

Business Owners Policy Coverage Forms

BOP Form for those who work from home: pages 2 - 36

Includes two coverage parts:

- **General Liability coverage part: pages 2 - 17**
- **Business Personal Property coverage part: pages 18 - 36**

BOP Form for those who rent or own an office: pages 37 - 78

Includes two coverage parts:

- **General Liability coverage part: pages 37 - 52**
- **Buildings and Business Personal Property coverage part: pages 53 - 78**

**I. Insuring agreement -
What is covered**

- A. Bodily injury and property damage **We** will pay up to the **coverage part limit** for **damages you** become legally obligated to pay because of **bodily injury** or **property damage** to which this Coverage Part applies, provided:
1. the **bodily injury** or **property damage** occurs during the **policy period**;
 2. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 3. **you** have paid the applicable **deductible** if one is stated in the Declarations.
- We** will have the right and duty to defend any **suit** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.
- B. Personal and advertising injury **We** will pay up to the Personal and Advertising Injury Limit stated in the Declarations for **damages you** become legally obligated to pay because of **personal and advertising injury** to which this Coverage Part applies, provided:
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
 2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
 3. **you** have paid the applicable **deductible** if one is stated in the Declarations.
- We** will have the right and duty to defend any **suit** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any offense and settle any **claim** that may result.
- C. Medical payments Regardless of fault, **we** will pay up to the Medical Payments limit stated in the Declarations for **medical expenses** incurred by each person for **bodily injury** caused by an **accident** to which this Coverage Part applies, provided:
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you**, or in connection with **your** business operations;
 2. the **accident** occurs during the **policy period**;
 3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
 4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

II. Defense and supplementary payments

- A. Claims against you With respect to any **claim** against **you** that **we** investigate, defend, or settle, **we** will pay:
1. **claim expenses we** incur with counsel of **our** choice to defend **you**;
 2. up to \$2,500 for the cost of bail bonds required because of vehicle accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
 3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;



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4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$250 a day because of time off from work;
5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit.

B. Claims against your indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
 - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
 - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
 - c. authorize **us** to conduct and control the defense of the indemnitee.

Our obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **deductible** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

A. Sole proprietorships

If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representative. As such, they will assume **your** legal rights and duties under this Coverage Part.

B. Partnerships or joint ventures

If **you** are a partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.



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- C. Limited liability companies If **you** are a duly organized limited liability company, **your** members are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations If **you** are an organization other than a partnership, joint venture, or limited liability company, **your** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees **Your employees** are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers **Your volunteer workers** are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business.
- H. Real estate managers Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.

IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought; or
3. persons or organizations making or bringing **claims**.

- A. Products-completed operations limit The Products-Completed Operations Each Occurrence Limit identified in the Declarations is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of any one **occurrence**.
If there is an Aggregate limit shown in the Declarations, the Products-Completed Operations Aggregate Limit is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of all **occurrences** combined. If such Aggregate limit is shown in the Declarations, all payments **we** make for **bodily injury** and **property damage** included in the **products-completed operations hazard** will be in addition to, and not a part of, the **coverage part limit**.
- B. Personal and advertising injury limit The Personal and Advertising Injury Limit identified in the Declarations is the most **we** will pay for all **damages** because of **personal and advertising injury** arising out of any one **claim**.
- C. Damage to premises rented to you limit The Damage to Premises Rented to You limit identified in the Declarations is the most **we** will pay for all **damages** because of **property damage** to any one premises while rented to **you** or in the case of fire while rented to **you** or temporarily occupied by **you** with permission of the owner.
- D. Medical payments limit The Medical Payments limit identified in the Declarations is the most **we** will pay for the sum of **medical expenses** for **bodily injury** sustained by any one person covered under Section I. What is covered, C. Medical payments.

No **deductible** will apply to amounts **we** pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV, except for the Products-Completed Operations Limit if there is an Aggregate limit shown in the Declarations, will be in excess of the **deductible** and will be a part of, and not in addition to, the **coverage part limit**.

V. Other provisions affecting coverage



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- A. Notifying us of claims, occurrences, or offenses
1. **You** must give written notice to **us** of any **claim** made or brought against **you** as soon as possible, including the specifics of the **claim** and the date received.
 2. **You** must give written notice to **us** of any **occurrence** or offense which may result in a **claim** as soon as possible. To the greatest extent possible, the notice must include:
 - a. how, when, and where the **occurrence** or offense took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the **occurrence** or offense.

All such notifications must be in writing and include a copy of any **claim**, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

- B. Deductible
- Our** obligation to pay any **damages** under this Coverage Part is in excess of the **deductible**, which **you** must pay in connection with each covered **occurrence** or offense, if one is stated in the Declarations. The **deductible** does not apply to **claim expenses** or any other payments **we** make under Section II. Defense and supplementary payments.

- C. Legal action against us
- No person or organization has a right under this Coverage Part:
1. to join **us** as a party or otherwise bring **us** into a **claim** seeking **damages** from **you**; or
 2. to sue **us** on this Coverage Part unless all of its terms and conditions have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or final judgment against **you**, but **we** will not be liable for **damages** that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by **us**, **you**, and the claimant or claimant's legal representative.

- D. Other insurance
- For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid insurance is available to **you** for a **claim** **we** would otherwise cover under this Coverage Part, **our** obligations are limited as follows:

1. **Primary insurance** - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with any other insurance by the method described in the Method of sharing provision below.
2. **Excess insurance** - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
 - a. that applies to **property damage**;
 - b. that is insurance available to **you** for liability arising out of premises or operations for which **you** have been added as an additional insured.

When this Coverage Part is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against such **claim**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to **your** rights against those other insurers.

When this Coverage Part is excess over other insurance, **we** will pay only **our** share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

- E. Separation of insureds Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies as if each **named insured** is the only **named insured**, and separately to each **insured** against whom a **claim** is made or brought.

**VI. Exclusions –
 What is not
 covered**

**A. Bodily injury and
 property damage
 exclusions**

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

Aircraft, autos, or
 watercraft

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
 - (1) less than 51 feet long; and
 - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others; or
- e. **bodily injury** or **property damage** arising out of:
 - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**.

Damage to impaired
 property or property not
 physically injured

2. **property damage to impaired property** or property that has not been physically injured arising out of:

- a. a defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms and conditions.

However, this exclusion will not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

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- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in the care, custody, or control of the **insured**;
- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

- Damage to your product 4. **property damage to your product** arising out of it or any part of it.
- Damage to your work 5. **property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on **your** behalf by a subcontractor.
- Expected or intended Injury 6. **bodily injury or property damage** expected or intended from the standpoint of any **insured**; however, this exclusion will not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
- Injury to employee or volunteer worker 7.
 - a. **bodily injury to your employee or volunteer worker** arising out of and in the course and scope of employment by **you**, while performing duties related to the conduct of **your** business, or arising out the performance of or failure to perform health care services; or
 - b. **bodily injury** to the spouse, child, parent, brother, or sister of such **employee or volunteer worker** as a consequence of any **bodily injury** described in paragraph 7.a above.

This exclusion will apply:

- a. whether **you** may be liable as an employer or in any other capacity; and
- b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any injury described in paragraphs 7.a and 7.b above.

However, this exclusion will not apply to liability for **damages you** assume in an **insured contract**.

- Liquor liability 8. **bodily injury or property damage** for which **you** may be held liable by reason of:
 - a. causing or contributing to the intoxication of any person;
 - b. furnishing 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, gifting, distribution, or use of alcoholic beverages.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**,

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or in the providing or failing to provide transportation with respect to any person that may be under the influence of alcohol, if the **occurrence** causing the **bodily injury** or **property damage** involved the conduct or activities described in parts a through c above.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on **your** premises for consumption on **your** premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

Mobile equipment

9. **bodily injury** or **property damage** arising out of:
- a. the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**; or
 - b. the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

10. **bodily injury** or **property damage** which:
- a. **you**;
 - b. any **insured** listed in A through E of Section III. Who is an insured; or
 - c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

Bodily injury or **property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury** or **property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

B. Personal and advertising injury exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

- Breach of contract 1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.
- Criminal conduct 2. based upon or arising out of any actual or alleged criminal conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.
- Electronic chatrooms, bulletin boards, or websites 3. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.
- Failure to conform to statements 4. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.



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Insureds in media and internet type businesses

5. committed by any **insured** whose business is:

- a. advertising, broadcasting, publishing, or telecasting;
- b. designing or determining content of websites for others; or
- c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

Intellectual property

6. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.

However, this exclusion will not apply to:

- a. the use of another's advertising idea in **your advertisement**; or
- b. infringement of copyright, trade dress, or slogan in **your advertisement**.

Knowing violation of rights of another

7. caused by or at the direction of the **insured** with knowledge the act would violate the rights of another and would inflict **personal and advertising injury**.

Material published prior to policy period

8. based upon or arising out of oral or written publication of material whose first publication took place prior to the **policy period**.

Material published with knowledge of falsity

9. based upon or arising out of oral or written publication of material by or at the direction of the **insured** with knowledge of its falsity.

Unauthorized use of another's name or product

10. based upon or arising out of any actual or alleged unauthorized use of another's name or product in **your** email address, domain name, metatag, or any similar tactics to mislead another's potential customers.

Wrong description of prices

11. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in **your advertisement**.

C. Medical payments exclusions

We will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

Athletic activities

1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

Injury on normally occupied premises

2. to any person injured on that part of any premises **you** own or rent that the person normally occupies.

Injury to you

3. to **you** or any person hired to work for or on behalf of **you** or **your** tenant; however, this exclusion will not apply to a **volunteer worker**.

Products-completed operations hazard

4. included in the **products-completed operations hazard**.



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Workers' compensation or similar laws

5. to any person, whether or not **your employee**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits, or any similar law.

D. Exclusions applicable to the entire general liability coverage part

We will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

Contractual liability

1. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:

- a. **you** would have in the absence of such contract or agreement; or
- b. assumed in an **insured contract**, provided the **bodily injury** or **property damage** occurs after such contract or agreement has been fully executed.

Electronic data

2. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**. However, this exclusion does not apply to **bodily injury**.

Employment related liability

3. based upon or arising out of any actual or alleged:

- a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
- b. liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
- c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,

including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.

This exclusion will apply:

- a. whether **you** may be liable as an employer or in any other capacity; and
- b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.

Fair credit

4. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.

Pollution

5. based upon or arising out of:

a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:

(1) at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:

- (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;
- (b) **bodily injury** or **property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site, or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any **insured** other than that additional insured; or

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- (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
 - (2) at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
 - (3) which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for any **insured** or for any person or organization for whom **you** are legally liable;
 - (4) at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
 - (a) **bodily injury or property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception will not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;
 - (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
 - (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
 - (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to 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. any:
- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this subsection b will not apply to liability for **damages** because of **property damage you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

Privacy

- 6. based upon or arising out of any actual or alleged:
 - a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
 - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

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 General Liability coverage part

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|---|---|
| Professional services | 7. based upon or arising out of your actual or alleged performance of or failure to perform professional services . This exclusion will apply even if the claim against you alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by you , if the occurrence causing the bodily injury or property damage , or the offense which caused the personal and advertising injury , involved the rendering or failure to render of any professional services . |
| Recall of products, work, or impaired property | 8. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of: <ul style="list-style-type: none"> a. your product; b. your work; or c. impaired property, if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it. |
| Recording and distribution of material or information in violation of law | 9. based upon or arising out of any actual or alleged violation of the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations, including any federal, state, or local statutes, ordinances, or regulations relating to the printing, disseminating, disposing, collecting, recording, sending, transmitting, communicating, or distributing of material or information, or unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature. |

Exclusions 3, 5, and 8 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

- Accident** means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.
- Advertisement** means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:
1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
 2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.
- Auto** means:
1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- However, **auto** does not include **mobile equipment**.
- Bodily injury** means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

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Claim	means a civil proceeding seeking damages for bodily injury , property damage , or personal and advertising injury to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such damages are sought and to which you submit with our consent.
Claim expenses	means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim .
Coverage territory	means: <ol style="list-style-type: none">1. the United States, its territories or possessions, or Canada;2. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places described in part 1 above; or3. anywhere else in the world, but only if the injury or damage arises out of:<ol style="list-style-type: none">a. goods or products made or sold by you in the territory described in part 1 above;b. the activities of a person whose home is in the territory described in part 1 above but who is away for two weeks or less in the course of performance of your business operations; orc. personal and advertising injury that takes place anywhere through the internet or similar electronic means of communication, provided this Coverage Part will apply only to a claim brought in the United States, its territories or possessions, or Canada.
Damages	means any monetary amount you are ordered to pay by a court, or by an arbitrator in an arbitration to which we have consented. However, damages does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages. Damages because of bodily injury includes care, loss, or services, or death resulting at any time from the bodily injury .
Deductible	means the amount stated as such under the BOP General Liability Coverage Part section of the Declarations.
Electronic data	means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it that enables the computer or device to receive, process, store, retrieve, or send data.
Employee	means any person employed by you , including any leased worker or any temporary worker .
Hostile fire	means a fire that becomes uncontrollable or breaks out from where it was intended to be.
Impaired property	means tangible property, other than your product or your work , that cannot be used or is less useful because: <ol style="list-style-type: none">1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or2. you have failed to fulfill the terms or conditions of a contract or agreement, if such property can be restored to use by: <ol style="list-style-type: none">1. the repair, replacement, adjustment, or removal of your product or your work; or2. your fulfilling the terms or conditions of the contract or agreement.
Insured contract	means:

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1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner;
2. a sidetrack agreement;
3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to **your** business (including any indemnification of a municipality in connection with work performed for such municipality) in which **you** assume the tort liability of another to pay **bodily injury** or **property damage** sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.

However, an insured contract does not include that part of any contract or agreement:

- a. that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;
- b. that indemnifies an architect, engineer, or surveyor for **damages** arising out of:
 - (1) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or
 - (2) giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or
- c. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind, including those listed in part b above.

Leased worker

means any person leased to **you** by a labor leasing firm pursuant to an agreement to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

Loading or unloading

means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
2. while it is in or on an aircraft, **auto**, or watercraft; or
3. while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

Loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto**, or watercraft.

Medical expenses

means reasonable expenses for:

1. first aid administered at the time of an **accident**;
2. necessary medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. necessary ambulance, hospital, professional nursing, and funeral services.

Mobile equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;

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4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers, or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
 - a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street clearing or cleaning;
 - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or
 - c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

Occurrence	means an accident arising out of your business operations, including continuous or repeated exposure to substantially the same general harmful conditions.
Officer	means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.
Personal and advertising injury	means injury, including consequential bodily injury , arising out of one or more of the following offenses: <ol style="list-style-type: none"> 1. false arrest, detention, or imprisonment; 2. malicious prosecution; 3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor; 4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; 5. oral or written publication, in any manner, of material that violates a person's right to privacy; 6. the use of another's advertising idea in your advertisement; or 7. infringement of copyright, trademark, trade dress, or slogan in your advertisement.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
Products-completed operations hazard	<ol style="list-style-type: none"> 1. includes all bodily injury and property damage taking place away from premises owned by or rented to you and arising out of your product or your work, except: <ol style="list-style-type: none"> a. products that are still in your physical possession; or b. work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:

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- (1) when all of the work called for in **your** contract or agreement has been completed;
- (2) when all of the work to be performed at the site has been completed, if **your** contract or agreement calls for work at more than one site; or
- (3) when that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

However, if **your** business includes the selling, handling, or distribution of **your product** for consumption on premises **you** own or rent, the **bodily injury** and **property damage** may occur on premises owned by or rented to **you**; and

2. does not include **bodily injury** or **property damage** arising out of:
 - a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by **you** and that condition was created by the **loading or unloading** of that vehicle by **you**; or
 - b. the existence of tools, uninstalled equipment, or abandoned or unused materials.

Professional services

includes, but is not limited to:

1. legal, accounting, or advertising services;
2. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications;
3. supervisory, inspection, or engineering services;
4. medical, surgical, dental, X-ray, or nursing services, treatment, advice, or instruction;
5. any health or therapeutic service treatment, advice, or instruction;
6. any service, treatment, advice, or instruction for the purpose of appearance, skin enhancement, hair removal or replacement, or personal grooming;
7. optometry or optical or hearing aid services, including the prescribing, preparing, fitting, demonstrating, or distributing of ophthalmic lenses and similar products or hearing aid devices;
8. body piercing services; and
9. services in the practice of pharmacy.

Property damage

means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any **electronic data**.

Temporary worker

means a person who is furnished to **you** to substitute for a permanent **employee** (other than another **temporary worker**) on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not include **leased worker**.

Volunteer worker

means a person who is not **your employee**, and who donates his or her work and acts at **your** direction 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**.

You, your, or insured

means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.

Your product

1. means any:

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- a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - (1) **you**;
 - (2) others trading under **your** name; or
 - (3) a person or organization whose assets or business **you** have acquired; and
 - b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;
2. includes:
- a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and
 - b. the providing of or failure to provide instructions or warnings; and
3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your work

1. means:
- a. work or operations performed by **you** or on **your** behalf; and
 - b. materials, parts, or equipment furnished in connection with such work or operations; and
2. includes:
- a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and
 - b. the providing of or failure to provide instructions or warnings.

SPECIMEN

**I. Insuring agreement -
What is covered**

We will pay up to the Business Personal Property Limit for direct physical damage to or direct physical loss of **covered property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**, provided it is reported to **us** in accordance with Section IV. Your obligations.

II. Additional coverages

We will also pay up to the corresponding limit or number of days stated in the Declarations for the following loss **you** sustain or incur, provided it is reported to **us** in accordance with Section IV. Your obligations:

Business income

A. 1. Business income:

income loss during the **period of restoration** because **you** are unable to continue **your** business activities for a period longer than the **waiting period** due to damage to or loss of **covered property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

We will only pay for:

- a. **income loss** sustained during the **period of restoration** and up to the limit or number of days stated in the Declarations; and
- b. ordinary payroll expenses for the first 90 days of the **period of restoration**, unless a greater number of days is specified in the Declarations.

2. Business income from dependent properties:

income loss during the **period of restoration** because **you** are unable to continue **your** business activities for a period longer than the **waiting period** due to damage to or loss of property at a **dependent property** or **secondary dependent property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

This subsection A.2. does not apply to any **income loss you** sustain solely due to damage to or loss of **electronic data** at a **dependent property** or **secondary dependent property**, including destruction or corruption of **electronic data**.

3. Civil authority:

- a. **income loss** directly caused by the prevention of access to **covered property** by order of a civil authority, for a period greater than the **waiting period** but not to exceed the number of days stated in the Declarations; and/or
- b. **extra expense** caused by the prevention of access to **covered property** by order of a civil authority, for a period greater than the **waiting period** but not to exceed: (i) the number of days stated in the Declarations; or (ii) the **period of restoration**, whichever is later.

Coverage under this subsection A.3. will apply only if the following conditions are met:

- i. **your** prevention of access to such **covered property** is prohibited because of damage to property within one mile of the **covered property**;
- ii. the civil authority has taken action in response to dangerous physical conditions resulting from the damage or continuation of the **covered cause of loss** that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property; and
- iii. the **covered cause of loss** that caused the damage first commenced during the **policy period**.

4. Extended business income:



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income loss after the **period of restoration** has ended, resulting from efforts to restore **your** business activities to a level which would generate the same income amount that would have existed had no **covered cause of loss** occurred.

Coverage under this subsection A.4. will:

- a. apply only if **you** were unable to continue **your** business activities for a period longer than the **waiting period** due to damage to or loss of **covered property** caused by or resulting from any **covered cause of loss**, triggering coverage under A.1. Business income; and
- b. not include loss incurred as a result of unfavorable business conditions caused by the impact of the **covered cause of loss**.

5. Interruption of computer operations:

income loss and **extra expense** during the **period of restoration** because **you** are unable to continue **your** business activities due to damage to or loss of **electronic data** destroyed or corrupted by a computer virus, harmful code, or similar instruction that is:

- a. introduced into or enacted on a computer system (including **electronic data**) or a network to which it is connected; and
- b. designed to damage or destroy any part of the system or disrupt its normal operation.

However, coverage under this subsection A.5. applies only if such destruction or corruption first commenced during the **policy period**.

Coverage under this subsection A.5. does not apply to loss resulting from action taken to avoid or minimize a suspension of operations caused by destruction or corruption of **electronic data**.

Electronic data

- B. reasonable and necessary costs to recover **electronic data** that has been damaged, lost, destroyed, or corrupted by a **covered cause of loss** or computer virus, harmful code, or similar instruction that is: (i) introduced into or enacted on a computer system (including **electronic data**) or a network to which it is connected; and (ii) designed to damage or destroy any part of the system or disrupt its normal operation, provided such damage, loss, destruction, or corruption first commenced during the **policy period**.

This subsection B does not apply to **your stock** of prepackaged software, or to **electronic data** which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning, or security system.

Extra expense

- C. **extra expense** during the **period of restoration** due to damage to or loss of **covered property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

We will only pay for **extra expense you** incur during the **period of restoration** after the date of damage or loss.

Forgery or alteration

- D. loss resulting directly from forgery or alteration of any negotiable instruments that are made or drawn by **you** (or by **your** agent), or purported to have been so made or drawn, provided the loss first commenced during the **policy period**.

A substitute check as defined in the Check Clearing for the 21st Century Act will be treated the same as the original it replaced.

If **you** are sued because of the refusal to pay any negotiable instrument on the basis it has been forged or altered, and if **you** have **our** prior written consent to defend against the suit, **we** will also pay the reasonable legal expenses **you** incur for that defense.

Money orders and

- E. loss resulting directly from **your** good faith exchange of merchandise, **money**, or services for:



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counterfeit money

1. money orders issued by any post office, express company, or financial institution, and that are not paid upon presentation; or
2. counterfeit **money** received during the regular course of business, provided the loss first commenced during the **policy period**.

No **deductible** will apply to amounts **we** pay under Additional coverage A. Business income or Additional coverage C. Extra expense, and such amounts will be in addition to, and not a part of, the Business Personal Property Limit.

For all other coverages described in this Section II, **you** must sustain or incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments, and all such payments will be a part of, and not in addition to, the Business Personal Property Limit.

III. Coverage extensions

If an amount appears on the Declarations next to the name of the coverage extension listed below, which indicates **you** have purchased the coverage, **we** will also pay up to the corresponding limit for the following loss **you** sustain or incur, provided it is reported to **us** in accordance with Section IV. Your obligations:

Accounts receivable

- A. damage to or loss of **your accounts receivable** records caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

We will also pay the following amounts as a result of the damage to or loss of **your accounts receivable** records:

1. all amounts due from **your** customers that **you** are unable to collect;
2. reasonable and necessary expenses **you** incur to reestablish or reproduce **your** records;
3. interest on any loan that is required to offset amounts **you** are unable to collect pending **our** payment of such amounts; and
4. reasonable and necessary collection expenses above **your** normal collection expenses.

Lock and key replacement

- B. reasonable and necessary expenses to replace **your** locks and keys at any premises **you** perform **your** business operations which are damaged by any **covered cause of loss** first commencing during the **policy period** and occurring in the **coverage territory**.

Newly acquired business personal property

- C. damage to or loss of business personal property that **you** newly acquire during the **policy period** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

This subsection C does not apply to personal property that **you** temporarily acquire in the course of installing or performing work on such property or to **your** wholesale activities.

Coverage under this subsection C will end: (i) when this policy expires; (ii) 30 days after **you** acquire the property; or (iii) when **you** report the values to **us**, whichever occurs first. **We** will have the right to charge **you** any additional premium **we** deem necessary in order to provide coverage for the newly acquired property.

Personal effects

- D. damage to or loss of **your** personal effects owned by **you**, **your** officers, **your** partners or **members**, **your managers**, or **your** employees caused by or resulting from any **covered cause of loss** first commencing during the **policy period**. This subsection D does not apply to: (i) tools or equipment used in **your** business; or (ii) damage or loss by theft.

Temporary business resumption expenses

- E. additional costs to temporarily relocate **your** business activities because the premises where **you** normally conduct **your** business activities becomes unusable for such business activities by direct physical damage or loss caused by a **covered cause of loss** first commencing during the **policy period**.

Coverage under this subsection E is limited to costs **you** incur to:



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1. rent equipment that has become unusable or would be more expensive to move than to rent;
2. move equipment and supplies into **your** temporary location; and
3. rent **your** temporary location, but only to the extent such costs exceed the costs to rent the premises where **you** normally conduct **your** business activities.

Valuable papers and records

- F. damage to or loss of **valuable papers and records** that **you** own, or that are in **your** care, custody, or control, caused by or resulting from any **covered cause of loss** first commencing during the **policy period**. Coverage under this subsection F includes the cost to research, replace, or restore the lost information on **valuable papers and records** for which duplicates do not exist.

This subsection F does not apply to: (i) property held as samples or for delivery after sale; or (ii) property in storage.

Damage to or loss of **valuable papers and records** will be valued at the cost of restoration or replacement of the damaged or lost information. To the extent the contents of the **valuable papers and records** are not restored, the **valuable papers and records** will be valued at the cost of replacement with blank materials of substantially identical type.

You must sustain or incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments under this Section III, and all such payments will be a part of, and not in addition to, the Business Personal Property Limit.

IV. Your obligations

Notifying us of losses

- A. **You** must give written notice to **us** of any damage to or loss of **covered property** as soon as reasonably possible, including a description of the property involved.

All such notifications must be made in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Deductible

- B. **We** will not be obligated to make any payments under this Coverage Part unless the covered loss **you** sustain in any one occurrence is greater than the **deductible**, in which case **we** will only be responsible for the amount of loss in excess of such **deductible**.

No **deductible** applies to loss under Additional coverage A. Business income or Additional coverage C. Extra expense.

Duties in the event of damage or loss

- C. **You** must see that the following are done in the event of damage to or loss of **covered property**:

1. Notify the police if a law may have been broken.
2. As soon as possible, give **us** a description of how, when, and where the damage or loss occurred.
3. 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**. Also, if feasible, set the damaged property aside and in the best possible order for examination. Any expenses **you** incur to protect such property will not increase the limits of liability, and **we** will not pay for any subsequent damage or loss resulting from a cause of loss that is not a **covered cause of loss**.
4. At **our** request, give **us** complete inventories of the damaged and undamaged property, including quantities, costs, values, and amount of the loss claimed.
5. As often as may be reasonably required, and up to three years after the end of the **policy period**, permit **us** to: inspect the property involved in the damage or loss and examine **your** books and records; take samples of the damaged and undamaged property for inspection, testing, and analysis; and make copies from **your** books and

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records.

6. Send **us** a signed, sworn proof of loss containing the information **we** request to investigate the claim. **You** must do this within 60 days after **our** request. **We** will supply **you** with the necessary forms.
7. Resume all or part of **your** business activities as quickly as possible.

Examination under oath

- D. **We** may examine **you** or any of **your** employees and representatives under oath, while not in the presence of any other employees or representatives and at such times as may be reasonably required, about any matter relating to this Coverage Part or the claim, including **your** books and records. In the event of such an examination, all answers must be signed.

V. How loss is paid

Payment of loss and valuation

- A. In the event of damage or loss covered by this Coverage Part, **we** will do one of the following at **our** option. **We** will give **you** notice of **our** intentions within 30 days after **we** receive the sworn proof of loss.

1. Payment of value:

We will pay for the value of the damaged or lost **covered property** in excess of the **deductible**. For the following items, value will be determined according to the actual cash value:

- a. used or secondhand merchandise held in storage for sale;
- b. property of others. However, if any item of personal property of others is subject to a written contract governing **your** liability for damage or loss to that item, then valuation of that item will be based on the amount for which **you** are liable under such contract, not to exceed the replacement cost of the property or the Business Personal Property Limit, whichever is lower;
- c. household contents, except personal property in apartments or rooms furnished by **you** as a landlord;
- d. manuscripts; and
- e. works of art, antiques, or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain, and bric-a-brac.

For all other items, value will be the replacement cost without deduction for depreciation. However, **we** will not pay on a replacement cost basis for any damage or loss: (i) until the damaged or lost property is actually repaired or replaced; and (ii) unless the repair and replacement is made as soon as reasonably possible after the damage or loss.

You may make a claim for damage or loss covered by this Coverage Part on an actual cash value basis instead of on a replacement cost basis. In the event **you** elect to have damage or loss settled on an actual cash value basis, **you** may still make a claim on a replacement cost basis if **you** notify us of **your** intention to do so within 180 days after the damage or loss.

2. Pay to repair or replace:

We will pay for the cost of repairing or replacing the damaged or lost **covered property** in excess of the **deductible**. To the extent that **electronic data** is not restored, the loss will be valued at the cost of replacement of the media on which the **electronic data** was stored, with blank media of substantially identical type.

However, if at the time of loss:

- a. the limit applicable to the damaged or lost property is 80% or more of the full replacement cost of the property immediately before the loss, **we** will pay the cost

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to repair or replace such property, but **we** will not be obligated to pay more than:

- i. the applicable limit of liability;
 - ii. the cost to replace, at the same location, the damaged or lost property with other property: (i) of comparable material and quality; and (ii) used for the same purpose; or
 - iii. the amount that **you** actually spend that is necessary to repair or replace the damaged or lost property,
- whichever is least.

- b. the limit applicable to the damaged or lost property is less than 80% of the full replacement cost of the property immediately before the loss, **we** will pay the greater of the following amounts:
 - i. the actual cash value of the damaged or lost property; or
 - ii. a proportion of the cost to repair or replace the damaged or lost property, after application of the **deductible** and without deduction for depreciation. This proportion will equal the ratio of the applicable limit to 80% of the full replacement cost of the property.

In all events, **we** will not be obligated to pay more than the Business Personal Property Limit.

3. Salvage:

We will take all or part of the damaged or lost property at an agreed or appraised value.

4. Repair, rebuild, or replace:

We will repair, rebuild, or replace the damaged or lost **covered property** with other property of like kind and quality.

The cost to repair, rebuild, or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use, or repair of property.

B. For the following items, **we** will take the following into consideration when adjusting the loss:

1. Accounts receivable:

When there is proof of damage to or loss of **your accounts receivable** records and **you** cannot accurately establish the total amount of **accounts receivable** outstanding as of the date of such damage or loss, **we** will calculate the amount of the loss by taking into consideration the following:

- a. the total of the average monthly amounts of **accounts receivable** for the 12 months immediately preceding the month in which the damage or loss occurs; and
- b. the normal fluctuations in the amount of **accounts receivable** for the month in which the damage or loss occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of **accounts receivable**, however that amount is established:

- i. the amount of the accounts for which there is no damage or loss;
- ii. the amount of the accounts that **you** are able to reestablish or collect;
- iii. an amount to allow for probable bad debts that **you** are normally unable to collect; and
- iv. all unearned interest and service charges.

If it is possible to reconstruct **accounts receivable** records so that no shortage is sustained, **we** will only pay the reasonable and necessary costs incurred to re-establish or reconstruct such records, and not for any costs covered by any other insurance.

2. Business income:

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In calculating **income loss**, **we** will take into consideration:

- a. **your** actual earnings during the 12 months immediately preceding the date of the damage or loss; and
- b. the trend of **your** business and variations before and after the loss so that allowances are made for any material variations or changed circumstances, whether relating to market conditions or otherwise.

When fully adjusted, the **income loss** payable will represent as nearly as possible the earnings **you** would have realized during the **period of restoration** had such damage or loss not occurred.

If **you** could have reduced the total **income loss** or **extra expense** resulting from the interruption of business by:

- i. a complete or partial resumption of the business operations;
- ii. making use of merchandise, **stock**, or other property at the affected location or elsewhere, or another source or outlet for **your** materials or products; and/or
- iii. using or increasing business operations elsewhere,

we will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

3. Glass:

In the event of a loss covered under this Coverage Part, **we** will also pay for:

- a. reasonable and necessary expenses to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed;
- b. expenses to remove or replace obstructions when repairing or replacing glass that is part of a building, but **we** will not pay to remove or replace any window displays; and
- c. the cost to replace covered glass with safety glazing material, if required by law.

4. Tenants' improvements and betterments:

In the event of damage to or loss of tenants' improvements and betterments, **we** will pay:

- a. replacement cost if **you** make repairs promptly;
- b. a proportion of **your** original cost if **you** do not make repairs promptly. **We** will determine the proportionate value as follows:
 - i. multiply the original cost by the number of days from the damage or loss to the expiration of the lease; and
 - ii. divide the amount determined in i. above by the number of days from the installation of improvements to the expiration of the lease.

If **your** lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this provision; or

- c. nothing if others pay for repairs or replacement.

5. Water damage or, other liquid, powder, or molten material damage:

If damage or loss caused by or resulting from covered water or other liquid, powder, or molten material occurs, **we** will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect in such system or appliance that caused the damage or loss, but **we** will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. results in discharge of any substance from an automatic fire protection system; or



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- b. is directly caused by freezing.
- Resumption of operations C. If **you** could have reduced the amount of **your income loss** or **extra expense** resulting from the suspension of **your** business activities by:
1. using damaged or undamaged property (including merchandise or **stock**); or
 2. a complete or partial resumption of **your** business activities,
- we** will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.
- Seasonal increase D. To provide for seasonal variances in **your** business activities, **we** will automatically increase the Business Personal Property Limit when adjusting any losses **you** sustain by:
1. the Seasonal Increase percentage shown in the Declarations; or
 2. 25%, if no Seasonal Increase percentage is shown in the Declarations, so long as the Business Personal Property Limit **you** purchased is at least 100% of **your** average monthly values during the:
 - a. 12 months immediately preceding the date the damage or loss occurs; or
 - b. period of time **you** have been in business as of the date the damage or loss occurs, whichever is less.
- When we will pay loss E. **We** will pay for covered damage or loss within 30 days after **we** receive the sworn proof of loss, provided **you** have complied with all of the terms of this policy, and either **we** have reached agreement with **you** on the amount of loss or an appraisal award has been made.
- Who we will pay F. 1. Your property:
If **you** own the **covered property** that is damaged or lost, then **we** will adjust the loss with **you** and pay **you** or anyone **you** designate. However, **we** will not pay **you** more than **your** financial interest in the **covered property**.
2. Property of others:
Our payment for damage to or loss of property of others will only be for the account of the owners of the property. **We** may adjust losses with the owners of damaged or lost property if other than **you**. If **we** pay the owners, such payments will satisfy **your** claims against **us** for the owners' property. **We** will not pay the owners more than their financial interest in the **covered property**. **We** may elect to defend **you** against suits arising from claims of owners of property, which **we** will do at **our** own expense.

VI. Limitations – What is not covered property

- A. **We** will not pay for damage to or loss of:
1. property that is missing, where the only evidence of the damage or loss is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
 2. property that has been transferred on the basis of unauthorized instructions; or
 3. the interior of any building or structure, or to the personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand, or dust, whether driven by wind or not, unless: (i) the building or structure first sustains damage by a **covered cause of loss**; or (ii) the loss or damage is caused by or results from thawing



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of snow, sleet, or ice on the building or structure.

- B. **We** will not pay for damage to or loss of the following types of property unless caused by the **specified causes of loss** or building glass breakage:
 - 1. animals, and then only if they are killed or their destruction is made necessary; or
 - 2. fragile articles such as glassware, statuary, marble, chinaware, and porcelain, if broken. This restriction does not apply to: (i) glass that is part of the exterior or interior of a building or structure; (ii) containers of property held for sale and stored in their original packaging or containers; or (iii) photographic or scientific instruments or lenses.
- C. For damage or loss by theft, the following types of property are covered only up to the corresponding sublimits stated in the Declarations: (i) furs, fur garments, and garments trimmed with fur; (ii) jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals (except for jewelry and watches worth \$100 or less per item; and (iii) patterns, dies, molds, and forms.

**VII. Exclusions –
What we will
not pay**

A. **We** will not pay for damage or loss caused directly or indirectly by or resulting from any of the following. Such damage or loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:

- Earth movement
 - 1. earthquake, including tremors and aftershocks and any earth sinking, rising, or shifting related to such event; landslide, including any earth sinking, rising, or shifting related to such event; mine subsidence, meaning subsidence of a human-made mine, whether or not mining activity has ceased; and earth sinking (other than sinkhole collapse), rising, or shifting including soil conditions which cause settling, cracking, or other disarrangement of foundations or other parts of real property. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface.
But if earth movement, as described in this paragraph, results in fire or explosion, **we** will pay for the damage or loss caused by such fire or explosion.
This exclusion applies regardless of whether the earth movement is caused by an act of nature or is otherwise caused.
- Fungi, wet rot, or dry rot
 - 2. presence, growth, proliferation, spread, or any activity of **fungi**, wet rot, or dry rot. But if **fungi**, wet rot, or dry rot results in the **specified causes of loss**, **we** will pay for the damage or loss caused by the **specified causes of loss**.
However, this exclusion does not apply when **fungi**, wet rot, or dry rot results from fire or lightning.
- Governmental action
 - 3. seizure or destruction of property by order of governmental authority; however, **we** will pay for damage or loss caused by or resulting from acts of destruction ordered by a governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.
- Ordinance or law
 - 4. the enforcement of or compliance with any ordinance or law: (i) regulating the construction, use, or repair of any property; or (ii) requiring the tearing down of any property, including the cost of removing its debris.
This exclusion applies whether the loss results from:
 - a. an ordinance or law that is enforced even if the property has not been damaged; or



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- b. the increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling, or demolition of property or removal of its debris, following a physical loss to that property.

Utility services

- 5. the failure of power, communication, water, or other utility service, however caused, if the failure: (i) originates away from the location of the **covered property**; or (ii) involves equipment used to supply the utility service to the location from a source away from the location. Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Damage or loss caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

However, if the failure or surge of power, or the failure of communication, water, or other utility service, results in a **covered cause of loss**, we will pay for the damage or loss caused by that **covered cause of loss**.

Communication services include but are not limited to services relating to internet access or access to any electronic, cellular, or satellite network.

This exclusion does not apply to damage or loss to **computers** or **electronic data**.

Virus or bacteria

- 6. any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease; however, this exclusion will not apply to damage or loss caused by or resulting from **fungi**, wet rot, or dry rot.

Volcanic eruption

- 7. volcanic eruption, explosion, or effusion; however, if volcanic eruption, explosion, or effusion results in fire, building glass breakage, or volcanic action, **we** will pay for the loss or damage caused by such fire, building glass breakage, or volcanic action.

For purposes of this exclusion, "volcanic action" means direct damage or loss resulting from the eruption of a volcano when the damage or loss is caused by: (i) airborne volcanic blast or airborne shock waves; (ii) ash, dust, or particulate matter; or (iii) lava flow. With respect to coverage for volcanic action as set forth in this paragraph, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause damage to or loss of **covered property**.

Water

- 8. flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); mudslide or mudflow; water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment; water under the ground surface pressing on, or flowing or seeping through, foundations, walls, floors, or paved surfaces, basements, whether paved or not, or doors, windows, or other openings; or waterborne material carried or otherwise moved by any of the water referred to above or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

However, if any of the above results in fire, explosion, or sprinkler leakage, **we** will pay for the damage or loss caused by such fire, explosion, or sprinkler leakage.

Exclusions 1, 2, 4, 5, 6, 7, and 8 will not apply to Coverage extension A. Accounts receivable or Coverage extension G. Valuable papers and records.

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

Collapse

- 9. collapse, including any of the following conditions of property or any part of the property: (i) an abrupt falling down or caving in; (ii) loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or (iii) any cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion as such condition relates to the



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foregoing. But if collapse results in a **covered cause of loss**, we will pay for the damage or loss caused by such **covered cause of loss**.

This exclusion does not apply to collapse caused by one or more of the following:

- a. the **specified causes of loss**;
- b. breakage of building glass;
- c. weight of rain that collects on a roof; or
- d. weight of people or personal property.

Consequential losses 10. delay, loss of use, or loss of market.

Continuous or repeated seepage or leakage of water 11. continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

Cyber incident 12. any:

- a. unauthorized access to or use of any computer system, including **electronic data**;
- b. malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system, including **electronic data**, and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, or prevent or restrict access to or the use of any part of any computer system (including **electronic data**) or otherwise disrupt its normal functioning or operation;
- c. denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or
- d. threat, hoax, or demand relating to subparts a, b, or c above.

But if any event described in subparts a, b, or c above results in a fire or explosion, we will pay for the loss of or damage to **covered property** caused by that fire or explosion, so long as the applicable state law governing this policy requires that such losses be covered in accordance with that state's standard fire policy provisions.

However, this exclusion will not apply to:

- i. damage to or loss of **electronic data** otherwise covered under Additional coverage B. Electronic data;
- ii. income loss and **extra expense** otherwise covered under Additional coverage A.5. Interruption of computer operations.

Dishonesty 13. a. dishonest or criminal acts (including theft) by **you**, anyone else with an interest in the property, or any of **your** or their partners, **members**, officers, **managers**, employees (including temporary or leased employees), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or

b. theft by any person to whom **you** entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during **your** normal hours of operation, but does not apply to acts of destruction by **your** employees (including temporary or leased employees) or authorized representatives.

Solely with respect to coverage provided for **your accounts receivable** records and **valuable papers and records**, this exclusion does not apply to acts committed by carriers for hire.

Electrical apparatus 14. artificially generated electrical, magnetic, or electromagnetic energy that damages, disturbs, disrupts, or otherwise interferes with any: (i) electrical or electronic wire, device, appliance, system, or network; or (ii) device, appliance, system, or network utilizing cellular or satellite technology.

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For purposes of this exclusion, electrical, magnetic, or electromagnetic energy includes but is not limited to: (i) electrical current, including arcing; (ii) electrical charge produced or conducted by a magnetic or electromagnetic field; (iii) pulse of electromagnetic energy; or (iv) electromagnetic waves or microwaves.

However, if fire results, **we** will pay for the damage or loss caused by such fire.

We will pay for damage to or loss of any **computers** due to artificially generated electrical, magnetic, or electromagnetic energy, but only if such damage or loss is caused by or results from:

- a. an occurrence that took place within 100 feet of the location where **you** were using such **computers** in connection with the performance of **your** business activities; or
- b. interruption of electric power supply, power surge, blackout, or brownout if the cause of such occurrence took place within 100 feet of the location where **you** were using such **computers** in connection with the performance of **your** business activities.

Electrical disturbance

15. electrical or magnetic injury, disturbance, or erasure of **electronic data**, except **we** will pay for:
- a. damage to or loss of **electronic data** otherwise covered under Additional coverage B. Electronic data; or
 - b. direct damage or loss caused by lightning.

Errors or omissions

16. errors or omissions in: (i) programming, processing, or storing data, as described under **electronic data** or in any **computer** operations; or (ii) processing or copying **valuable papers and records**.
- However, **we** will pay for damage or loss caused by resulting fire or explosion if these causes of loss would otherwise be covered by this Coverage Part.

Exposed property

17. rain, snow, ice, or sleet to personal property in the open.

False pretense

18. voluntary parting with any property by **you** or anyone else to whom **you** have entrusted the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.

Frozen plumbing

19. water or other liquid, powder, or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment (except fire protective systems) caused by or resulting from freezing, unless: (i) **you** do **your** best to maintain heat in the building or structure; or (ii) **you** drain the equipment and shut off the supply if heat is not maintained.

Installation, testing, repair

20. errors or deficiency in the design, installation, testing, maintenance, modification, or repair of **your computer** system including **electronic data**. But **we** will pay for damage or loss caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Part.

Other types of loss

21. a. wear and tear, rust or other corrosion, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself;
- b. smog, dampness or dryness of atmosphere, or changes in or extremes of temperature;
- c. settling, cracking, shrinking, or expansion;
- d. nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
- e. mechanical breakdown, including rupture or bursting caused by centrifugal force; however, this exclusion will not apply to the breakdown of **computers**; or
- f. marring or scratching.

However, if any of the above results in any **specified causes of loss** or building glass breakage, **we** will pay for the damage or loss caused by such **specified causes of loss** or building glass breakage.



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- Pollution 22. the discharge, dispersal, seepage, migration, release, or escape of **pollutants**, unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by the **specified causes of loss**. However, if the discharge, dispersal, seepage, migration, release, or escape of **pollutants** results in the **specified causes of loss**, **we** will pay for the damage or loss caused by the **specified causes of loss**.
- Smoke, vapor, gas 23. smoke, vapor, or gas from agricultural smudging or industrial operations.
- Steam apparatus 24. explosion of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by **you**, or operated under **your** control. However, if an explosion of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, **we** will pay for damage or loss caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

Exclusions 9, 10, 11, 14, 15, 17, 19, 20, 21, 22, 23, and 24 will not apply to Coverage extension A. Accounts receivable or Coverage extension G. Valuable papers and records.

C. We will not pay for damage or loss caused by or resulting from any of the following, but if an excluded cause of loss that is listed below results in any **covered causes of loss**, **we** will pay for the damage or loss caused by such **covered cause of loss**:

- Acts or decisions 25. acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
- Damage or loss to products 26. solely with respect to any merchandise, goods, or other product, any error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production, or use of the product, including planning, testing, processing, packaging, installation, maintenance, or repair. This exclusion applies to any effect that compromises the form, substance, or quality of the product.
- Negligent work 27. faulty, inadequate, or defective: (i) planning, zoning, development, surveying, or siting; (ii) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction; (iii) materials used in repair, construction, renovation, or remodeling; or (iv) maintenance, of all or part of any property.
- Weather conditions 28. weather conditions; however, this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Section VII. Exclusions—What is not covered, A to produce the damage or loss.

Exclusion 26 will not apply to Coverage extension A. Accounts receivable or Coverage extension G. Valuable papers and records.

D. Solely with respect to **your accounts receivable records, **we** will not pay for damage or loss:**

- Alteration or falsification of records 29. caused by or resulting from alteration, falsification, concealment, or destruction of records of **accounts receivable** done to conceal the wrongful giving, taking or withholding of **money**, **securities**, or other property. This exclusion applies only to the extent of the wrongful giving, taking, or withholding.
- Bookkeeping errors 30. caused by or resulting from bookkeeping, accounting, or billing errors or omissions.
- Loss requiring audit or computation 31. that requires any audit of records or any inventory computation to prove its factual existence.

E. We will not pay for any **extra expense** or increase of **income loss** caused by or resulting from:

- Strikes/civil commotion 32. the delay in rebuilding, repairing, or replacing the damaged **covered property** or resuming **your** business operations due to interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

Suspension of license or contract

33. the suspension, lapse, or cancellation of any license, lease, or contract. However, if the suspension, lapse, or cancellation is directly caused by the suspension of **your** business operations, **we** will cover such loss that affects **your income loss** during the **period of restoration** and any extension of the **period of restoration** in accordance with the terms of Additional coverage A.4. Extended business interruption.

VIII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

Accounts receivable

means amounts due from **your** customers that **you** are unable to collect.

Computer

means any: (i) programmable electronic equipment that is used to store, retrieve, and process data; and (ii) associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission. **Computer** does not include those used to operate production-type machinery or equipment.

Coverage territory

means the United States of America, its territories or possessions, or Canada.

Covered cause of loss

means direct physical damage or physical loss that is not otherwise excluded or limited under Section VI. Limitations or Section VIII. Exclusions – What is not covered of this Coverage Part.

Covered property

means the following types of business personal property used or in **your** possession in connection with **your** business activities and located within the **coverage territory**:

1. property **you** own;
2. property of others that is in **your** care, custody, or control, except as otherwise provided in Section V. How loss is paid, F.2. Property of others;
3. tenants' improvements and betterments. Improvements and betterments are fixtures, alterations, installations, or additions: (i) made a part of the building or structure **you** occupy but do not own; and (ii) **you** acquired or made at **your** expense but cannot legally remove;
4. leased personal property which **you** have a written contractual responsibility to insure, unless otherwise provided for under paragraph 2 above; and
5. exterior building glass, if **you** are a tenant. The glass must be owned by **you** or in **your** care, custody, or control.

If any property described in parts 1-4 above is located at **your** residence, such property will qualify as **covered property** only if it is used in connection with **your** business activities.

Covered property does not include:

- a. aircraft, automobiles, motortrucks, motorcycles, trailers, and any other vehicles subject to motor vehicle registration;
- b. **money** or **securities**;
- c. contraband or property in the course of illegal transportation or trade;
- d. land, whether resurfaced with stone, gravel, or another similar layer (including land on which the property is located), water, growing crops, or lawns (other than lawns which are part of a vegetated roof);
- e. outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts, or towers, signs (other than signs attached to buildings), trees, shrubs, or plants (other than trees, shrubs, or plants which are part of a vegetated roof);
- f. watercraft (including motors, equipment, and accessories) while afloat;
- g. accounts, bills, food stamps, other evidences of debt, **accounts receivable**, or **valuable papers and records**, except as otherwise provided in this Coverage Part;
- h. **computers** which are permanently installed or designed to be permanently installed in any aircraft, automobiles, motortrucks, motorcycles, trailers, watercraft, or other vehicle subject to



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motor vehicle registration. This paragraph does not apply to **computers** while held as **stock**;

- i. **electronic data**, except as provided in Additional coverage B. Electronic data. This paragraph i does not apply to **your stock** of prepackaged software or to **electronic data** which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning, or security system;
- j. animals, unless owned by others and boarded by **you**, or if owned by **you**, only as **stock** while inside of buildings;
- k. property that is covered under another policy in which it is more specifically described, except for the excess of the amount due (whether collectible) from that other insurance;
- l. property left or stored in the open except those that typically reside outside;
- m. commercial tools and small equipment. This does not apply to **your** commercial tools and small equipment permanently installed or exclusively used at any premises where **you** perform business activities; or
- n. employee tools and small equipment.

Deductible

means the amount stated as such under the Business Personal Property Coverage Part section of the Declarations.

Dependent property

means a property located within the **coverage territory** that is owned by others and on which **you** depend to:

1. deliver materials or services to **you** or to others for **your** account. But services does not mean water supply services, wastewater removal services, communication supply services, or power supply services;
2. accept **your** products or services;
3. manufacture **your** products for delivery to **your** customers under contract for sale; or
4. attract customers to **your** business.

Electronic data

means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, as used in this definition, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

Extra expense

means the following reasonable and necessary expenses **you** incur during the **period of restoration** to:

1. avoid or minimize the suspension of **your** business activities, including any relocation expenses and costs **you** incur to equip and operate a temporary location; or
2. minimize the suspension of business if **you** cannot continue **your** business activities, including:
 - a. repairing or replacing any business personal property; or
 - b. researching, replacing, or restoring the lost information on damaged **valuable papers and records**,

but only to the extent such efforts reduce the amount of loss that otherwise would have been payable under this Coverage Part,

provided, **you** would not have incurred such expenses if no damage or loss resulting from a **covered cause of loss** had occurred.

The most **we** will pay for **extra expense** is the reasonable and necessary costs and expenses **you** actually incur to minimize the interruption to **your** business activities, or **your** expected **income loss**, whichever is less.



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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 .
Income loss	means the sum of the following: <ol style="list-style-type: none">1. net income (net profit or loss before taxes) you would have earned if no damage or loss had occurred, but does not include net income that likely would have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the covered cause of loss on customers or on other businesses; and2. continuing normal operating expenses you incur, including ordinary payroll for your employees, but not any of your: (i) officers; (ii) partners; (iii) members; (iv) managers; or (v) employees under contract.
Manager	means a person serving in a directorial capacity for a limited liability company
Member	means an owner of a limited liability company represented by its membership interest, who also may serve as a manager .
Money	means: (i) currency, coins, and bank notes in current use and having a face value; and (ii) traveler's checks, register checks, and money orders held for sale to the public.
Period of restoration	means the period of time that begins immediately after the: <ol style="list-style-type: none">1. expiration of the waiting period; or2. time of damage or loss if no waiting period applies, and ends on the earlier of the date when: <ol style="list-style-type: none">a. the property should be repaired, rebuilt, or replaced with reasonable speed and similar quality; orb. your business activities are resumed to a level which would generate the same income amount that would have existed had no damage or loss occurred. <p>Period of restoration does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:</p> <ol style="list-style-type: none">i. regulates the construction, use, or repair, or requires the tearing down, of any property; orii. requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, respond to, or assess the effects of pollutants. <p>The end of the policy period will not cut short the period of restoration.</p>
Pollutants	mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed. <p>Pollutants does not include any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease.</p>
Secondary dependent property	means an entity located within the coverage territory that is not owned or operated by you or a dependent property and: <ol style="list-style-type: none">1. delivers materials or services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or2. accepts materials or services from a dependent property, which in turn accepts your materials or services. <p>Secondary dependent property does not include:</p> <ol style="list-style-type: none">a. a road, bridge, tunnel, waterway, airfield, pipeline, or any other similar area or structure; orb. any entity that provides the following services:<ol style="list-style-type: none">i. water supply;

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 Business Personal Property coverage part

- ii. wastewater removal;
- iii. communication supply; or
- iv. power supply.

Securities means negotiable and nonnegotiable instruments or contracts representing either **money** or other property and includes: (i) tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and (ii) evidences of debt issued in connection with credit or charge cards, which cards are not issued by **you**. **Securities** does not include **money**.

Specified causes of loss means: (i) fire; (ii) lightning; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircrafts or vehicles; (vii) riot or civil commotion; (viii) vandalism (but not any cyber incident); (ix) leakage from fire extinguishing equipment; (x) sinkhole collapse; (xi) volcanic action; (xii) falling objects; (xiii) weight of snow, ice, or sleet; or (xiv) water damage.

For purposes of this definition:

1. "sinkhole collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include: (i) the cost of filling sinkholes; or (ii) sinking or collapse of land into human-made underground cavities.
2. "falling objects" does not include damage to or loss of: (i) personal property in the open; or (ii) the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
3. "water damage" means:
 - a. accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; or
 - b. accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include damage or loss otherwise excluded under the terms of Exclusion 8. Water. Therefore, for example, there is no coverage if discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of Exclusion 8. Water, there is no coverage for damage or loss caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent accidental discharge or leakage of water falls within the criteria set forth in 3.a or 3.b of this definition, such water is not subject to the provisions of Exclusion 8. Water which preclude coverage for surface water or water under the ground surface.

4. "volcanic action" means direct damage or loss resulting from the eruption of a volcano when the damage or loss is caused by: (i) airborne volcanic blast or airborne shock waves; (ii) ash, dust, or particulate matter; or (iii) lava flow. Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause damage to or loss of **covered property**.

Stock means merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

Valuable papers and records means inscribed, printed, or written documents, manuscripts, and records, including abstracts, books, deeds, drawings, films, maps, or mortgages. **Valuable papers and records** does not include **money, securities, or electronic data**.

Waiting period means the number of hours stated as such in the Declarations commencing from the date and time

on which the initial interruption to **your** business activities occurs.

You or your

means the **named insured** identified in Item 1 of the Declarations.

IX. Other provisions affecting coverage

- Abandonment A. There can be no abandonment of any property to **us**.
- Appraisal B. If **we** and **you** disagree on the amount of loss, including **income loss** or **extra expense**, either party may make a written demand for an appraisal of such loss. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that such selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of loss. If the appraisers do not agree on the amount of the loss, they will submit their differences to the umpire. Agreement by the umpire and at least one of the appraisers regarding the amount of the loss will be binding on **you** and **us**. Each party will pay their respective chosen appraiser and will equally share the costs of the umpire.
- Control of property C. Any act or neglect of any person other than **you** beyond **your** direction or control will not affect this insurance. However, **we** will not be obligated to make any payments under this Coverage Part for any damage to or loss of **covered property** resulting from **your** failure to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- Examination of your books and records D. **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.
- Inspections and surveys E. **We** have the right, but not the duty, to: (i) make inspections and surveys at any time; (ii) give **you** reports on the conditions **we** find; and (iii) recommend changes for **you** to make. Any such actions **we** do undertake relate only to insurability and the premiums to be charged.
We do not:
 1. make safety inspections;
 2. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
 3. warrant that conditions are safe and healthful or comply with any laws, regulations, codes, or standards.
- Legal action against us F. No one may bring a legal action against **us** under this Coverage Part unless: (i) there has been full compliance with all of the terms of this policy; and (ii) the action is brought within two years after the date on which the damage or loss occurred.
- Multiple coverages G. If the same loss is covered under more than one Additional coverage or Coverage extension, **we** will not pay more than the actual amount of the damage or loss.
- No benefit to bailee H. No person or organization, other than **you**, having custody of **covered property** will benefit from this insurance.
- Recovered property I. If either **you** or **we** recover any property after loss settlement, that party must give the other prompt notice. At **your** option, **you** may retain the property. But then **you** must 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 Business Personal Property Limit.

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Vacancy

- J. If any building where damage or loss occurs has been vacant for more than 60 consecutive days before such damage or loss occurs, **we** will not pay for any damage or loss caused by any of the following even if they are **covered causes of loss**: (i) vandalism; (ii) sprinkler leakage, unless **you** have protected the system against freezing; (iii) building glass breakage; (iv) water damage; (v) theft; or (vi) attempted theft. With respect to **covered causes of loss** other than those listed in this paragraph, **we** will reduce the amount **we** would otherwise pay for the damage or loss by 15%.

As used in this subsection J, the terms “building” and “vacant” will have the following meanings:

1. when this policy is issued to a tenant, and with respect to that tenant’s interest in **covered property**, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
2. when this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is: (i) rented to a lessee or sublessee and used by the lessee or its sublessee to conduct its customary operations; and/or (ii) used by the building owner to conduct customary operations.

Buildings under construction or renovation are not considered vacant.

SPECIMEN

**I. Insuring agreement -
What is covered**

- A. Bodily injury and property damage **We** will pay up to the **coverage part limit** for **damages you** become legally obligated to pay because of **bodily injury** or **property damage** to which this Coverage Part applies, provided:
1. the **bodily injury** or **property damage** occurs during the **policy period**;
 2. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 3. **you** have paid the applicable **deductible** if one is stated in the Declarations.
- We** will have the right and duty to defend any **suit** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.
- B. Personal and advertising injury **We** will pay up to the Personal and Advertising Injury Limit stated in the Declarations for **damages you** become legally obligated to pay because of **personal and advertising injury** to which this Coverage Part applies, provided:
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
 2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
 3. **you** have paid the applicable **deductible** if one is stated in the Declarations.
- We** will have the right and duty to defend any **suit** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any offense and settle any **claim** that may result.
- C. Medical payments Regardless of fault, **we** will pay up to the Medical Payments limit stated in the Declarations for **medical expenses** incurred by each person for **bodily injury** caused by an **accident** to which this Coverage Part applies, provided:
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you**, or in connection with **your** business operations;
 2. the **accident** occurs during the **policy period**;
 3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
 4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

II. Defense and supplementary payments

- A. Claims against you With respect to any **claim** against **you** that **we** investigate, defend, or settle, **we** will pay:
1. **claim expenses we** incur with counsel of **our** choice to defend **you**;
 2. up to \$2,500 for the cost of bail bonds required because of vehicle accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
 3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;



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4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$250 a day because of time off from work;
5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit.

B. Claims against your indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
 - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
 - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
 - c. authorize **us** to conduct and control the defense of the indemnitee.

Our obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **deductible** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

A. Sole proprietorships

If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representative. As such, they will assume **your** legal rights and duties under this Coverage Part.

B. Partnerships or joint ventures

If **you** are a partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.



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- C. Limited liability companies If **you** are a duly organized limited liability company, **your** members are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations If **you** are an organization other than a partnership, joint venture, or limited liability company, **your** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees **Your employees** are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers **Your volunteer workers** are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business.
- H. Real estate managers Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.

IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought; or
3. persons or organizations making or bringing **claims**.

- A. Products-completed operations limit The Products-Completed Operations Each Occurrence Limit identified in the Declarations is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of any one **occurrence**.
If there is an Aggregate limit shown in the Declarations, the Products-Completed Operations Aggregate Limit is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of all **occurrences** combined. If such Aggregate limit is shown in the Declarations, all payments **we** make for **bodily injury** and **property damage** included in the **products-completed operations hazard** will be in addition to, and not a part of, the **coverage part limit**.
- B. Personal and advertising injury limit The Personal and Advertising Injury Limit identified in the Declarations is the most **we** will pay for all **damages** because of **personal and advertising injury** arising out of any one **claim**.
- C. Damage to premises rented to you limit The Damage to Premises Rented to You limit identified in the Declarations is the most **we** will pay for all **damages** because of **property damage** to any one premises while rented to **you** or in the case of fire while rented to **you** or temporarily occupied by **you** with permission of the owner.
- D. Medical payments limit The Medical Payments limit identified in the Declarations is the most **we** will pay for the sum of **medical expenses** for **bodily injury** sustained by any one person covered under Section I. What is covered, C. Medical payments.

No **deductible** will apply to amounts **we** pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV, except for the Products-Completed Operations Limit if there is an Aggregate limit shown in the Declarations, will be in excess of the **deductible** and will be a part of, and not in addition to, the **coverage part limit**.

V. Other provisions affecting coverage



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- A. Notifying us of claims, occurrences, or offenses
1. **You** must give written notice to **us** of any **claim** made or brought against **you** as soon as possible, including the specifics of the **claim** and the date received.
 2. **You** must give written notice to **us** of any **occurrence** or offense which may result in a **claim** as soon as possible. To the greatest extent possible, the notice must include:
 - a. how, when, and where the **occurrence** or offense took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the **occurrence** or offense.

All such notifications must be in writing and include a copy of any **claim**, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

- B. Deductible
- Our** obligation to pay any **damages** under this Coverage Part is in excess of the **deductible**, which **you** must pay in connection with each covered **occurrence** or offense, if one is stated in the Declarations. The **deductible** does not apply to **claim expenses** or any other payments **we** make under Section II. Defense and supplementary payments.

- C. Legal action against us
- No person or organization has a right under this Coverage Part:
1. to join **us** as a party or otherwise bring **us** into a **claim** seeking **damages** from **you**; or
 2. to sue **us** on this Coverage Part unless all of its terms and conditions have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or final judgment against **you**, but **we** will not be liable for **damages** that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by **us**, **you**, and the claimant or claimant's legal representative.

- D. Other insurance
- For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid insurance is available to **you** for a **claim** **we** would otherwise cover under this Coverage Part, **our** obligations are limited as follows:

1. **Primary insurance** - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with any other insurance by the method described in the Method of sharing provision below.
2. **Excess insurance** - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
 - a. that applies to **property damage**;
 - b. that is insurance available to **you** for liability arising out of premises or operations for which **you** have been added as an additional insured.

When this Coverage Part is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against such **claim**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to **your** rights against those other insurers.

When this Coverage Part is excess over other insurance, **we** will pay only **our** share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

- E. Separation of insureds Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies as if each **named insured** is the only **named insured**, and separately to each **insured** against whom a **claim** is made or brought.

**VI. Exclusions –
 What is not
 covered**

**A. Bodily injury and
 property damage
 exclusions**

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

Aircraft, autos, or
 watercraft

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
 - (1) less than 51 feet long; and
 - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others; or
- e. **bodily injury** or **property damage** arising out of:
 - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**.

Damage to impaired
 property or property not
 physically injured

2. **property damage to impaired property** or property that has not been physically injured arising out of:

- a. a defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms and conditions.

However, this exclusion will not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

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- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in the care, custody, or control of the **insured**;
- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

- Damage to your product 4. **property damage to your product** arising out of it or any part of it.
- Damage to your work 5. **property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on **your** behalf by a subcontractor.
- Expected or intended Injury 6. **bodily injury or property damage** expected or intended from the standpoint of any **insured**; however, this exclusion will not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
- Injury to employee or volunteer worker 7.
 - a. **bodily injury to your employee or volunteer worker** arising out of and in the course and scope of employment by **you**, while performing duties related to the conduct of **your** business, or arising out the performance of or failure to perform health care services; or
 - b. **bodily injury** to the spouse, child, parent, brother, or sister of such **employee or volunteer worker** as a consequence of any **bodily injury** described in paragraph 7.a above.

This exclusion will apply:

- a. whether **you** may be liable as an employer or in any other capacity; and
- b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any injury described in paragraphs 7.a and 7.b above.

However, this exclusion will not apply to liability for **damages you** assume in an **insured contract**.

- Liquor liability 8. **bodily injury or property damage** for which **you** may be held liable by reason of:
 - a. causing or contributing to the intoxication of any person;
 - b. furnishing 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, gifting, distribution, or use of alcoholic beverages.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**,



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or in the providing or failing to provide transportation with respect to any person that may be under the influence of alcohol, if the **occurrence** causing the **bodily injury** or **property damage** involved the conduct or activities described in parts a through c above.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on **your** premises for consumption on **your** premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

Mobile equipment

- 9. **bodily injury** or **property damage** arising out of:
 - a. the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**; or
 - b. the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

- 10. **bodily injury** or **property damage** which:
 - a. **you**;
 - b. any **insured** listed in A through E of Section III. Who is an insured; or
 - c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

Bodily injury or **property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury** or **property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

B. Personal and advertising injury exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

- Breach of contract
 - 1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.
- Criminal conduct
 - 2. based upon or arising out of any actual or alleged criminal conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.
- Electronic chatrooms, bulletin boards, or websites
 - 3. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.
- Failure to conform to statements
 - 4. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.

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Insureds in media and internet type businesses

5. committed by any **insured** whose business is:
- a. advertising, broadcasting, publishing, or telecasting;
 - b. designing or determining content of websites for others; or
 - c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

Intellectual property

6. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.

However, this exclusion will not apply to:

- a. the use of another's advertising idea in **your advertisement**; or
- b. infringement of copyright, trade dress, or slogan in **your advertisement**.

Knowing violation of rights of another

7. caused by or at the direction of the **insured** with knowledge the act would violate the rights of another and would inflict **personal and advertising injury**.

Material published prior to policy period

8. based upon or arising out of oral or written publication of material whose first publication took place prior to the **policy period**.

Material published with knowledge of falsity

9. based upon or arising out of oral or written publication of material by or at the direction of the **insured** with knowledge of its falsity.

Unauthorized use of another's name or product

10. based upon or arising out of any actual or alleged unauthorized use of another's name or product in **your** email address, domain name, metatag, or any similar tactics to mislead another's potential customers.

Wrong description of prices

11. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in **your advertisement**.

C. Medical payments exclusions

We will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

Athletic activities

1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

Injury on normally occupied premises

2. to any person injured on that part of any premises **you** own or rent that the person normally occupies.

Injury to you

3. to **you** or any person hired to work for or on behalf of **you** or **your** tenant; however, this exclusion will not apply to a **volunteer worker**.

Products-completed operations hazard

4. included in the **products-completed operations hazard**.

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Workers' compensation or similar laws

5. to any person, whether or not **your employee**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits, or any similar law.

D. Exclusions applicable to the entire general liability coverage part

We will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

Contractual liability

1. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:

- a. **you** would have in the absence of such contract or agreement; or
- b. assumed in an **insured contract**, provided the **bodily injury** or **property damage** occurs after such contract or agreement has been fully executed.

Electronic data

2. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**. However, this exclusion does not apply to **bodily injury**.

Employment related liability

3. based upon or arising out of any actual or alleged:

- a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
- b. liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
- c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,

including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.

This exclusion will apply:

- a. whether **you** may be liable as an employer or in any other capacity; and
- b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.

Fair credit

4. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.

Pollution

5. based upon or arising out of:

a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:

(1) at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:

- (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;
- (b) **bodily injury** or **property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site, or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any **insured** other than that additional insured; or

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- (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
 - (2) at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
 - (3) which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for any **insured** or for any person or organization for whom **you** are legally liable;
 - (4) at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
 - (a) **bodily injury or property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception will not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;
 - (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
 - (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
 - (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to 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. any:
- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this subsection b will not apply to liability for **damages** because of **property damage you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

Privacy

- 6. based upon or arising out of any actual or alleged:
 - a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
 - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

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| Professional services | 7. based upon or arising out of your actual or alleged performance of or failure to perform professional services . This exclusion will apply even if the claim against you alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by you , if the occurrence causing the bodily injury or property damage , or the offense which caused the personal and advertising injury , involved the rendering or failure to render of any professional services . |
| Recall of products, work, or impaired property | 8. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of: <ul style="list-style-type: none"> a. your product; b. your work; or c. impaired property, if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it. |
| Recording and distribution of material or information in violation of law | 9. based upon or arising out of any actual or alleged violation of the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations, including any federal, state, or local statutes, ordinances, or regulations relating to the printing, disseminating, disposing, collecting, recording, sending, transmitting, communicating, or distributing of material or information, or unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature. |

Exclusions 3, 5, and 8 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

- Accident** means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.
- Advertisement** means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:
1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
 2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.
- Auto** means:
1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- However, **auto** does not include **mobile equipment**.
- Bodily injury** means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

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Claim	means a civil proceeding seeking damages for bodily injury , property damage , or personal and advertising injury to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such damages are sought and to which you submit with our consent.
Claim expenses	means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim .
Coverage territory	means: <ol style="list-style-type: none">1. the United States, its territories or possessions, or Canada;2. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places described in part 1 above; or3. anywhere else in the world, but only if the injury or damage arises out of:<ol style="list-style-type: none">a. goods or products made or sold by you in the territory described in part 1 above;b. the activities of a person whose home is in the territory described in part 1 above but who is away for two weeks or less in the course of performance of your business operations; orc. personal and advertising injury that takes place anywhere through the internet or similar electronic means of communication, provided this Coverage Part will apply only to a claim brought in the United States, its territories or possessions, or Canada.
Damages	means any monetary amount you are ordered to pay by a court, or by an arbitrator in an arbitration to which we have consented. However, damages does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages. Damages because of bodily injury includes care, loss, or services, or death resulting at any time from the bodily injury .
Deductible	means the amount stated as such under the BOP General Liability Coverage Part section of the Declarations.
Electronic data	means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it that enables the computer or device to receive, process, store, retrieve, or send data.
Employee	means any person employed by you , including any leased worker or any temporary worker .
Hostile fire	means a fire that becomes uncontrollable or breaks out from where it was intended to be.
Impaired property	means tangible property, other than your product or your work , that cannot be used or is less useful because: <ol style="list-style-type: none">1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or2. you have failed to fulfill the terms or conditions of a contract or agreement, if such property can be restored to use by: <ol style="list-style-type: none">1. the repair, replacement, adjustment, or removal of your product or your work; or2. your fulfilling the terms or conditions of the contract or agreement.
Insured contract	means:

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1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner;
2. a sidetrack agreement;
3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to **your** business (including any indemnification of a municipality in connection with work performed for such municipality) in which **you** assume the tort liability of another to pay **bodily injury** or **property damage** sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.

However, an insured contract does not include that part of any contract or agreement:

- a. that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;
- b. that indemnifies an architect, engineer, or surveyor for **damages** arising out of:
 - (1) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or
 - (2) giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or
- c. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind, including those listed in part b above.

Leased worker means any person leased to **you** by a labor leasing firm pursuant to an agreement to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

Loading or unloading means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
2. while it is in or on an aircraft, **auto**, or watercraft; or
3. while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

Loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto**, or watercraft.

Medical expenses means reasonable expenses for:

1. first aid administered at the time of an **accident**;
2. necessary medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. necessary ambulance, hospital, professional nursing, and funeral services.

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

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;

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4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers, or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
 - a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street clearing or cleaning;
 - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or
 - c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

Occurrence	means an accident arising out of your business operations, including continuous or repeated exposure to substantially the same general harmful conditions.
Officer	means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.
Personal and advertising injury	means injury, including consequential bodily injury , arising out of one or more of the following offenses: <ol style="list-style-type: none"> 1. false arrest, detention, or imprisonment; 2. malicious prosecution; 3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor; 4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; 5. oral or written publication, in any manner, of material that violates a person's right to privacy; 6. the use of another's advertising idea in your advertisement; or 7. infringement of copyright, trademark, trade dress, or slogan in your advertisement.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
Products-completed operations hazard	<ol style="list-style-type: none"> 1. includes all bodily injury and property damage taking place away from premises owned by or rented to you and arising out of your product or your work, except: <ol style="list-style-type: none"> a. products that are still in your physical possession; or b. work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:

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- (1) when all of the work called for in **your** contract or agreement has been completed;
- (2) when all of the work to be performed at the site has been completed, if **your** contract or agreement calls for work at more than one site; or
- (3) when that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

However, if **your** business includes the selling, handling, or distribution of **your product** for consumption on premises **you** own or rent, the **bodily injury** and **property damage** may occur on premises owned by or rented to **you**; and

2. does not include **bodily injury** or **property damage** arising out of:
 - a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by **you** and that condition was created by the **loading or unloading** of that vehicle by **you**; or
 - b. the existence of tools, uninstalled equipment, or abandoned or unused materials.

Professional services

includes, but is not limited to:

1. legal, accounting, or advertising services;
2. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications;
3. supervisory, inspection, or engineering services;
4. medical, surgical, dental, X-ray, or nursing services, treatment, advice, or instruction;
5. any health or therapeutic service treatment, advice, or instruction;
6. any service, treatment, advice, or instruction for the purpose of appearance, skin enhancement, hair removal or replacement, or personal grooming;
7. optometry or optical or hearing aid services, including the prescribing, preparing, fitting, demonstrating, or distributing of ophthalmic lenses and similar products or hearing aid devices;
8. body piercing services; and
9. services in the practice of pharmacy.

Property damage

means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any **electronic data**.

Temporary worker

means a person who is furnished to **you** to substitute for a permanent **employee** (other than another **temporary worker**) on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not include **leased worker**.

Volunteer worker

means a person who is not **your employee**, and who donates his or her work and acts at **your** direction 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**.

You, your, or insured

means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.

Your product

1. means any:

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General Liability coverage part

- a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - (1) **you**;
 - (2) others trading under **your** name; or
 - (3) a person or organization whose assets or business **you** have acquired; and
 - b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;
2. includes:
- a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and
 - b. the providing of or failure to provide instructions or warnings; and
3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your work

1. means:
- a. work or operations performed by **you** or on **your** behalf; and
 - b. materials, parts, or equipment furnished in connection with such work or operations; and
2. includes:
- a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and
 - b. the providing of or failure to provide instructions or warnings.

SPECIMEN

**I. Insuring agreements-
What is covered**

- A. Buildings **We will pay up to the Building Limit for direct physical damage to or direct physical loss of a **building** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**, provided it is reported to **us** in accordance with Section IV. Your obligations.**
- B. Business personal property **We will pay up to the Business Personal Property Limit for direct physical damage to or direct physical loss of **business personal property**, caused by or resulting from any **covered cause of loss** first commencing during the **policy period**, provided it is reported to **us** in accordance with Section IV. Your obligations.**

II. Additional coverages

We will also pay up to the corresponding limit or number of days stated in the Declarations for the following loss **you sustain or incur, provided it is reported to **us** in accordance with Section IV. Your obligations:**

Business income

- A. 1. Business income:
income loss during the **period of restoration** because **you** are unable to continue **your** business activities for a period longer than the **waiting period** due to damage to or loss of **covered property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.
We will only pay for:
- a. **income loss** sustained during the **period of restoration** and up to the limit or number of days stated in the Declarations; and
 - b. ordinary payroll expenses for the first 90 days of the **period of restoration**, unless a greater number of days is specified in the Declarations.
2. Business income from dependent properties:
income loss during the **period of restoration** because **you** are unable to continue **your** business activities for a period longer than the **waiting period** due to damage to or loss of property at a **dependent property** or **secondary dependent property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.
This subsection A.2. does not apply to any **income loss you** sustain solely due to damage to or loss of **electronic data** at a **dependent property** or **secondary dependent property**, including destruction or corruption of **electronic data**.
3. Civil authority:
- a. **income loss** directly caused by the prevention of access to **covered property** by order of a civil authority, for a period greater than the **waiting period** but not to exceed the number of days stated in the Declarations; and/or
 - b. **extra expense** caused by the prevention of access to **covered property** by order of a civil authority, for a period greater than the **waiting period** but not to exceed: (i) the number of days stated in the Declarations; or (ii) the **period of restoration**, whichever is later.
- Coverage under this subsection A.3. will apply only if the following conditions are met:
- i. **your** prevention of access to such **covered property** is prohibited because of damage to property within one mile of the **covered property**;

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- ii. the civil authority has taken action in response to dangerous physical conditions resulting from the damage or continuation of the **covered cause of loss** that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property; and
- iii. the **covered cause of loss** that caused the damage first commenced during the **policy period**.

4. Extended business income:

income loss after the **period of restoration** has ended, resulting from efforts to restore **your** business activities to a level which would generate the same income amount that would have existed had no **covered cause of loss** occurred.

Coverage under this subsection A.4. will:

- a. apply only if **you** were unable to continue **your** business activities for a period longer than the **waiting period** due to damage to or loss of **covered property** caused by or resulting from any **covered cause of loss**, triggering coverage under A.1. Business income; and
- b. not include loss incurred as a result of unfavorable business conditions caused by the impact of the **covered cause of loss**.

5. Interruption of computer operations:

income loss and **extra expense** during the **period of restoration** because **you** are unable to continue **your** business activities due to damage to or loss of **electronic data** destroyed or corrupted by a computer virus, harmful code, or similar instruction that is:

- a. introduced into or enacted on a computer system (including **electronic data**) or a network to which it is connected; and
- b. designed to damage or destroy any part of the system or disrupt its normal operation.

However, coverage under this subsection A.5. applies only if such destruction or corruption first commenced during the **policy period**.

Coverage under this subsection A.5. does not apply to loss resulting from action taken to avoid or minimize a suspension of operations caused by destruction or corruption of **electronic data**.

Debris removal

- B. reasonable and necessary expenses to remove debris of **covered property** and other debris on or from a **building**, when such debris is caused by or results from a **covered cause of loss** first commencing during the **policy period**.

Coverage under this subsection B will not apply unless such expenses are reported to **us** in writing within 180 days of the date of damage or loss.

Coverage under this subsection B will not apply to expenses to:

- 1. remove debris of property of **yours** that is not insured under this Coverage Part, or property in **your** possession that is not **covered property**;
- 2. remove debris or property owned by or leased to the landlord of the building where **you** conduct **your** business activities, unless **you** have a contractual responsibility to insure such property and it is insured under this Coverage Part;
- 3. remove any property that is not **covered property**, including property addressed under Coverage extension E. Outdoor property;
- 4. remove property of others of a type that would not be **covered property** under this Coverage Part;
- 5. remove deposits of mud or earth from the grounds surrounding a **building**;



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6. extract **pollutants** from land or water; or
7. remove, restore, or replace polluted land or water.

If the sum of the: (i) debris removal expenses covered under this subsection B; and (ii) the amount **we** pay for damage to or loss of **covered property**, exceeds the applicable Building Limit stated in the Declarations, then **we** will pay up to an additional amount equal to 25% of the applicable Building Limit, per occurrence, for debris removal expenses otherwise covered under this subsection B. This additional amount will be in addition to, and not a part of, the applicable Building Limit.

Notwithstanding the above, if no **covered property** sustains damage or loss, the most **we** will pay for removal of debris of other property from **covered property** will be \$5,000, and not the amount stated in the Declarations.

Electronic data

- C. reasonable and necessary costs to recover **electronic data** that has been damaged, lost, destroyed, or corrupted by a **covered cause of loss** or by a computer virus, harmful code, or similar instruction that is: (i) introduced into or enacted on a computer system (including **electronic data**) or a network to which it is connected; and (ii) designed to damage or destroy any part of the system or disrupt its normal operation, provided such damage, loss, destruction, or corruption first commenced during the **policy period**.

This subsection C does not apply to **your stock** of prepackaged software, or to **electronic data** which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning, or security system.

Extra expense

- D. **extra expense** during the **period of restoration** due to damage to or loss of **covered property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

We will only pay for **extra expense** you incur during the **period of restoration** after the date of damage or loss.

Fire department service charge

- E. reasonable and necessary costs **you** incur as a result of fire department firefighting charges imposed after responding to a **covered cause of loss** in, on, or exposing the **covered property**, provided the **covered cause of loss** first commences during the **policy period**.

Coverage under this subsection E applies only to liability **you** assume for such costs in a contract or agreement prior to the loss, or to liability imposed on **you** by local ordinance.

Fire extinguisher systems recharge expense

- F.
 1. reasonable and necessary cost of recharging or replacing, whichever is less, **your** fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of a building or structure described in the Declarations; and
 2. damage to or loss of **covered property** if such damage or loss is the result of an accidental discharge of chemical from a fire extinguisher or fire extinguishing system, provided such discharge first commences during the **policy period**.

Coverage under this subsection F will not apply if the fire extinguishing system is discharged during installation or testing.

Forgery or alteration

- G. loss resulting directly from forgery or alteration of any negotiable instruments that are made or drawn by **you** (or by **your** agent), or purported to have been so made or drawn, provided the loss first commenced during the **policy period**.

A substitute check as defined in the Check Clearing for the 21st Century Act will be treated the same as the original it replaced.

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If **you** are sued because of the refusal to pay any negotiable instrument on the basis it has been forged or altered, and if **you** have **our** prior written consent to defend against the suit, **we** will also pay the reasonable legal expenses **you** incur for that defense.

Increased cost of construction

H. increased costs **you** incur to comply with the minimum standards of an ordinance or law that:

1. regulates the construction or repair of buildings or establishes zoning or land use requirements where a **building** is located; and
2. is in force at the time of loss,

in the course of repair, rebuilding, or replacement of damaged parts of **buildings**, provided such **buildings** are damaged by a **covered cause of loss** first commencing during the **policy period**.

We will not pay any costs due to an ordinance or law with which **you**:

- a. were required to comply before the loss, even when the **building** was undamaged; and
- b. failed to comply.

We will also not pay any costs associated with the enforcement of or compliance with any ordinance or law that requires:

- i. demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to the contamination by **pollutants** or due to the presence, growth, proliferation, spread, or any activity of **fungi**, wet rot, or dry rot; or
- ii. anyone to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way assess the effects of, **pollutants**, **fungi**, wet rot, or dry rot.

We will not make any payments under this subsection H: (i) until the property is actually repaired or replaced; and (ii) unless the repair or replacement is made as soon as reasonably possible after the damage or loss, such time not to exceed two years unless **we** agree in writing to a longer period.

If the **building** is repaired or replaced at the same location, or if **you** elect to rebuild at another location, the most **we** will pay under this subsection H is the increased cost of construction at the same location. If the ordinance or law requires relocation, the most **we** will pay under this subsection H is the increased cost of construction at the new location.

Limited coverage for fungi, wet rot, or dry rot

I. damage to or loss of **covered property** by **fungi**, wet rot, or dry rot resulting from a **specified cause of loss**, other than fire or lightning, that first commences during the **policy period**.

Coverage under this subsection I includes the costs: (i) to remove the **fungi**, wet rot, or dry rot; (ii) to tear out and replace any part of the building or other property as needed to gain access to the **fungi**, wet rot, or dry rot; and (iii) of testing performed after the removal, repair, replacement, or restoration of the damaged property is completed, provided there is a reason to believe that **fungi**, wet rot, or dry rot is present.

Coverage under this subsection I also includes:

1. if a corresponding limit is shown in the Declarations for Additional coverage A. 1. Business income, **income loss**:
 - a. because **you** are unable to continue **your** business activities due to damage or loss covered under this subsection I; or
 - b. otherwise covered under Additional coverage A.1. Business income, if **fungi**, wet rot, or dry rot prolongs the **period of restoration**; and
2. if a corresponding limit is shown in the Declarations for Additional coverage D. Extra expense, **extra expense**:

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- a. due to damage or loss covered under this subsection I; or
- b. otherwise covered under Additional coverage D. Business income, if **fungi**, wet rot, or dry rot prolongs the **period of restoration**.

However, the most **we** will pay for **income loss** and **extra expense** covered under this subsection I is the amount of such **income loss** and **extra expense** incurred during a period of not more than 30 days.

This subsection I does not apply to plants that are a part of a vegetated roof, lawns, trees, or shrubs.

Money orders and counterfeit money

- J. loss resulting directly from **your** good faith exchange of merchandise, **money**, or services for:
 - 1. money orders issued by any post office, express company, or financial institution, and that are not paid upon presentation; or
 - 2. counterfeit **money** received during the regular course of business, provided the loss first commenced during the **policy period**.

Pollutant clean-up and removal

- K. the reasonable and necessary expenses to extract **pollutants** from land or water within 100 feet of a building or structure described in the Declarations, if the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by or results from a **covered cause of loss** that first commences during the **policy period**.
No coverage will apply under this subsection K unless **you** report any such expenses to **us** within 180 days of the date on which such **covered cause of loss** occurs.
Coverage under this subsection K does not apply to the costs to test for, monitor, or assess the effects of **pollutants**, but **we** will pay for testing that is performed in the course of extracting the **pollutants** from the land or water.

No **deductible** will apply to amounts **we** pay under Additional coverage A. Business income, Additional coverage D. Extra expense, Additional coverage E. Fire department service charge, or Additional coverage F. Fire extinguisher systems recharge expense and such amounts will be in addition to, and not a part of any applicable limit of liability.

For all other coverages described in this Section II, **you** must sustain or incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments, and all such payments, other than payments under the additional limit described in Additional coverage B. Debris removal, will be a part of, and not in addition to any applicable limit of liability.

III. Coverage extensions

If an amount appears on the Declarations next to the name of the coverage extension listed below, which indicates **you** have purchased the coverage, **we** will also pay up to the corresponding limit for the following loss **you** sustain or incur, provided it is reported to **us** in accordance with Section IV. Your obligations:

Accounts receivable

- A. damage to or loss of **your accounts receivable** records located in or within 100 feet of a building or structure described in the Declarations caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.
We will also pay the following amounts as a result of the damage to or loss of **your accounts receivable** records:
 - 1. all amounts due from **your** customers that **you** are unable to collect;
 - 2. reasonable and necessary expenses **you** incur to reestablish or reproduce **your** records;
 - 3. interest on any loan that is required to offset amounts **you** are unable to collect pending our payment of such amounts; and



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- reasonable and necessary collection expenses above **your** normal collection expenses.

In addition, if an amount appears on the Declarations next to the name of this coverage extension, which indicates **you** have purchased the coverage, **we** will also pay up to \$5,000 for damage to or loss of **your accounts receivable** records not located in or within 100 feet of a building or structure described in the Declarations, provided such loss or damage would otherwise be covered under this Coverage extension A.

Business personal property temporarily in portable storage units

B. damage to or loss of **your business personal property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**, while such property is temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the buildings or structures described in the Declarations.

Coverage under this subsection B will end 90 days after such property has been placed in the storage unit.

Coverage under this subsection B does not apply:

- if the storage unit itself has been in use at or within 100 feet of a building or structure described in the Declarations for more than 90 consecutive days, even if such property has been stored in the storage unit for 90 or fewer days as of the time of damage or loss;
- to damage or loss otherwise covered under this Coverage Part; or
- to damage or loss to the storage unit itself.

Lock and key replacement

C. reasonable and necessary expenses to replace **your** locks and keys located at or within 100 feet of a building or structure described in the Declarations that are damaged by any **covered cause of loss** first commencing during the **policy period** and occurring in the **coverage territory**.

Newly acquired property

D. 1. Buildings
damage to or loss of a **building** that:
a. is being constructed within 100 feet of an existing building or structure described in the Declarations; or
b. **you** acquire at locations that are intended for use (i) similar to the building(s) or structure(s) described in the Declarations; or (ii) use as a warehouse,
caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

2. Business personal property

damage to or loss of **business personal property** at a **building** that **you** newly acquire during the **policy period**, caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

This subsection D.2. does not apply to personal property that **you** temporarily acquire in the course of installing or performing work on such property or to **your** wholesale activities.

Coverage under this subsection D will end: (i) when this policy expires; (ii) 30 days after **you** acquire the property; or (iii) when **you** report the values to **us**, whichever occurs first. **We** will have the right to charge **you** any additional premium **we** deem necessary in order to provide coverage for the newly acquired property.

Outdoor property

E. damage to or loss of **your**:

- outdoor fences;
- radio and television antennas (including satellite dishes);



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3. signs (other than signs attached to buildings); or
4. trees, shrubs, and plants (other than trees, shrubs, or plants which are part of a vegetated roof),

located at or within 1,000 feet of any building or structure described in the Declarations, provided such damage or loss is caused by or results from fire, lightning, explosion, riot or civil commotion, or impact by aircraft that first commences during the **policy period**.

Coverage under this subsection E includes expenses **you** incur to remove debris of or from such property.

Personal effects

- F. damage to or loss of personal effects that are:
1. owned by **you**, **your** officers, **your** partners or **members**, **your** managers, or **your** employees; and
 2. located at or within 100 feet of a building or structure described in the Declarations, which is caused by or results from any **covered cause of loss** first commencing during the **policy period**. This subsection F does not apply to: (i) tools or equipment used in **your** business; or (ii) damage or loss by theft.

Personal property off-premises

- G. damage to or loss of **your covered property**, other than **money**, **securities**, **valuable papers and records**, or **accounts receivable**, caused by or resulting from any **covered cause of loss** first commencing during the **policy period** while such **covered property** is in the course of transit or at a premises **you** do not own, lease, or operate.

Temporary business resumption expenses

- H. additional costs to temporarily relocate **your** business activities from a **building** because it becomes unusable for such business activities due to damage or loss caused by a **covered cause of loss** first commencing during the **policy period**.
- Coverage under this subsection H is limited to costs **you** incur to:
1. rent equipment that has become unusable or would be more expensive to move than to rent;
 2. move equipment and supplies into **your** temporary location; and
 3. rent **your** temporary location, but only to the extent such costs exceed the costs to rent the premises where **you** normally conduct **your** business activities.

Valuable papers and records

- I. damage to or loss of **valuable papers and records** that:
1. **you** own, or that are in **your** care, custody, or control; and
 2. are at or within 100 feet of a building or structure described in the Declarations, caused by or resulting from any **covered cause of loss** first commencing during the **policy period**. Coverage under this subsection I includes the cost to research, replace, or restore the lost information on **valuable papers and records** for which duplicates do not exist.
- This subsection I does not apply to: (i) property held as samples or for delivery after sale; or (ii) property in storage.

Damage to or loss of **valuable papers and records** will be valued at the cost of restoration or replacement of the damaged or lost information. To the extent the contents of the **valuable papers and records** are not restored, the **valuable papers and records** will be valued at the cost of replacement with blank materials of substantially identical type.

In addition, if an amount appears on the Declarations next to the name of this coverage extension, which indicates **you** have purchased the coverage, **we** will pay up to \$5,000 for damage to or loss of **your valuable papers and records** not located in or within 100 feet of a building or structure described in the Declarations, provided such loss or damage would otherwise be covered under this Coverage extension I.

You must sustain or incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments under this Section III, but all such payments will be in addition to, and not a part of, the applicable limit of liability.

IV. Your obligations

- | | |
|---------------------------------------|--|
| Notifying us of losses | <p>A. You must give written notice to us of any damage to or loss of covered property as soon as reasonably possible, including a description of the property involved.</p> <p>All such notifications must be made in writing and submitted to us via the designated email address or mailing address identified in Item 6 of the Declarations.</p> |
| Deductible | <p>B. We will not be obligated to make any payments under this Coverage Part unless the covered loss you sustain in any one occurrence is greater than the deductible, in which case we will only be responsible for the amount of loss in excess of such deductible.</p> <p>No deductible applies to loss under Additional coverage A. Business income, Additional coverage D. Extra expense, Additional coverage E. Fire department service charge, or Additional coverage F. Fire extinguisher systems recharge expense.</p> |
| Duties in the event of damage or loss | <p>C. You must see that the following are done in the event of damage to or loss of covered property:</p> <ol style="list-style-type: none"> 1. Notify the police if a law may have been broken. 2. As soon as possible, give us a description of how, when, and where the damage or loss occurred. 3. 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. Also, if feasible, set the damaged property aside and in the best possible order for examination. Any expenses you incur to protect such property will not increase the limits of liability, and we will not pay for any subsequent damage or loss resulting from a cause of loss that is not a covered cause of loss. 4. At our request, give us complete inventories of the damaged and undamaged property, including quantities, costs, values, and amount of the loss claimed. 5. As often as may be reasonably required, and up to three years after the end of the policy period, permit us to: inspect the property involved in the damage or loss and examine your books and records; take samples of the damaged and undamaged property for inspection, testing, and analysis; and make copies from your books and records. 6. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms. 7. Resume all or part of your business activities as quickly as possible. |
| Examination under oath | <p>D. We may examine you or any of your employees and representatives under oath, while not in the presence of any other employees or representatives and at such times as may be reasonably required, about any matter relating to this Coverage Part or the claim, including your books and records. In the event of such an examination, all answers must be signed.</p> |

V. How loss is paid

How much we will pay

A. **We** will pay up to the applicable Building Limit stated in the Declarations for damage or loss covered under Insuring agreement A. Buildings, caused by any one occurrence.

We will pay up to the Business Personal Property Limit stated in the Declarations for damage or loss covered under Insuring agreement B. Business personal property, caused by any one occurrence.

Payment of loss and valuation

B. In the event of damage or loss covered by this Coverage Part, **we** will do one of the following at **our** option. **We** will give **you** notice of **our** intentions within 30 days after **we** receive the sworn proof of loss.

1. Payment of value:

We will pay for the value of the damaged or lost **covered property** in excess of the **deductible**. For the following items, value will be determined according to the actual cash value:

- a. buildings and structures, if the Actual Cash Value – Building option is shown in the Declarations;
- b. used or secondhand merchandise held in storage for sale;
- c. property of others. However, if any item of personal property of others is subject to a written contract governing **your** liability for damage or loss to that item, then valuation of that item will be based on the amount for which **you** are liable under such contract, not to exceed the replacement cost of the property or the applicable limit of liability, whichever is lower;
- d. household contents, except personal property in apartments or rooms furnished by **you** as a landlord;
- e. manuscripts; and
- f. works of art, antiques, or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain, and bric-a-brac.

For all other items, value will be the replacement cost without deduction for depreciation. However, **we** will not pay on a replacement cost basis for any damage or loss: (i) until the damaged or lost property is actually repaired or replaced; and (ii) unless the repair and replacement is made as soon as reasonably possible after the damage or loss, except that **we** will pay on a replacement cost basis for any damage or loss to **buildings** if the cost to repair or replace such property is less than \$2,500.

You may make a claim for damage or loss covered by this Coverage Part on an actual cash value basis instead of on a replacement cost basis. In the event **you** elect to have damage or loss settled on an actual cash value basis, **you** may still make a claim on a replacement cost basis if **you** notify us of **your** intention to do so within 180 days after the damage or loss.

2. Pay to repair or replace:

We will pay for the cost of repairing or replacing the damaged or lost **covered property** in excess of the **deductible**. To the extent that **electronic data** is not restored, the loss will be valued at the cost of replacement of the media on which the **electronic data** was stored, with blank media of substantially identical type.

However, if at the time of loss:

- a. the limit applicable to the damaged or lost property is 80% or more of the full replacement cost of the property immediately before the loss, **we** will pay the cost to repair or replace such property, but **we** will not be obligated to pay more than:
 - i. the applicable limit of liability;

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- ii. the cost to replace, at the same location, the damaged or lost property with other property: (i) of comparable material and quality; and (ii) used for the same purpose; or
- iii. the amount that **you** actually spend that is necessary to repair or replace the damaged or lost property,

whichever is least.

- b. the limit applicable to the damaged or lost property is less than 80% of the full replacement cost of the property immediately before the loss, **we** will pay the greater of the following amounts:
 - i. the actual cash value of the damaged or lost property; or
 - ii. a proportion of the cost to repair or replace the damaged or lost property, after application of the **deductible** and without deduction for depreciation. This proportion will equal the ratio of the applicable limit to 80% of the full replacement cost of the property.

In all events, **we** will not be obligated to pay more than the applicable limit of liability.

3. Salvage:

We will take all or part of the damaged or lost property at an agreed or appraised value.

4. Repair, rebuild, or replace:

We will repair, rebuild, or replace the damaged or lost **covered property** with other property of like kind and quality.

The cost to repair, rebuild, or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use, or repair of property, except to the extent covered under Additional coverage H. Increased cost of construction.

C. For the following items, **we** will take the following into consideration when adjusting the loss:

1. Accounts receivable:

When there is proof of damage to or loss of **your accounts receivable** records and **you** cannot accurately establish the total amount of **accounts receivable** outstanding as of the date of such damage or loss, **we** will calculate the amount of the loss by taking into consideration the following:

- a. the total of the average monthly amounts of **accounts receivable** for the 12 months immediately preceding the month in which the damage or loss occurs; and
- b. the normal fluctuations in the amount of **accounts receivable** for the month in which the damage or loss occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of **accounts receivable**, however that amount is established:

- i. the amount of the accounts for which there is no damage or loss;
- ii. the amount of the accounts that **you** are able to reestablish or collect;
- iii. an amount to allow for probable bad debts that **you** are normally unable to collect; and
- iv. all unearned interest and service charges.

If it is possible to reconstruct **accounts receivable** records so that no shortage is sustained, **we** will only pay the reasonable and necessary costs incurred to re-establish or reconstruct such records, and not for any costs covered by any other insurance.

2. Business income:



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In calculating **income loss**, **we** will take into consideration:

- a. **your** actual earnings during the 12 months immediately preceding the date of the damage or loss; and
- b. the trend of **your** business and variations before and after the loss so that allowances are made for any material variations or changed circumstances, whether relating to market conditions or otherwise.

When fully adjusted, the **income loss** payable will represent as nearly as possible the earnings **you** would have realized during the **period of restoration** had such damage or loss not occurred.

If **you** could have reduced the total **income loss** or **extra expense** resulting from the interruption of business by:

- i. a complete or partial resumption of the business operations;
- ii. making use of merchandise, **stock**, or other property at the affected location or elsewhere, or another source or outlet for **your** materials or products; and/or
- iii. using or increasing business operations elsewhere,

we will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

3. Glass:

In the event of a loss covered under this Coverage Part, **we** will also pay for:

- a. reasonable and necessary expenses to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed;
- b. expenses to remove or replace obstructions when repairing or replacing glass that is part of a building, but **we** will not pay to remove or replace any window displays; and
- c. the cost to replace covered glass with safety glazing material, if required by law.

4. Tenants' improvements and betterments:

In the event of damage to or loss of tenants' improvements and betterments, **we** will pay:

- a. replacement cost if **you** make repairs promptly;
- b. a proportion of **your** original cost if **you** do not make repairs promptly. **We** will determine the proportionate value as follows:
 - i. multiply the original cost by the number of days from the damage or loss to the expiration of the lease; and
 - ii. divide the amount determined in i. above by the number of days from the installation of improvements to the expiration of the lease.

If **your** lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this provision; or

- c. nothing if others pay for repairs or replacement.

5. Water damage or other liquid, powder, or molten material damage:

If damage or loss caused by or resulting from covered water or other liquid, powder, or molten material occurs, **we** will also pay the cost to tear out and replace any part of the **building** to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect in such system or appliance that caused the damage or loss, but **we** will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. results in discharge of any substance from an automatic fire protection system; or

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- b. is directly caused by freezing.
- Resumption of operations D. If **you** could have reduced the amount of **your income loss** or **extra expense** resulting from the suspension of **your** business activities by:
1. using damaged or undamaged property (including merchandise or **stock**); or
 2. a complete or partial resumption of **your** business activities,
- we** will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.
- Building limit automatic increase E. The Building Limit applicable to any damage to or loss of **covered property** will be increased by the amount:
1. stated as the Building Limit in the Declarations;
 2. multiplied by the Building limit – automatic increase percentage stated in the Declarations;
 3. multiplied by the number of days between the inception of the **policy period** or the most recent change to the Building Limit, whichever is later, and the date the **covered cause of loss** first commenced; and
 4. divided by 365.
- Seasonal increase F. To provide for seasonal variances in **your** business activities, **we** will automatically increase the Business Personal Property Limit when adjusting any losses to **business personal property you** sustain by:
1. the Seasonal Increase percentage shown in the Declarations; or
 2. 25%, if no Seasonal Increase percentage is shown in the Declarations,
- so long as the Business Personal Property Limit **you** purchased is at least 100% of **your** average monthly values during the:
- a. 12 months immediately preceding the date the damage or loss occurs; or
 - b. period of time **you** have been in business as of the date the damage or loss occurs, whichever is less.
- Preservation of property G. If you must move **covered property** away from a **building** to preserve it from damage or loss by a **covered cause of loss**, **we** will also pay for damage to or loss of such **covered property** while it is being moved to or temporarily stored at another location, if such damage or loss occurs within 30 days after the property is first moved.
- When we will pay loss H. **We** will pay for covered damage or loss within 30 days after **we** receive the sworn proof of loss, provided **you** have complied with all of the terms of this policy, and either **we** have reached agreement with **you** on the amount of loss or an appraisal award has been made.
- Who we will pay I. 1. Your property:
- If **you** own the **covered property** that is damaged or lost, then **we** will adjust the loss with **you** and pay **you** or anyone **you** designate. However, **we** will not pay **you** more than **your** financial interest in the **covered property**.
2. Property of others:

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Our payment for damage to or loss of property of others will only be for the account of the owners of the property. **We** may adjust losses with the owners of damaged or lost property if other than **you**. If **we** pay the owners, such payments will satisfy **your** claims against **us** for the owners' property. **We** will not pay the owners more than their financial interest in the **covered property**. **We** may elect to defend **you** against suits arising from claims of owners of property, which **we** will do at **our** own expense.

3. Mortgageholders:

We will make payments for covered damage or loss to each mortgageholder shown in the Declarations in their order of precedence, as their interests may appear.

A mortgageholder's right to loss payment will not be affected by that mortgageholder's initiation of foreclosure or other similar proceeding on the applicable **building**.

If **we** deny a claim because of **your** acts or because **you** have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

1. pays any premium due under this policy 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 mortgageholder.

If **we** pay the mortgageholder for any damage or loss and deny payment to **you** because of **your** acts or because **you** have failed to comply with the terms of this policy, the mortgageholder's:

- a. rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and
- b. right to recover the full amount of the mortgageholder's claim will not be impaired.

At **our** option, **we** may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, **your** mortgage and note will be transferred to **us** and **you** will pay **your** remaining mortgage debt to **us**.

If **we** cancel this policy, **we** will give written notice to the mortgageholder at least:

- i. ten days before the effective date of cancellation if **we** cancel due to **your** nonpayment of premium; and
- ii. 30 days before the effective date of cancellation if **we** cancel for any other reason.

If **we** elect not to renew this policy, **we** will give written notice to the mortgageholder at least ten days before the expiration of the **policy period**.

**VI. Limitations –
What is not
covered
property**

A. **We** will not pay for damage to or loss of:

1. steam boilers, steam pipes, steam engines, or steam turbines caused by or resulting from any condition or event inside such equipment. But **we** will pay for damage to or loss of such equipment caused by or resulting from an explosion of gases or fuel within

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- the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;
2. hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion;
 3. property that is missing, where the only evidence of the damage or loss is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
 4. property that has been transferred to a person or to a place away from a **building** on the basis of unauthorized instructions;
 5. the interior of any building or structure described in the Declarations, or to the personal property in such building or structure, caused by or resulting from rain, snow, sleet, ice, sand, or dust, whether driven by wind or not, unless: (i) the building or structure first sustains damage by a **covered cause of loss**; or (ii) the damage or loss is caused by or results from thawing of snow, sleet, or ice on the building or structure.
- This limitation also applies to property covered under Coverage extension B. Business personal property temporarily in portable storage units; or
6. lawns, trees, shrubs, or plants which are part of a vegetated roof, caused by or resulting from: (i) dampness or dryness of atmosphere or of soil supporting the vegetation; (ii) changes in or extremes of temperature; (iii) disease; (iv) frost or hail; or (v) rain, snow, ice, or sleet.
- B. **We will not pay for damage to or loss of the following types of property unless caused by the specified causes of loss or building glass breakage:**
1. animals, and then only if they are killed or their destruction is made necessary; or
 2. fragile articles such as glassware, statuary, marble, chinaware, and porcelain, if broken. This restriction does not apply to: (i) glass that is part of the exterior or interior of a **building**; (ii) containers of property held for sale and stored in their original packaging or containers; or (iii) photographic or scientific instruments or lenses.
- C. For damage or loss by theft, the following types of property are covered only up to the corresponding sublimits stated in the Declarations: (i) furs, fur garments, and garments trimmed with fur; (ii) jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals (except for jewelry and watches worth \$100 or less per item; and (iii) patterns, dies, molds, and forms.

VII. Exclusions – What we will not pay

- A. **We will not pay for damage or loss caused directly or indirectly by or resulting from any of the following. Such damage or loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:**

- Earth movement
1. earthquake, including tremors and aftershocks and any earth sinking, rising, or shifting related to such event; landslide, including any earth sinking, rising, or shifting related to such event; mine subsidence, meaning subsidence of a human-made mine, whether or not mining activity has ceased; and earth sinking (other than sinkhole collapse), rising, or shifting including soil conditions which cause settling, cracking, or other disarrangement of foundations or other parts of real property. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface.

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But if earth movement, as described in this paragraph, results in fire or explosion, **we** will pay for the damage or loss caused by such fire or explosion.

This exclusion applies regardless of whether the earth movement is caused by an act of nature or is otherwise caused.

Fungi, wet rot, or dry rot 2. presence, growth, proliferation, spread, or any activity of **fungi**, wet rot, or dry rot. But if **fungi**, wet rot, or dry rot results in the **specified causes of loss**, **we** will pay for the damage or loss caused by the **specified causes of loss**.

However, this exclusion does not apply:

- a. when **fungi**, wet rot, or dry rot results from fire or lightning; or
- b. to loss otherwise covered under Additional coverage I. Limited coverage for fungi, wet rot, or dry rot.

Governmental action 3. seizure or destruction of property by order of governmental authority; however, **we** will pay for damage or loss caused by or resulting from acts of destruction ordered by a governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

Ordinance or law 4. the enforcement of or compliance with any ordinance or law: (i) regulating the construction, use, or repair of any property; or (ii) requiring the tearing down of any property, including the cost of removing its debris.

This exclusion applies whether the loss results from:

- a. an ordinance or law that is enforced even if the property has not been damaged; or
- b. the increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling, or demolition of property or removal of its debris, following a physical loss to that property.

This exclusion does not apply to any costs otherwise covered under Additional coverage H. Increased cost of construction.

Utility services 5. the failure of power, communication, water, or other utility service supplied to a building or structure described in the Declarations, however caused, if the failure: (i) originates away from such building or structure; or (ii) originates at such building or structure, but only if such failure involves equipment used to supply the utility service to the building or structure from a source away from the building or structure. Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Damage or loss caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

However, if the failure or surge of power, or the failure of communication, water, or other utility service, results in a **covered cause of loss**, **we** will pay for the damage or loss caused by that **covered cause of loss**.

Communication services include but are not limited to services relating to internet access or access to any electronic, cellular, or satellite network.

This exclusion does not apply to damage or loss to **computers** or **electronic data**.

Virus or bacteria 6. any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease; however, this exclusion will not apply to damage or loss caused by or resulting from **fungi**, wet rot, or dry rot.

Volcanic eruption 7. volcanic eruption, explosion, or effusion; however, if volcanic eruption, explosion, or effusion results in fire, building glass breakage, or volcanic action, **we** will pay for the damage or loss caused by such fire, building glass breakage, or volcanic action.

For purposes of this exclusion, "volcanic action" means direct damage or loss resulting from the eruption of a volcano when the damage or loss is caused by: (i) airborne volcanic blast or airborne shock waves; (ii) ash, dust, or particulate matter; or (iii) lava flow. With respect to

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coverage for volcanic action as set forth in this paragraph, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause damage to or loss of **covered property**.

Water

8. flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); mudslide or mudflow; water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment; water under the ground surface pressing on, or flowing or seeping through, foundations, walls, floors, or paved surfaces, basements, whether paved or not, or doors, windows, or other openings; or waterborne material carried or otherwise moved by any of the water referred to above or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

However, if any of the above results in fire, explosion, or sprinkler leakage, **we** will pay for the damage or loss caused by such fire, explosion, or sprinkler leakage.

Exclusions 1, 2, 4, 5, 6, 7, and 8 will not apply to Coverage extension A. Accounts receivable or Coverage extension I. Valuable papers and records.

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

Collapse

9. collapse, including any of the following conditions of property or any part of the property: (i) an abrupt falling down or caving in; (ii) loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or (iii) any cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion as such condition relates to the foregoing. But if collapse results in a **covered cause of loss**, **we** will pay for the damage or loss caused by such **covered cause of loss**.

This exclusion does not apply to collapse caused by one or more of the following:

- a. the **specified causes of loss**;
- b. breakage of building glass;
- c. weight of rain that collects on a roof; or
- d. weight of people or personal property.

Consequential losses

10. delay, loss of use, or loss of market.

Continuous or repeated seepage or leakage of water

11. continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

Cyber incident

12. any:
- a. unauthorized access to or use of any computer system, including **electronic data**;
 - b. malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system, including **electronic data**, and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, or prevent or restrict access to or the use of any part of any computer system (including **electronic data**) or otherwise disrupt its normal functioning or operation;
 - c. denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or
 - d. threat, hoax, or demand relating to subparts a, b, or c above.

But if any event described in subparts a, b, or c above results in a fire or explosion, **we** will pay for the loss of or damage to **covered property** caused by that fire or explosion, so long

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as the applicable state law governing this policy requires that such losses be covered in accordance with that state's standard fire policy provisions.

However, this exclusion will not apply to:

- i. damage to or loss of **electronic data** otherwise covered under Additional coverage C. Electronic data;
- ii. income loss and **extra expense** otherwise covered under Additional coverage A.5. Interruption of computer operations.

Dishonesty

13. a. dishonest or criminal acts (including theft) by **you**, anyone else with an interest in the property, or any of **your** or their partners, **members**, officers, **managers**, employees (including temporary or leased employees), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
- b. theft by any person to whom **you** entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during **your** normal hours of operation, but does not apply to acts of destruction by **your** employees (including temporary or leased employees) or authorized representatives.

Solely with respect to coverage provided for **your accounts receivable** records and **valuable papers and records**, this exclusion does not apply to acts committed by carriers for hire.

Electrical apparatus

14. artificially generated electrical, magnetic, or electromagnetic energy that damages, disturbs, disrupts, or otherwise interferes with any: (i) electrical or electronic wire, device, appliance, system, or network; or (ii) device, appliance, system, or network utilizing cellular or satellite technology.

For purposes of this exclusion, electrical, magnetic, or electromagnetic energy includes but is not limited to: (i) electrical current, including arcing; (ii) electrical charge produced or conducted by a magnetic or electromagnetic field; (iii) pulse of electromagnetic energy; or (iv) electromagnetic waves or microwaves.

However, if fire results, **we** will pay for the damage or loss caused by such fire.

We will pay for damage to or loss of any **computers** due to artificially generated electrical, magnetic, or electromagnetic energy, but only if such damage or loss is caused by or results from:

- a. an occurrence that took place within 100 feet of a building or structure described in the Declarations; or
- b. interruption of electric power supply, power surge, blackout, or brownout if the cause of such occurrence took place within 100 feet of such a building or structure.

Electrical disturbance

15. electrical or magnetic injury, disturbance, or erasure of **electronic data**, except **we** will pay for:
- a. damage to or loss of **electronic data** otherwise covered under Additional coverage C. Electronic data; or
 - b. direct damage or loss caused by lightning.

Errors or omissions

16. errors or omissions in: (i) programming, processing, or storing data, as described under **electronic data** or in any **computer** operations; or (ii) processing or copying **valuable papers and records**.

However, **we** will pay for damage or loss caused by resulting fire or explosion if these causes of loss would otherwise be covered by this Coverage Part.

Exposed property

17. rain, snow, ice, or sleet to personal property in the open.

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- False pretense 18. voluntary parting with any property by **you** or anyone else to whom **you** have entrusted the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.
- Frozen plumbing 19. water or other liquid, powder, or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment (except fire protective systems) caused by or resulting from freezing, unless: (i) **you** do **your** best to maintain heat in the **building**; or (ii) **you** drain the equipment and shut off the supply if heat is not maintained.
- Installation, testing, repair 20. errors or deficiency in the design, installation, testing, maintenance, modification, or repair of **your computer** system including **electronic data**. But **we** will pay for damage or loss caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Part.
- Other types of loss 21. a. wear and tear, rust or other corrosion, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself;
b. smog;
c. settling, cracking, shrinking, or expansion;
d. nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
e. mechanical breakdown, including rupture or bursting caused by centrifugal force; however, this exclusion will not apply to the breakdown of **computers**; or
f. with respect to personal property only, dampness or dryness of atmosphere, changes in or extremes of temperature, or marring or scratching.
- However, if any of the above results in any **specified causes of loss** or building glass breakage, **we** will pay for the damage or loss caused by such **specified causes of loss** or building glass breakage.
- Pollution 22. the discharge, dispersal, seepage, migration, release, or escape of **pollutants**, unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by the **specified causes of loss**. However, if the discharge, dispersal, seepage, migration, release, or escape of **pollutants** results in the **specified causes of loss**, **we** will pay for the damage or loss caused by the **specified causes of loss**.
- Smoke, vapor, gas 23. smoke, vapor, or gas from agricultural smudging or industrial operations.
- Steam apparatus 24. explosion of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by **you**, or operated under **your** control. However, if an explosion of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, **we** will pay for damage or loss caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- Exclusions 9, 10, 11, 14, 15, 17, 19, 20, 21, 22, 23, and 24 will not apply to Coverage extension A. Accounts receivable or Coverage extension I. Valuable papers and records.
- C. We** will not pay for damage or loss caused by or resulting from any of the following, but if an excluded cause of loss that is listed below results in any **covered causes of loss**, **we** will pay for the damage or loss caused by such **covered cause of loss**:
- Acts or decisions 25. acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
- Damage or loss to products 26. solely with respect to any merchandise, goods, or other product, any error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production, or use of the product, including planning, testing, processing, packaging, installation, maintenance, or repair. This exclusion applies to any effect that compromises the form, substance, or quality of the product.

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Negligent work 27. faulty, inadequate, or defective: (i) planning, zoning, development, surveying, or siting; (ii) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction; (iii) materials used in repair, construction, renovation, or remodeling; or (iv) maintenance, of all or part of any property.

Weather conditions 28. weather conditions; however, this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Section VII. Exclusions – What is not covered, A to produce the damage or loss.

Exclusion 26 will not apply to Coverage extension A. Accounts receivable or I. Valuable papers and records.

D. Solely with respect to your accounts receivable records, we will not pay for damage or loss:

Alteration or falsification of records 29. caused by or resulting from alteration, falsification, concealment, or destruction of records of **accounts receivable** done to conceal the wrongful giving, taking or withholding of **money, securities,** or other property. This exclusion applies only to the extent of the wrongful giving, taking, or withholding.

Bookkeeping errors 30. caused by or resulting from bookkeeping, accounting, or billing errors or omissions.

Loss requiring audit or computation 31. that requires any audit of records or any inventory computation to prove its factual existence.

E. We will not pay for any extra expense or increase of income loss caused by or resulting from:

Strikes/civil commotion 32. the delay in rebuilding, repairing, or replacing the damaged **covered property** or resuming **your** business operations due to interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

Suspension of license or contract 33. the suspension, lapse, or cancellation of any license, lease, or contract. However, if the suspension, lapse, or cancellation is directly caused by the suspension of **your** business operations, **we** will cover such loss that affects **your income loss** during the **period of restoration** and any extension of the **period of restoration** in accordance with the terms of Additional coverage A.4. Extended business interruption.

VIII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

Accounts receivable means amounts due from **your** customers that **you** are unable to collect.

Building means any building or structure identified in the Schedule of Described Premises in the Declarations and located in the **coverage territory**.

Building also includes:

1. completed additions to such buildings or structures;
2. fixtures, including outdoor fixtures, in or on such buildings or structures;
3. permanently installed machinery and equipment in or on such buildings or structures;
4. **your** personal property in apartments, rooms, or common areas furnished by **you** as landlord within such buildings or structures;
5. personal property owned by **you** located in or within 100 feet of such buildings or structures that is used to maintain or service such buildings or structures, including:
 - a. fire extinguishing equipment;
 - b. outdoor furniture;
 - c. floor coverings; and
 - d. appliances used for refrigerating, ventilating, cooking, dishwashing, or laundering; and



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6. if not covered by other insurance, the following:
 - a. additions under construction, alterations, and repairs to such buildings or structures; and
 - b. materials, equipment, supplies, and temporary structures, on or within 100 feet of such a building or structure, used for making additions, alterations, or repairs to such buildings or structures.

Building does not include any **business personal property**.

Business personal property

means the following types of business personal property located in a **building**, or in the open (or inside a vehicle) within 100 feet of a **building**:

1. property **you** own that is used in **your** business activities;
2. property of others that is in **your** care, custody, or control, except as otherwise provided in Section V. How loss is paid, H.2. Property of others;
3. tenants' improvements and betterments. Improvements and betterments are fixtures, alterations, installations, or additions: (i) made a part of a **building you** occupy but do not own; and (ii) **you** acquired or made at **your** expense but cannot legally remove;
4. leased personal property which **you** have a written contractual responsibility to insure, unless otherwise provided for under paragraph 2 above; and
5. exterior building glass, if **you** are a tenant. The glass must be owned by **you** or in **your** care, custody, or control.

If any property described in parts 1-4 above is located at **your** residence, such property will qualify as **covered property** only if it is used in connection with **your** business activities.

Computer

means any: (i) programmable electronic equipment that is used to store, retrieve, and process data; and (ii) associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission. **Computer** does not include those used to operate production-type machinery or equipment.

Coverage territory

means the United States of America, its territories or possessions, or Canada.

Covered cause of loss

means damage or physical loss that is not otherwise excluded or limited under Section VI. Limitations or Section VIII. Exclusions – What is not covered of this Coverage Part.

Covered property

means **buildings** and **business personal property**.

Covered property does not include:

1. aircraft, automobiles, motortrucks, motorcycles, trailers, and any other vehicles subject to motor vehicle registration;
2. **money or securities**;
3. contraband or property in the course of illegal transportation or trade;
4. land, whether resurfaced with stone, gravel, or another similar layer (including land on which the property is located), water, growing crops, or lawns (other than lawns which are part of a vegetated roof);
5. outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts, or towers, signs (other than signs attached to buildings), trees, shrubs, or plants (other than trees, shrubs, or plants which are part of a vegetated roof);
6. watercraft (including motors, equipment, and accessories) while afloat;
7. accounts, bills, food stamps, other evidences of debt, **accounts receivable**, or **valuable papers and records**, except as otherwise provided in this Coverage Part;
8. **computers** which are permanently installed or designed to be permanently installed in any aircraft, automobiles, motortrucks, motorcycles, trailers, watercraft, or other vehicle subject



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to motor vehicle registration. This paragraph does not apply to **computers** while held as **stock**;

9. **electronic data**, except as provided in Additional coverage C. Electronic data. This paragraph 9 does not apply to **your stock** of prepackaged software or to **electronic data** which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning, or security system;
10. animals, unless owned by others and boarded by **you**, or if owned by **you**, only as **stock** while inside of buildings;
11. property that is covered under another policy in which it is more specifically described, except for the excess of the amount due (whether collectible) from that other insurance;
12. property left or stored in the open except those that typically reside outside;
13. commercial tools and small equipment. This does not apply to **your** commercial tools and small equipment permanently installed or exclusively used at any premises where **you** perform business activities; or
14. employee tools and small equipment.

Deductible

means the amount stated as such under the Buildings and Business Personal Property Coverage Part section of the Declarations.

Dependent property

means a property located within the **coverage territory** that is owned by others and on which **you** depend to:

1. deliver materials or services to **you** or to others for **your** account. But services does not mean water supply services, wastewater removal services, communication supply services, or power supply services;
2. accept **your** products or services;
3. manufacture **your** products for delivery to **your** customers under contract for sale; or
4. attract customers to **your** business.

Electronic data

means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, as used in this definition, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

Extra expense

means the following reasonable and necessary expenses **you** incur during the **period of restoration** to:

1. avoid or minimize the suspension of **your** business activities at a **building**, including any relocation expenses and costs **you** incur to equip and operate a temporary location; or
2. minimize the suspension of business if **you** cannot continue **your** business activities at the **building**, including:
 - a. repairing or replacing any **business personal property**; or
 - b. researching, replacing, or restoring the lost information on damaged **valuable papers and records**,

but only to the extent such efforts reduce the amount of loss that otherwise would have been payable under this Coverage Part,

provided, **you** would not have incurred such expenses if no damage or loss resulting from a **covered cause of loss** had occurred.

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The most **we** will pay for **extra expense** is the reasonable and necessary costs and expenses **you** actually incur to minimize the interruption to **your** business activities, or **your** expected **income loss**, whichever is less.

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 .
Income loss	means the sum of the following: <ol style="list-style-type: none">1. net income (net profit or loss before taxes) you would have earned if no damage or loss had occurred, but does not include net income that likely would have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the covered cause of loss on customers or on other businesses; and2. continuing normal operating expenses you incur, including ordinary payroll for your employees, but not any of your: (i) officers; (ii) partners; (iii) members; (iv) managers; or (v) employees under contract.
Manager	means a person serving in a directorial capacity for a limited liability company .
Member	means an owner of a limited liability company represented by its membership interest, who also may serve as a manager .
Money	means: (i) currency, coins, and bank notes in current use and having a face value; and (ii) traveler's checks, register checks, and money orders held for sale to the public.
Period of restoration	means the period of time that begins immediately after the: <ol style="list-style-type: none">1. expiration of the waiting period; or2. time of damage or loss if no waiting period applies, and ends on the earlier of the date when: <ol style="list-style-type: none">a. the property should be repaired, rebuilt, or replaced with reasonable speed and similar quality; orb. your business activities are resumed to a level which would generate the same income amount that would have existed had no damage or loss occurred. <p>Period of restoration does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:</p> <ol style="list-style-type: none">i. regulates the construction, use, or repair, or requires the tearing down, of any property; orii. requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, respond to, or assess the effects of pollutants. <p>The end of the policy period will not cut short the period of restoration.</p>
Pollutants	mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed. <p>Pollutants does not include any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease.</p>
Secondary dependent property	means an entity located within the coverage territory that is not owned or operated by you or a dependent property and: <ol style="list-style-type: none">1. delivers materials or services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or2. accepts materials or services from a dependent property, which in turn accepts your materials or services. <p>Secondary dependent property does not include:</p>



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- a. a road, bridge, tunnel, waterway, airfield, pipeline, or any other similar area or structure; or
- b. any entity that provides the following services:
 - i. water supply;
 - ii. wastewater removal;
 - iii. communication supply; or
 - iv. power supply.

Securities

means negotiable and nonnegotiable instruments or contracts representing either **money** or other property and includes: (i) tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and (ii) evidences of debt issued in connection with credit or charge cards, which cards are not issued by **you**. **Securities** does not include **money**.

Specified causes of loss

means: (i) fire; (ii) lightning; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircrafts or vehicles; (vii) riot or civil commotion; (viii) vandalism (but not any cyber incident); (ix) leakage from fire extinguishing equipment; (x) sinkhole collapse; (xi) volcanic action; (xii) falling objects; (xiii) weight of snow, ice, or sleet; or (xiv) water damage.

For purposes of this definition:

1. "sinkhole collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include: (i) the cost of filling sinkholes; or (ii) sinking or collapse of land into human-made underground cavities.
2. "falling objects" does not include damage to or loss of: (i) personal property in the open; or (ii) the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
3. "water damage" means:
 - a. accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; or
 - b. accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located more than 100 feet from a building or structure described in the Declarations and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include damage or loss otherwise excluded under the terms of Exclusion 8. Water. Therefore, for example, there is no coverage if discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of Exclusion 8. Water, there is no coverage for damage or loss caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent accidental discharge or leakage of water falls within the criteria set forth in 3.a or 3.b of this definition, such water is not subject to the provisions of Exclusion 8. Water which preclude coverage for surface water or water under the ground surface.

4. "volcanic action" means direct damage or loss resulting from the eruption of a volcano when the damage or loss is caused by: (i) airborne volcanic blast or airborne shock waves; (ii) ash, dust, or particulate matter; or (iii) lava flow. Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause damage to or loss of **covered property**.

Stock

means merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.



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Valuable papers and records	means inscribed, printed, or written documents, manuscripts, and records, including abstracts, books, deeds, drawings, films, maps, or mortgages. Valuable papers and records does not include money, securities, or electronic data .
Waiting period	means the number of hours stated as such in the Declarations commencing from the date and time on which the initial interruption to your business activities occurs.
You or your	means the named insured identified in Item 1 of the Declarations.

IX. Other provisions affecting coverage

Abandonment	A. There can be no abandonment of any property to us .
Appraisal	B. If we and you disagree on the amount of loss, including income loss or extra expense , either party may make a written demand for an appraisal of such loss. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that such selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of loss. If the appraisers do not agree on the amount of the loss, they will submit their differences to the umpire. Agreement by the umpire and at least one of the appraisers regarding the amount of the loss will be binding on you and us . Each party will pay their respective chosen appraiser and will equally share the costs of the umpire.
Cancellation	C. <ol style="list-style-type: none">1. This Coverage Part may be canceled by the named insured (or, if there is more than one named insured, the first one listed in the Declarations) by giving written notice, which must include the date the cancellation will be effective, to us at the address stated in the Declarations.2. This Coverage Part may be canceled by us by mailing to the named insured by registered, certified, or other first-class mail (or by email where allowed by applicable law), at the named insured's address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than:<ol style="list-style-type: none">a. five days after the date of the notice of cancellation if any one of the following conditions exists at any building:<ol style="list-style-type: none">i. the building has been vacant or unoccupied 60 or more consecutive days. This does not apply to seasonal unoccupancy or buildings in the course of construction, renovation, or addition. Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision;ii. after damage by a covered cause of loss, permanent repairs to the building have not started or been contracted for within 30 days of the initial payment of loss;iii. fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling;iv. the building has an outstanding order to vacate, outstanding demolition order, or been declared unsafe by a governmental authority; orv. there has been a failure to

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- (a) furnish necessary heat, water, sewer service, or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where **you** are in a bona fide dispute with the taxing authority regarding payment of such taxes.
- b. ten days before the effective date of cancellation if **we** cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if **we** cancel for any other reason.
- 3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this Coverage Part will terminate at the date and hour specified in the notice.
 - 4. If this Coverage Part is canceled, whether by **you** or **us**, **we** will return a pro rata proportion of the premium.
 - 5. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.
- Control of property D. Any act or neglect of any person other than **you** beyond **your** direction or control will not affect this insurance. However, **we** will not be obligated to make any payments under this Coverage Part for any damage to or loss of **covered property** resulting from **your** failure to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- Examination of your books and records E. **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.
- Inspections and surveys F. **We** have the right, but not the duty, to: (i) make inspections and surveys at any time; (ii) give **you** reports on the conditions **we** find; and (iii) recommend changes for **you** to make. Any such actions **we** do undertake relate only to insurability and the premiums to be charged.
- We** do not:
- 1. make safety inspections;
 - 2. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
 - 3. warrant that conditions are safe and healthful or comply with any laws, regulations, codes, or standards.
- Legal action against us G. No one may bring a legal action against **us** under this Coverage Part unless: (i) there has been full compliance with all of the terms of this policy; and (ii) the action is brought within two years after the date on which the damage or loss occurred.
- Multiple coverages H. If the same loss is covered under more than one Additional coverage or Coverage extension, **we** will not pay more than the actual amount of the damage or loss.
- No benefit to bailee I. No person or organization, other than **you**, having custody of **covered property** will benefit from this insurance.
- Recovered property J. If either **you** or **we** recover any property after loss settlement, that party must give the other prompt notice. At **your** option, **you** may retain the property. But then **you** must 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 applicable limit of liability.
- Vacancy K. If any building where damage or loss occurs has been vacant for more than 60 consecutive days before such damage or loss occurs, **we** will not pay for any damage or loss caused by any of the following even if they are **covered causes of loss**: (i) vandalism; (ii) sprinkler leakage, unless **you** have protected the system against freezing; (iii) building glass



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breakage; (iv) water damage; (v) theft; or (vi) attempted theft. With respect to **covered causes of loss** other than those listed in this paragraph, **we** will reduce the amount **we** would otherwise pay for the damage or loss by 15%.

As used in this subsection K, the terms "building" and "vacant" will have the following meanings:

1. when this policy is issued to a tenant, and with respect to that tenant's interest in **covered property**, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
2. when this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is: (i) rented to a lessee or sublessee and used by the lessee or its sublessee to conduct its customary operations; and/or (ii) used by the building owner to conduct customary operations.

Buildings under construction or renovation are not considered vacant.

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