching.
- h. Property while waterborne.
- i. Property, other than submersible pumps, while begin operated underwater; property while in caissons.
- j. Self-propelled automobiles, motor trucks, motorcycles, recreational vehicles and similar self-propelled conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include self-propelled vehicles designed and used primarily to carry mounted equipment.
- k. Snow machines.

3. **Covered Property Time Limitation**

Property will only be considered Covered Property during the period of time beginning when the **authorized user** takes physical possession of the rented property under a signed rental agreement and ending at the earlier of:



## DEALER RENTAL EQUIPMENT COVERAGE FORM

- a. The expiration of the rental agreement; or
- b. The return of the property to your possession.

4. **Covered Causes of Loss**, as used in this coverage form, means a fortuitous cause or event, not otherwise excluded, which occurs during the policy period shown in the declarations. Covered Causes of Loss does not include:

- a. A fortuitous cause or event, whether or not excluded which actually occurred prior to the policy period, regardless of the date on which it first becomes manifest or is first discovered; or
- b. Damage from unknown causes or events.

### 5. Additional Coverages

#### a. Debris Removal

- i. We will pay the costs and expenses incurred to remove debris of Covered Property remaining after direct physical loss or damage from a Covered Cause of Loss to the Covered Property.

We will pay these costs and expenses only if they are reported to us within 120 days from the date on which the **covered cause of loss** occurs.

- ii. The coverage provided under this Debris Removal Coverage does not apply to costs or expenses to:

- (1) Extract **pollutants** from land or water; or
- (2) Remove, restore or replace polluted land or water.

- iii. The most we will pay under this Debris Removal Coverage is:

- (1) 25% of the sum of the amount we pay for direct physical loss or damage to Covered Property plus the applicable deductible. This amount is part of, and not in addition to, the limit for direct physical loss or damage to Covered Property shown in the Declarations; plus
- (2) The Debris Removal Additional Amount shown in the declarations.

#### b. Pollutant Cleanup and Removal

- i. We will pay the reasonable and necessary costs and expenses to extract or remove **pollutants** from land or water, provided the **pollutants** are in the land or water as a direct result of a **covered cause of loss to covered property**.

To the extent any exclusion for **pollutants** conflicts with the coverage provided by this Pollutant Cleanup and Removal coverage, such exclusion does not apply.

- ii. We will pay these costs and expenses only if they are reported to us within 120 days from the date on which the **covered cause of loss** occurs.
- iii. We will not pay the cost of testing, evaluating, observing, or recording the existence, level or effects of **pollutants**. However, we pay the cost of testing that is necessary for the extraction of **pollutants** from land or water.
- iv. The most we pay for the sum of all such costs or expenses during the policy period, regardless of the number of occurrences which take place during the policy period, is the Pollutant Cleanup and Removal Aggregate Limit shown in the declarations.

### B. EXCLUSIONS:

- 1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.





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**a. Biological or Chemical Materials**

The actual or threatened discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical material.

**b. Governmental Action**

Seizure, destruction, demolition, expropriation, condemnation, confiscation or nationalization of property by, on behalf of, or at the direction of any governmental authority.

However, this exclusion does not apply to seizure or acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

**c. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination results in a fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

**d. War and Military Action**

i. War (whether declared or undeclared);

ii. Civil war or warlike action by a military force; or

iii. Insurrection, rebellion, revolution, military or usurped power by governmental or military personnel.

**2. We will not pay for loss or damage caused by or resulting from any of the following.**

**a. Blowouts, punctures, or other road or field damage to tires unless such loss or damage is caused directly by physical damage not otherwise excluded. This exclusion does not apply to such loss or damage resulting from the total theft of Covered Property.**

**b. Delay, loss of use, loss of market or consequential loss of any nature.**

**c. Dishonest or criminal acts committed by:**

i. You, any of your partners, officers, directors, trustees, authorized representatives or **employees**;

ii A manager or member if you are a limited liability company;

iii Anyone else with an interest in the property or their **employees** or authorized representatives; or

iv Anyone to whom you release or entrust the Covered Property, including their employees or authorized representatives, for any purpose,

whether acting alone or in collusion with each other or with any other party.

This exclusion applies to theft by your **employees**, but does not apply to acts of destruction by your **employees**.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to **authorized users**, nor to carriers or other bailees for hire.

**d. The discharge, seepage, migration, dispersal, release or escape of **pollutants**. This exclusion applies unless the discharge, seepage, migration, dispersal, release or escape of **pollutants** is itself caused by a **specified peril**.**

However, if the discharge, seepage, migration, dispersal, release or escape of **pollutants** results in a **specified peril**, we will pay for that portion of the loss or damage solely caused by such **specified peril**.

**e. The weight of a load exceeding the registered lifting capacity of any machine.**



## DEALER RENTAL EQUIPMENT COVERAGE FORM

- f. Unexplained loss or damage, mysterious disappearance, or shortage disclosed upon taking inventory or in the course of an audit.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if the excluded cause of loss listed below in this subsection results in a Covered Cause of Loss, we will pay for that portion of the loss or damage solely caused by such Covered Cause of Loss.
- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. This exclusion does not apply to loss or damage caused by lightning.
  - b. Failure to properly service and maintain the Covered Property while in your or an **authorized user's** possession including failing to provide lubrication or follow the guidelines as set forth in any manufacturer's manuals.
  - c. Mechanical breakdown or failure.
  - d. Processing or work upon the property.
  - e. The ingestion or the drawing in of any foreign object, rocks, dirt, trash or any other material that causes damage to the Covered Property.
  - f. Usage of the Covered Property in a manner inconsistent with its intended purpose or design.
  - g. Wear and tear, gradual deterioration, dampness of atmosphere, inherent vice, freezing or extremes of temperature, corrosion, rust or structural defect.

### C. LIMITS OF INSURANCE:

The most we will pay for direct physical loss or damage in any one occurrence for each item of Covered Property is the applicable limit of insurance shown in the declarations or by endorsement. For purposes of applying each item occurrence limits and deductibles, rented equipment and attachments designed to function with that equipment will be considered a single item.

If a Policy Limit is shown, such amount represents the most we will pay for all loss, damage, costs or expense in any one occurrence, regardless of the number of items or coverages applicable to the occurrence.

If an Aggregate limit is shown, such amount represents the most we will pay during the policy period, regardless of the number of occurrences or lost or damaged items.

### D. DEDUCTIBLE:

We will not pay for direct physical loss or damage associated with each item of Covered Property in any one occurrence until the amount of the adjusted loss before applying the applicable limit of insurance exceeds the deductible amount shown in the declarations or by endorsement. We will then pay the amount of the adjusted loss in excess of the deductible, up to the applicable Limit of Insurance.

### E. LOSS CONDITIONS:

The following conditions apply in addition to the Common Policy Conditions.

#### 1. Appraisal

If you and we disagree on the value of the property or the amount of loss, either party may make written demand for an appraisal of the loss to be bound by the results of that appraisal. Each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we shall not be held to have waived any of our rights by any act relating to the appraisal.

## 2. Company's Settlement Options

a. Unless otherwise specified in this coverage form, in the event of covered loss or damage to Covered Property, at our option we will either:

- i. Pay the amount of loss or damage;
- ii. Pay the cost of repairing or replacing such Covered Property;
- iii. Take all or any part of the Covered Property at an agreed or appraised value; or
- iv. Repair or replace the Covered Property with other property of like kind and quality.

However, the property may not be abandoned to us.

b. Subject to the applicable limits of insurance, our liability for direct physical loss or damage to Covered Property shall not exceed the lesser of:

- i. The **actual cash value**; or
- ii. The actual cost to repair or replace the property.

## 3. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

- a. Give us prompt notice of loss or damage as soon as reasonably practicable. Include a description of the property involved.
- b. Cooperate with us in the investigation, settlement, or conduct of any suit.
- c. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- d. Provide us with authorization to obtain any and all records or pertinent information.
- e. You will not make settlement with others for loss to property.
- f. You will not, except at your own cost, offer any reward, voluntarily make any payment, assume any obligation, or incur any expense unless specifically authorized in writing from us
- g. Permit us to inspect and appraise the damaged property before its repair or disposal.
- h. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- i. When requested by us, execute and deliver instruments and papers to us and do whatever else is necessary for us to secure good title to the property.
- j. Submit and so far as is within you power, cause all other persons including family members and employees to submit to examination under oath when requested by us in regard to any and all matters in connection with a loss.
- k. Produce for examination all books of account, bills, invoices, statements, or certified copies at such reasonable time and place as may be chosen and permit us to make copies.
- l. Notify the police if a law may have been broken.

**4. Other Insurance**

- a. You may have other insurance subject to the same terms, conditions and provisions as the insurance under this coverage form. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this coverage form bears to the limits of all insurance covering on the same basis.
- b. Excess Amount – If there is other insurance covering the same loss or damage, other than that described above, we pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. However, we will not pay more than the applicable Limit of Insurance.
- c. Notwithstanding the forgoing, this insurance primary and noncontributory with respect to any other insurance available to an **authorized user**.

**5. Pair, Set, Or Parts**

- a. Pair or Sets – in case of loss to any part of a pair or set we may:
  - i. Repair or replace any part to restore the pair or set to its value before the loss; or
  - ii. Pay the difference between the actual cash value of the pair or set before and after the loss.
- b. Parts – In case of loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**6. Payment of Loss**

- a. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- b. We will not pay you more than your financial interest in the Covered Property.
- c. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- d. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- e. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this coverage form and:
  - i. We have reached agreement with you on the amount of the loss; or
  - ii. An appraisal award has been made.
- f. We will not be liable for any part of a loss that has been paid or made good by others.

**7. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**8. Subrogation**

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

We will have no rights of subrogation against:



## DEALER RENTAL EQUIPMENT COVERAGE FORM

- a. Any person or organization who or which is a named insured;
- b. Any subsidiary or any organization associated with you through ownership or management;
- c. Any other person or organization that you waived your rights of subrogation against in writing before the time of loss; or
- d. Any **authorized user**.

We will be entitled to any recovery only after you have been fully compensated for the loss.

### E. GENERAL CONDITIONS:

The following conditions apply in addition to the Common Policy Conditions.

1. **Concealment, Misrepresentation or Fraud:** We do not provide coverage either before or after a loss if you have concealed or misrepresented any material fact or circumstance, with intent to deceive, relating to this insurance.
2. **Conformity to Statute:** The terms of this policy that are in conflict with the statutes of the state in which this policy is issued are hereby amended to conform to such statutes.
3. **Contents of Rental Agreement:** As a condition precedent to enrollment in coverage, you agree to issue a rental agreement containing the following information:
  - a. The driver's license or other current government issued photo identification of all authorized users of the rented property;
  - b. The **rentee's** major credit card with completed signature; and
  - c. A schedule of the rented property including its registration and serial numbers, year and model description.

Furthermore, you agree to complete a certificate through the online reporting portal in accordance with the program administrative guidelines.

#### 4. Legal Action Against Us:

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
  - b. The action is brought within two (2) years after you first have knowledge of the loss or damage.
5. **Liberalization Clause:** If we adopt any revision that would broaden the coverage under this coverage form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage form.
6. **Monthly reporting**
- a. You agree to report all rental activity in accordance with the program administration guidelines. The reports and certificates of each rental shall be created and stored by you. You shall deliver and pay to us the proper policy premium(s) due as reported each month in accordance with the administration guidelines.
  - b. Certificates must be completed at the time of rental. All associated documentation related to the rental policy and certificates will be retained by you and provided upon request to us.

7. **No Benefit to Bailee:** This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

#### 8. Policy Period, Coverage Territory

We cover loss or damage commencing:

- a. During the policy period shown in the declarations; and
- b. Within the **coverage territory**.

**H. DEFINITIONS:**

1. **“Actual Cash Value”** means the **replacement cost** with deduction for depreciation, deterioration and obsolescence which amount is computed as of the time and at the place of loss or damage.
2. **“Authorized User”** means the **rentee** and any other authorized user of the Covered Property as indicated in the rental agreement prior to loss.
3. **“Coverage Territory”** means:
  - a. The United States of America, its territories or possessions;
  - b. Puerto Rico;
  - c. Canada; or
  - d. Anywhere in the world for airborne shipments of **covered property** where both the origin and final destination of the shipment includes an area listed in **3.a.** through **c.** above. However, in no event will the **coverage territory** include:
    - i. Any country upon which the United States government imposes sanction, embargoes or similar provisions; or
    - ii. Any areas outside of the areas listed in **3.a.** through **c.** above.while the **covered property** is in transit on any mode of transportation other than an aircraft.

**Coverage territory** does not include any waterborne shipment to or from Alaska, Puerto Rico, Hawaii or territories or possessions of the United States of America while **covered property** is on an oceangoing vessel. Property will be considered on the vessel during the period of time after the property has been loaded onto the vessel until the property has been fully discharged from the vessel.

4. **“Employee”** includes temporary employees and leased workers.
5. **“Pollutant”** means any solid, liquid, gaseous or thermal irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned.
6. **“Rentee”** means the person or organization named in the rental agreement that rents the **covered property** from you.
7. **“Replacement Cost”** means the cost to repair or replace property at the time of direct physical loss or damage with property of comparable material and quality and used for the same purpose, without deduction for depreciation, deterioration, and obsolescence which amount is computed as of the time and place of such loss or damage. If property of the same kind and quality is no longer available, we will pay to replace it with other property of similar quality and function, including property of greater processing capacity.
8. **“Sinkhole collapse”** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite provided such cavities were not man made.
9. **“Specified peril”** means: fire; lightning; explosion; wind; hail; smoke; riot or civil commotion; vandalism; theft; leakage from fire extinguishing equipment; aircraft or vehicles and objects thrown up by vehicles; falling objects; weight of snow, ice or sleet; **sinkhole collapse**; **water damage**; collision, upset or overturn of Covered Property; or accident to the vehicle while carrying Covered Property.
10. **Water damage** means:
  - a. The discharge or leakage of domestic or process water or steam from:
    - i. Water pipes and any other apparatus meant to carry or distribute water including, but not limited to, hoses and tubes and fire protection sprinkler system piping;
    - ii. Appliances; or



## DEALER RENTAL EQUIPMENT COVERAGE FORM

- iii. Mechanical systems; or
- b. The overflow, discharge or leakage of water from bathroom, kitchen and laundry fixtures and faucets; within a building.



## DEALER RENTAL EQUIPMENT

### Ingestion Coverage Endorsement

This endorsement modifies insurance provided under the following:

DEALER RENTAL EQUIPMENT COVERAGE FORM

Under EXCLUSIONS, the following exclusion is deleted in its entirety:

The ingestion or the drawing in of any foreign object, rocks, dirt, trash or any other material that causes damage to the Covered Property.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurer, takes effect on the Policy Effective date of and expires concurrently with said policy, unless another effective date (the Endorsement Effective Date) or expiration date (the Endorsement Expiration Date) is shown below. Effective and expiration dates apply at 12:01 A.M. in the time zone of the First Named Insured's mailing address shown below or in the Declarations.





## DEALER RENTAL EQUIPMENT COVERAGE

### Weight of Load Coverage Endorsement

This endorsement modifies insurance provided under the following:

DEALER RENTAL EQUIPMENT COVERAGE FORM

Under EXCLUSIONS, the following exclusion is deleted in its entirety:

The weight of a load exceeding the registered lifting capacity of any machine.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurer, takes effect on the Policy Effective date of and expires concurrently with said policy, unless another effective date (the Endorsement Effective Date) or expiration date (the Endorsement Expiration Date) is shown below. Effective and expiration dates apply at 12:01 A.M. in the time zone of the First Named Insured's mailing address shown below or in the Declarations.



## DEALER RENTAL EQUIPMENT COVERAGE

### Replacement Cost Endorsement

This endorsement modifies insurance provided under the following:

DEALER RENTAL EQUIPMENT COVERAGE FORM

SCHEDULE	
Number of Months	60

Solely with respect to equipment for which loss or damage occurs within the number of months shown in the above schedule of the equipment's manufacture date, under LOSS CONDITIONS, Company's Settlement Options, the following is added:

- c. Subject to the applicable limits of insurance, our liability for direct physical loss or damage to Covered Property shall not exceed the lesser of:
  - i. The **replacement cost**; or
  - ii. The actual cost to repair or replace the property.
- d. We will not pay on the basis of paragraph c.i. of this section for any loss or damage until the lost or damaged property is actually repaired or replaced, whether a partial or total loss.
  - i. Prior to such repair or replacement, we will pay in accordance with paragraph b. of this section. Such payment is hereinafter referred to in this paragraph d. as the "initial payment".
  - ii. If you commence repair or replacement of the property and complete it within:
    - (1) One hundred and twenty (120) days from the date of the initial payment; or
    - (2) A longer time frame that we agreed to,we will pay any difference between the initial payment and the amount determined in accordance with paragraph c. of this section.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurer, takes effect on the Policy Effective date of and expires concurrently with said policy, unless another effective date (the Endorsement Effective Date) or expiration date (the Endorsement Expiration Date) is shown below. Effective and expiration dates apply at 12:01 A.M. in the time zone of the First Named Insured's mailing address shown below or in the Declarations.



## DEALER RENTAL EQUIPMENT COVERAGE

### Waterborne Property Endorsement

This endorsement modifies insurance provided under the following:

DEALER RENTAL EQUIPMENT COVERAGE FORM

SCHEDULE	
Waterborne Property Limit (Each Item)	\$25,000
Waterborne Property Deductible (Each Item)	\$2,500

- I. Under COVERAGE, Property Not Covered, the line item for Property while waterborne is deleted in its entirety.
- II. The most we will pay for direct physical loss or damage in any one occurrence under the coverage provided under this endorsement for each item of Covered Property is the Waterborne Property Limit shown in the above schedule. This amount is part of, and not in addition to, the applicable Covered Property limits of insurance shown in the declarations.
- III. The deductible shown in the above schedule replaces the deductible shown in the declarations for the coverage provided under this endorsement.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurer, takes effect on the Policy Effective date of and expires concurrently with said policy, unless another effective date (the Endorsement Effective Date) or expiration date (the Endorsement Expiration Date) is shown below. Effective and expiration dates apply at 12:01 A.M. in the time zone of the First Named Insured's mailing address shown below or in the Declarations.



# DEALER RENTAL EQUIPMENT DECLARATIONS

<b>Policy Number:</b>	7039647519	<b>Transaction:</b>		
		<input checked="" type="checkbox"/> <b>New Business</b>	<input type="checkbox"/> <b>Renewal of:</b>	

<b>Policy Period:</b>				
<b>Effective Date From</b>	7/1/2023	<b>to</b>	7/1/2024	At 12:01 A.M in the time zone of the First Named Insured's mailing address.

<b>Company Providing This Insurance and Mailing Address:</b>	
<b>Insurer</b>	<b>Mailing Address</b>
Continental Casualty Company	151 N Franklin Chicago IL 60606

<b>Producer Information:</b>	
<b>Producer</b>	<b>Mailing Address</b>
Specialty Equipment Insurance Services	1700 E Gold Rd Ste 700 Schaumburg IL 60173
<b>Telephone Number:</b>	
<b>Email address:</b>	

<b>Subproducer Information:</b>	
<b>Subproducer</b>	<b>Mailing Address</b>
<b>Telephone Number:</b>	
<b>Email address:</b>	



# DEALER RENTAL EQUIPMENT DECLARATIONS

Named Insured and Mailing Address:	
First Named Insured	Mailing Address
All Erection & Crane Rental Corp	4700 Acorn Dr Independence OH 44131

First Named Insured Entity Type:					
<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Limited Liability Company (LLC)	<input type="checkbox"/>	Individual
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Liability Company	<input type="checkbox"/>	Other:

Additional Named Insureds:	
Named Insured	Mailing Address



## DEALER RENTAL EQUIPMENT DECLARATIONS

Covered Property Direct Physical Loss or Damage Limits Of Insurance:		
Each Item	\$500,000	
Policy Limit (Each Occurrence)	\$	
Aggregate	\$3,000,000	
Deductible (Each Item)	(\$1,000 unless otherwise specified):	\$1,000 except \$2,500 waterborne

Additional Coverages:		
Debris Removal Additional Amount	(\$5,000 unless otherwise specified):	\$
Pollutant Cleanup and Removal Aggregate	(\$10,000 unless otherwise specified):	\$

Premium, Taxes, Fees and Surcharges At Issuance:		
Total Policy Premium		\$2,500 working deposit
Rate	5% of rental fee	
Policy Taxes, Fees and Surcharges (if any):		
		\$
		\$
		\$
		\$
		\$
Total Policy Charges		\$2,500 working deposit
Your premium includes certified acts of terrorism coverage for no extra charge.		



# DEALER RENTAL EQUIPMENT DECLARATIONS

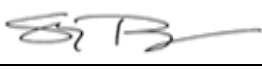
Forms and Endorsements Schedule – Forms and endorsements attached to this Policy at issuance:	
Form Number	Form Title

These Declarations, along with any attached forms and endorsements shall constitute the contract between the insureds and the insurer.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Chairman and Secretary at Chicago, Illinois, but the same shall not be binding upon the Insurer unless countersigned by a duly authorized representative of the Insurer.

<b>Chairman</b>	<b>Secretary</b>
-----------------	------------------

  
\_\_\_\_\_

  
\_\_\_\_\_

Countersigned: \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Authorized Representative)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT**

It is understood and agreed that the coverage forms which make up the Commercial Inland Marine Coverage Part are amended by the addition of the following new exclusion:

**Communicable Disease Exclusion**

Notwithstanding any other provisions of these coverage forms to the contrary, we do not insure any loss, damage, cost, or expense caused directly or indirectly by, resulting from, arising out of, or attributable to a Communicable Disease. This exclusion applies to any Communicable Disease, whether occurring independently from, concurrently with, or in any sequence with, any other cause of loss or peril, whether insured or uninsured.

This exclusion includes, but is not limited to, any loss, damage, cost, or expense incurred:

1. to mitigate, remediate, repair, replace, prevent, suppress, control, clean-up, detoxify, remove, monitor, or test for any Communicable Disease;
2. due to the actual or perceived threat or fear of a Communicable Disease, including, without limitation, with respect to its incidence, spread, transmission, actual or perceived presence, or effect;
3. by the insured in response to the actions of governmental, military, or civil authority to mitigate, remediate, repair, replace, prevent, suppress, control, clean-up, detoxify, remove, monitor, or test for any Communicable Disease, including, without limitation, actions with respect to the incidence, spread, transmission, actual or perceived presence, or effect of a Communicable Disease; or
4. as a result of a suspension of or change in operations, including the operations of businesses other than the insured's, caused by, arising out of, or attributable to a Communicable Disease, including, without limitation, with respect to its incidence, spread, transmission, actual or perceived presence, or effect.

As used herein, Communicable Disease means:

- a. any disease which can be transmitted by means of any substance or agent from any organism to another organism; or
- b. any infectious agent or its byproducts, whether man-made or naturally occurring (including any viruses, bacteria, parasites, microorganisms, or any mutations thereof), whether deemed living or not;
- c. where:
  - i. the disease, substance, agent, or byproducts could result in infection, illness, or death, threaten human health or human welfare, or could result in damage, deterioration, loss of value, loss of use or marketability of property; and
  - ii. the disease occurs through the direct or indirect transmission of the infectious agent or its byproducts from an infected individual or via air, bodily fluids, an animal, vector, the inanimate environment, or any other source, to a susceptible animal or human host.

This exclusion applies to all coverages, coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms and conditions of the Policy remain unchanged.

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

**LOSS PAYABLE PROVISIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE FORM

**SCHEDULE**

<u>Location (If Applicable)</u>	<u>Description of Property</u>	<u>Loss Payee (Name &amp; Address)</u>	<u>Provisions Applicable</u>		
			<u>Loss Payable</u>	<u>Lender's Loss Payable</u>	<u>Contract Of Sale</u>

**REFER TO INLAND MARINE LOSS PAYEE SCHEDULE**

**A.** When this endorsement is attached to your Commercial Inland Marine Coverage Form the term Coverage Form in this endorsement is replaced by the term Policy.

**B. LOSS PAYABLE**

The following is added under the Loss Conditions section of the Commercial Inland Marine Conditions, Paragraph E. – Loss Payment:

For Covered Property in which both you and a Loss Payee shown in the above Schedule have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

**C. LENDER'S LOSS PAYABLE**

1. The Loss Payee shown in the above Schedule is a creditor (including a mortgageholder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:

- a. Bills of lading;
- b. Financing statements;
- c. Chattel mortgages.

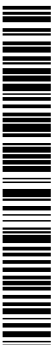
2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear;
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property;
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Form, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (1) Pays any premium due under this Coverage Form at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Form will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of

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your acts or because you have failed to comply with the terms of this Coverage Form:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principle on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - a. 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### **D. CONTRACT OF SALE**

1. The Loss Payee shown in the Schedule is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added under the Loss Condition section of the Commercial Inland Marine Conditions, Paragraph F. – Other Insurance:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

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

**ECONOMIC AND TRADE SANCTIONS CONDITION**

The following condition is added to the COMMON POLICY CONDITIONS:

**ECONOMIC AND TRADE SANCTIONS CONDITION**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person

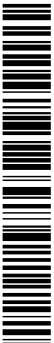
or entity who is otherwise subject to U.S. economic or trade sanctions;

4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

## **OHIO CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:
- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  - 2.** We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:
    - a.** Nonpayment of premium;
    - b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - c.** Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
    - d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
    - e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
    - f.** Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
    - g.** A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
  - 3.** We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
  - 4.** We will mail the notice of cancellation at least:
    - a.** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
    - b.** 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.
  - 5.** The notice of cancellation will:
    - a.** State the effective date of cancellation. The policy period will end on that date.
    - b.** Contain the date of the notice and the policy number, and will state the reason for cancellation.
  - 6.** Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

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

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.

3. Proof of mailing will be sufficient proof of notice.

**C. Common Policy Conditions**

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.
2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- b. 30 days before the effective date, if we cancel for any other reason.

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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