



VERMONT MUTUAL GROUP
 89 State Street, PO Box 188
 Montpelier, VT 05601-0188

BUSINESSOWNERS POLICY DECLARATIONS

To report a claim call your Agent
 or the Company at 800-435-0397

Policy Number: BP11033383 - RENEWAL POLICY

Type of Billing: DIRECT BILL TO INSURED

Named Insured / Address

CARRIAGE HOUSE CONDO
 ASSOCIATION
 C/O TRUE NORTH PROPERTY MNGMT
 135 LAFAYETTE RD UNIT 10
 NORTH HAMPTON, NH 03862-2446

Agency / Address

IMMANUEL INS. AGENCY, INC.
 3 BRITTANY LANE
 PO BOX 300
 BARRINGTON, NH 03825-0300

(603) 335-4300

POLICY PERIOD From 12/20/2016

To 12/20/2017 at 12:01 A.M.*

*Standard Time at your mailing address shown above.

INSURANCE PROVIDED BY: VERMONT MUTUAL INS CO.

TOTAL POLICY PREMIUM at inception is: \$3,102 and at each anniversary.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BUSINESS DESCRIPTION			
Form of Business: OTHER			
DESCRIBED PREMISES			
Prem. No.	Bldg. No.	Location/Occupancy	Mortgageholder Name and Address
001	001	SIX UNIT CONDO 43 CORNWALL ST PORTSMOUTH, NH 03801	(See Schedule of Mortgageholder(s) - BPDEC5 - If Applicable)
PROPERTY - Limits of Insurance for			
BUILDINGS		\$ 1,345,619	
• Actual Cash Value - Buildings Option (Y/N)		N	
• Automatic Increase - Building Limit (pct.)		4%	
BUSINESS PERSONAL PROPERTY		\$	
EARTHQUAKE DEDUCTIBLE (pct)		%	
DEDUCTIBLE \$ 500 OPTIONAL COVERAGE/EXTERIOR BUILDING GLASS DEDUCTIBLE \$ 250			
OPTIONAL COVERAGES - Applicable only if an "X" is shown in the boxes below:			Limits of Insurance
1. <input type="checkbox"/> Outdoor Signs			\$ per occurrence
2. <input type="checkbox"/> Tenant's Exterior Building Glass			\$ included
3. Interior Glass <input type="checkbox"/> Basement/ground floor level <input type="checkbox"/> All Floors			\$ per occurrence
4. <input type="checkbox"/> Employee Dishonesty			\$ Inside the Premises
5. <input type="checkbox"/> Money & Securities (Special Form Only)			\$ Outside the Premises
COVERAGE EXTENSIONS			\$
1. Optional Higher Limits - Accounts Receivable			\$
2. Optional Higher Limits - Valuable Papers			\$
ADDITIONAL COVERAGES Optional Higher Limits - Forgery and Alteration			\$
LIABILITY AND MEDICAL PAYMENTS			
Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of the Businessowners Liability Coverage Form.			
Liability and Medical Expenses	Limits of Insurance	\$ 1,000,000	
Medical Expenses	\$ 5,000	Per person	
Fire Legal Liability	\$ 50,000	Any one fire or explosion	
FORMS / ENDORSEMENTS ATTACHED TO THIS POLICY: (See Schedule of Forms and Endorsements - BPDEC4)			

COUNTERSIGNED

(DATE)

11/28/16

BY

David Goodrum

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS TOGETHER WITH THE COVERAGE FORM(S), COMMON POLICY CONDITIONS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREFORE, COMPLETE THE ABOVE NUMBERED POLICY.

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VERMONT MUTUAL GROUP
89 State Street, PO Box 188
Montpelier, VT 05601-0188

**BUSINESSOWNERS POLICY DECLARATIONS
SCHEDULE OF FORMS AND ENDORSEMENTS**

Policy Number: BP11033383

Named Insured: CARRIAGE HOUSE CONDO

FORMS / ENDORSEMENTS ATTACHED TO THIS POLICY:

BCEE	(10/13)	COVERAGE ENHANCEMENT ENDT
BPEBC1	(11/99)	EQUIPMENT BREAKDOWN ENDT
BP0002	(12/99)	SPECIAL PROPERTY COVERAGE FORM
BP0006	(01/97)	LIABILITY COVERAGE FORM
BP0009	(01/97)	COMMON POLICY CONDITIONS
BP0514	(01/03)	WAR LIABILITY EXCLUSION
BP0523	(01/15)	CAP LOSSES CERT. ACTS OF TERR.
BP1701	(01/97)	CONDOMINIUM ASSOC COVERAGE
NO104	(04/15)	BUSINESSOWNERS POLICY JACKET
TRIADIS2	(01/15)	OFFER OF TERRORISM COV./PREM.
VB0576	(02/04)	LIMITED FUNGI OR BACTERIA COV
VB0577	(02/04)	FUNGI OR BACTERIA EXCLUSION
VB1400	(07/99)	CONDOMINIUM ASSOC COVERED PROP
VB2021	(09/05)	ADD'L INS'D VOLUNTEER WORKERS
VLO402	(03/01)	DIRECTORS & OFFICERS LIABILITY
VMAE	(03/11)	ADVANTAGE ENDORSEMENT

FORMS / ENDORSEMENTS APPLICABLE TO DESCRIBED PREMISES NO.: 001

BP0146	(02/96)	NH CHANGE-CONCEAL/MISREP/FRAUD
BP0419	(06/89)	LIQUOR LIAB EXCL-EXCPT SCH ACT
BP0496	(10/01)	PREMIUM AUDIT ENDORSEMENT
VB0022	(01/10)	EFFECTIVE TIME CHANGES
VB0113	(03/15)	NEW HAMPSHIRE CHANGES
VM0122	(03/11)	STANDARD FIRE POLICY PROVISION
VM2801	(09/02)	NH CHANGES-CANC & NON-RENEW

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VERMONT MUTUAL GROUP
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Montpelier, VT 05601-0188

**BUSINESSOWNERS POLICY DECLARATIONS
SCHEDULE OF MORTGAGEHOLDER(S)**

Policy Number: BP11033383

Named Insured: CARRIAGE HOUSE CONDO

Prem. No.	Bldg. No.	Mortgageholder Name and Mailing Address
001	001	SOUTHERN NEW HAMPSHIRE BANK & TRUST CO 31 PELHAM RD SALEM, NH 03079-4892

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the Businessowners Special Property Coverage Form.

Endorsement Overview:

A. Coverage Extensions		Limit	Begins On Page
1.	Personal Property of Others	\$10,000	2
2.	Computer Equipment	\$10,000	2
3.	Fine Arts	\$10,000	2
4.	Guests' Property	\$2,500 per guest \$25,000 per occurrence	2
5.	Unscheduled Outbuildings	\$5,000	2
6.	Outdoor Property	\$10,000 (\$500 for any one tree, shrub or plant)	3
7.	Valuable Papers and Records	\$10,000 on premises \$2,500 off premises	3
8.	Accounts Receivable	\$15,000 on premises \$2,500 off premises	3
B. Additional Coverages			
1.	Water Back-up and Sump Overflow	\$25,000	3
2.	Temperature Change	\$10,000	3
3.	Interior Building Glass	\$2,500	3
4.	Arson Reward (Not applicable in New York)	\$5,000	3
5.	Fire Extinguisher Recharge Expense	\$1,000	3
6.	Lock Replacement	\$1,500	3
7.	Fire Department Service Charge	\$5,000	4
8.	Exterior Building Glass	\$2,500	4
9.	Outdoor Signs	\$5,000	4
10.	Money and Securities	\$10,000 inside premises \$2,000 outside premises	4
11.	Ordinance or Law Coverage	\$100,000 per occurrence	5
12.	Employee Dishonesty	\$10,000	6
13.	Tenant Relocation Expense	\$750	6
14.	Miscellaneous Real Property Coverage For Condominium Unit-Owners	\$10,000	7
15.	Amendment of Covered Property - Your Personal Property in Common Areas	Included in Building Limit	8
C. Deductible			
1.	\$250		8
2.	No deductible applies to: <ul style="list-style-type: none"> • Arson Reward (Not applicable in New York) • Fire Extinguisher Recharge Expense • Fire Department Service Charge • Tenant Relocation Expense 		8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

A. Paragraph **A.1.a. Building** in the Businessowners Property Coverage Form is replaced by the following:

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
- (6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:
 - (a) Fixtures, improvements and alterations that are a part of the building or structure; and

(b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

B. Paragraph **A.1.b. Business Personal Property** in the Businessowners Property Coverage Form is replaced by the following:

b. Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.6.d.(3)(b)**.

C. The following is added to the **Loss Payment Condition** in the Businessowners Property Coverage Form:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

D. The following is added to the **Property Loss Conditions**:

10. Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

E. The following is added to Paragraph C. - **Who Is An Insured** of the Businessowners Liability Coverage Form:

4. Each individual unit-owner of the insured condominium, but only for liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit-owner's exclusive use or occupancy.

F. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Common Policy Condition:

3. Waiver Of Rights Of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI OR BACTERIA COVERAGE (PROPERTY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

SCHEDULE*

Revised Limit \$ _____
Separate Premises Or Locations Option YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If YES, describe the separate premises or locations: _____ _____
Business Income/Extra Expense - Revised number of days _____
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. Fungi Or Bacteria Exclusions

1. Paragraph A.5.I.(5) of the Increased Cost Of Construction Additional Coverage is replaced by the following:

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
- (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

2. The following exclusion is added to Paragraph B.1. Exclusions:

(h) "Fungi", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria.

But if "fungi", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungi", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungi", Wet Rot, Dry Rot and Bacteria (contained in the Limited Fungi or Bacteria Coverage) if any, with respect to loss or damage by a cause of loss other than fire or lightning.

3. Paragraph **B.2.k.(2)** of the **Exclusions** is replaced by the following:

- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

B. Limited Fungi Or Bacteria Coverage

1. The following **Additional Coverage** is added to Paragraph **A.5**.

n. Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria

(1) The coverage described in Paragraphs **B.1.n.(2)** and **B.1.n.(6)** only applies when the "fungi", wet or dry rot or bacteria are the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

(2) We will pay for loss or damage by "fungi", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- (a) Direct physical loss or damage to Covered Property caused by "fungi", wet or dry rot or bacteria, including the cost of removal of the "fungi", wet or dry rot or bacteria;
- (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet or dry rot or bacteria; and
- (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet or dry rot or bacteria are present.

(3) Unless a higher limit is selected in Schedule, the coverage described under this Limited Coverage is limited to \$15,000. If the Schedule indicates that the **Separate Premises Or Locations Options** applies, then the amount of coverage is made applicable to separate premises or locations as described in the Schedule. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet or dry rot or bacteria, we will not pay more than the total of \$15,000 unless a higher limit is selected in the Schedule even if the "fungi", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- (5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.
- (6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage.
- a. If the loss which resulted in "fungi", wet or dry rot or bacteria does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet or dry rot or bacteria, then our payment under the Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days unless another number of days is indicated in the Schedule. The days need not be consecutive.

- b. If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet or dry rot or bacteria, but remediation of "fungi", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days unless another number of days is indicated in the Schedule. The days need not be consecutive.

C. Fungi Definition

1. The following definition is added to Paragraph H. Property Definitions:

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

5. any criminal or malicious act; or
6. any dishonest or fraudulent act, if judgement against you establishes that either:
 - a. affirmative dishonesty; or
 - b. actual intent to defraud;
 was material to such act.
7. claims arising under statutory or common law relating to the purchase, sale or disposition of securities;
8. claims for salary, compensation or bonuses voted to any insured by your Board of Directors;
9. claims for anything other than money damages;
10. claims due to or arising out of nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing;
11. claims made against us for sums which are recoverable from you.
12. any actual or alleged error, misstatement, or misleading statement or act or omission, or neglect or breach of duty by you in the discharge of your duties in the capacity as a Builder or Developer, or any matter claimed against you by reason of your being a Builder or Developer.

We shall not be liable to make any payment in connection with any claim made against you based upon or attributable to any actual or alleged conflict of interest, construction/development disputes, self-dealing, and/or any other alleged misconduct of a Builder and/or Developer.

13. claims arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, including, but not limited to any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

14. claims arising out of the manufacture, mining, use, sale, installation, removal or distribution of or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust, OR to any obligation by you to indemnify any party because of damages arising out of such claims as a result of the manufacture, mining, use, sale, installation, removal, or distribution of or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust.
15. any loss, cost or expense arising out of the any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or any loss, cost or expense arising out any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.
16. claims arising at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

17. fines, penalties, punitive damages, exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.

LIMITS OF LIABILITY

The following is added to:

Section III - Limits of Insurance (applicable to the General Liability Coverage Part); or

Section D. Liability and Medical Expenses Limits of Insurance (applicable to the Businessowners Liability Coverage Form):

The coverage provided by this endorsement is subject to a separate Each Event and Aggregate limit, which are stated in the Declarations above.

The Limit of Insurance stated in the Declarations above as applicable to "Each Event" is:

1. the total limit of **our** liability for all damages for one or more persons as a result of any one negligent act, error, omission or breach of duty whether committed collectively or individually; and
2. applicable regardless of the number of **insureds**, claims made or suits brought.

We will be liable to pay the loss in excess of the \$250 deductible, up to the Each Event limit stated in the Declarations above. The deductible will be paid by **you** and is not to be insured.

The Limit of Insurance stated in the Declarations above as "Aggregate" is, subject to the above provision regarding Each Event, the most **we** will pay during each annual period for all **losses** covered by this endorsement.

If the policy to which this endorsement is attached is canceled or nonrenewed, and **you** elect to purchase the twelve-month extension period, **we** will provide an extended aggregate limit of insurance described in the paragraph below, but only for claims first received and recorded during the extension period.

The aggregate limit of insurance for the extension period will be equal to the dollar amount shown in the Aggregate Limit of Insurance, stated in the Declarations above, in effect at the end of the policy period.

CONDITIONS

The terms and conditions of this insurance, including those with respect to **our** right to defend any suits seeking damages, apply irrespective of the application of the deductible amount. The following additional conditions apply to this coverage:

1. **You** must notify **us** as soon as practicable of any event that occurs during the policy period and may result in a claim under this endorsement.

Notice of any event however, is not notice of a claim.

2. If **you** cancel or choose not to renew the policy to which this endorsement is attached, **we** will provide coverage for any claim or claims that are made within 60 days after the coverage ends unless **you** elect to purchase the extension of coverage described in the paragraph below.

If the policy to which this endorsement is attached is canceled or nonrenewed by either **you** or **us**, **you** have the right to obtain an extension of coverage for a period of twelve months. **You** must pay an additional premium of 25% of the annual premium for the extension, and **you** must apply for it within 30 days after the date of cancellation or nonrenewal. **We** will then cover claims made during the twelve month extension period, but only with respect to any negligent act, error, omission or breach of duty directly related to the management of the premises that occurred before the date of cancellation or non-renewal.

All other terms and conditions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION COVERED PROPERTY

This endorsement modifies insurance provided under the following:

CONDOMINIUM ASSOCIATION COVERAGE

Paragraph A. a. (6) in the Condominium Association Coverage form is replaced by the following:

A. Coverage

1. Covered Property

- a. Building, meaning the building or structure described in the Declarations, including:
 - (6) Any of the following types of property contained within a unit, regardless of ownership:
 - (a) Fixtures, improvements and alterations that are a part of the building or structure;
 - (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping; and
 - (c) Partition walls within the units.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

The Businessowners Liability Coverage Form is amended as follows:

A. Paragraph B.2.a. Exclusions Applicable to Medical Payments Coverage is replaced by the following:

We will not pay expenses for "bodily injury":

a. To any insured, except "volunteer workers".

B. Paragraphs C.2.a. and C.2.b. Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b); or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

C. For the purposes of the coverage provided by this endorsement, the following definition is added to Section F. Liability And Medical Expenses Definitions:

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – LIQUOR LIABILITY EXCLUSION –
EXCEPTION FOR SCHEDULED ACTIVITIES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Description of Activity(ies):
NONE

Under Section B. EXCLUSIONS in the Businessowners Liability Coverage Form, exclusion 1.c. is replaced by the following exclusion:

This insurance does not apply to "bodily injury" or "property damage" for which any insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) requires a license;
 - (b) is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described above.

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.