

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

As we previously notified you, as required by the Terrorism Risk Insurance Act, as amended in 2015, you were offered the opportunity to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You rejected the offer of terrorism coverage you received as part of your policy quote and you have no coverage for losses resulting from an act of terrorism as defined in the Act. The premium required for your terrorism coverage would have been: \$ 7,000.

**If your policy includes Property Coverage in one or more of these states: CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, VA, WA, WI, or WV; the following statement applies:**

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, even though you rejected the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States under the formula detailed above.

**If your policy includes Inland Marine Coverage in one or more of these states: CA, ME, MO, OR, or WI, the following statement applies:**

The terrorism exclusion makes an exception for (and thereby continues your coverage for) direct property damage fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to direct property damage fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

You need to take no action with respect to this notice. You will receive a bill for your policy premium which will include the amount required for your coverage for fire losses resulting from an act of terrorism, if applicable.

If you have any questions about this notice, please contact your agent.

## IMPORTANT POLICYHOLDER NOTICES

### KEEP THESE NOTICES WITH YOUR INSURANCE PAPERS

These notices do not form a part of your insurance contract. No coverage is provided by these notices, nor can they be construed to replace any provisions of the Policy (including its endorsements). If there is any conflict between these notices and the Policy (including its endorsements), **the provisions of the Policy (including its endorsements) will prevail.** Carefully read the Policy, including the endorsements attached to the Policy.

### ARKANSAS NOTICE TO POLICYHOLDERS

If this Company fails to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201  
(501)371-2640 or (800)852-5494

Agent Name, Address & Phone Number:

MAXIMUM INDEPENDENT BROKERAGE  
222 S RIVERSIDE PLAZA, SUITE 2340  
CHICAGO, IL 60606

(312) 559-9348

### CALIFORNIA NOTICE TO POLICYHOLDERS

Inquiries concerning your policy should be directed to your agent or broker for assistance. The name, address and telephone number of your agent are shown below. If you require additional information you may contact the California Department of Insurance. The Department of Insurance should be contacted only after discussion with the insurer, or its agent or other representative, or both, have failed to produce a satisfactory resolution to the problem.

Agent Name, Address & Phone Number:

MAXIMUM INDEPENDENT BROKERAGE  
222 S RIVERSIDE PLAZA, SUITE 2340  
CHICAGO, IL 60606

(312) 559-9348

California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
(800)927-HELP (4357)

### IMPORTANT NOTICE TO POLICYHOLDERS – ILLINOIS

In compliance with the Illinois Insurance Code Section 143C, this notice is to advise you of the following departments and addresses:

Homeland Insurance Company of New York  
Paralegal  
150 Royall Street  
Canton, MA 02021  
(781)332-7671

Illinois Department of Insurance  
Consumer Services  
320 West Washington Street  
Springfield, IL 62767-0001

## **INDIANA NOTICE TO POLICYHOLDERS REGARDING FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE**

Questions regarding your policy or coverage should be directed to:

Company Name: Homeland Insurance Company of New York  
Contact Number: (866)971-6247

If you:

- (a) Need the assistance of the governmental agency that regulates insurance; or
- (b) Have a complaint you have been unable to resolve with your insurer; you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800)622-4461 or (317)232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

## **OKLAHOMA NOTICE**

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

## **PENNSYLVANIA NOTICE**

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

## **IMPORTANT INFORMATION TO VIRGINIA POLICYHOLDERS**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Homeland Insurance Company of New York  
Paralegal  
150 Royall Street  
Canton, MA 02021  
(781)332-7671

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission  
Bureau of Insurance  
Property and Casualty Division  
P.O. Box 1157  
Richmond, VA 23218  
[www.scc.virginia.gov/boi](http://www.scc.virginia.gov/boi)  
(877)310-6560 or (804)371-9185  
Fax: (804)371-9349

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

#### **WISCONSIN NOTICE OF RIGHT TO FILE A COMPLAINT**

#### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Homeland Insurance Company of New York  
Paralegal  
150 Royall Street  
Canton, MA 02021  
(781)332-7671

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

State of Wisconsin  
Office of the Commissioner of Insurance  
125 South Webster Street  
P.O. Box 7873  
Madison, WI 53707-7873  
[oci.wi.gov](http://oci.wi.gov)

or you can call (800)236-8517 outside of Madison or (608)266-0103 in Madison, and request a complaint form.



## CLAIMS REPORTING OPTIONS

**Phone:**

Call our 24-hour claim service center: 877.248.3455

**Email:**

Email us at [claims@onebeacon.com](mailto:claims@onebeacon.com)

**On-line:**

Use our web-based claim reporting at [www.onebeacon.com](http://www.onebeacon.com)

**Fax:**

Fax us at 866.213.2802

**Contact your OneBeacon agent or broker**

**EXCESS PROPERTY  
POLICY DECLARATIONS**

**EXCESS INSURANCE COMPANY:**

**Homeland Insurance Company of New York**  
1000 Woodbury Road, Suite 403  
Woodbury, NY 11797

**INSURED'S NAME AND MAILING ADDRESS:**  
GARY COMMUNITY SCHOOL CORPORATION  
1988 POLK ST.  
GARY, IN 46407

**PRODUCER NUMBER:**  
1202311

**PRODUCER NAME:**  
Maximum Independent Brokerage

**POLICY PERIOD**      **From:** 01/15/2018

**To:** 01/15/2019

**At the Time Defined in the Primary Underlying Insurance Policy (If not Defined in the Primary Underlying Insurance Policy, at 12:01 AM Standard Time at the Mailing Address Shown Above)**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THIS POLICY THIS COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY**

**PREMIUM**

<b>POLICY PREMIUM:</b>	\$70,000	State Filing - INDIANA Surplus Lines Tax = \$1,750.00
<b>TERRORISM PREMIUM:</b>	Rejected	
<b>TOTAL DUE:</b>	\$70,000	

**Minimum Earned Premium Applies**

In the event of cancellation of this Policy by the first named Insured prior to the expiration of the Policy Period shown above, the following minimum earned premium applies:

25.00% **MINIMUM EARNED PREMIUM**      \$17,500

Cancellation by this Company for non-payment of premium will be deemed cancellation at the first named Insured's request.

**Insureds with Coastal Property Premium Endorsement Applies**

**EXCESS LIMIT OF LIABILITY AND PARTICIPATION**

\$90,000,000 (Excess Limit of Liability) (being 100.00% part of \$90,000,000  
(Excess Participation)) excess of \$10,000,000 in any one "loss occurrence"

Any Annual Aggregate Limit of Liability and Participation shown above is included within and does not increase the Excess Limit of Liability and Participation shown above.

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**TOTAL SUM OF UNDERLYING INSURANCE LIMIT(S):**

\$10,000,000 in any one "loss occurrence"

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**SCHEDULE OF UNDERLYING INSURANCE:****PRIMARY UNDERLYING INSURANCE POLICY:**

**PRIMARY UNDERLYING INSURER:** Axis Surplus Insurance Company

**POLICY NUMBER:** ECF627892-18

**POLICY PERIOD** **From:** January 15, 2018 **To:** January 15, 2019

**LIMIT OF LIABILITY AND PARTICIPATION:** \$10,000,000 (being 100.00% part of \$10,000,000)

**OTHER UNDERLYING INSURANCE POLICY(IES):**

NONE

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**ITEMS OF INSURANCE:**

Real Property; Business Personal Property; Business Income;

- as shown in the reported values provided by the Insured at the inception of this Policy or added by endorsement during the period of this Policy.

**COVERED EXCESS LOCATIONS:**

- Locations shown in the reported values provided by the Insured at the inception of this Policy or added by endorsement during the period of this Policy.

**THIS POLICY IS SUBJECT TO THE TERMS CONTAINED IN THESE DECLARATIONS AND CONSISTS OF THE FOLLOWING CONDITIONS, COVERAGE FORM(S) AND ANY ENDORSEMENT(S):**

IL P 001-01-04

U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS  
NOTICE

OB IL 001-10-15

SERVICE OF SUIT

OBSP 001-06-17

EXCESS PROPERTY POLICY - FOLLOWING FORM

OBSP 002-04-16

EXCESS PROPERTY CONDITIONS

OBSP 100-04-16

EXCESS PROPERTY POLICY DECLARATIONS

OBSP 204A-04-16

LOSS OCCURRENCE LIMIT OF LIABILITY

ENDORSEMENT

OBSP 219-09-15

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

OBSP 241-04-16

ADDITIONAL INTERESTS ENDORSEMENT

OBSP 604 IN-04-16  
PHN 014 IL-01-15

PHN 024 OBSP-09-15  
PHN 049 OBSP-04-16

INDIANA CHANGES - CANCELLATION AND NONRENEWAL  
POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM  
INSURANCE COVERAGE  
IMPORTANT POLICYHOLDER NOTICE - ARKANSAS  
CLAIMS REPORTING OPTIONS



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Secretary



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President

02/06/2018

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DATE OF ISSUANCE

**LAST PAGE OF DECLARATIONS**

POLICY NUMBER: 795-00-71-88-0000

NAMED INSURED: GARY COMMUNITY SCHOOL CORPORATION

ISSUE DATE: 02/06/2018

EFFECTIVE DATE: 01/15/2018

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

**SERVICE OF SUIT**

All coverages in this policy are subject to the following condition.

**Service of Suit**

1. We designate and authorize the following person as our agent for service of process by certified mail, return receipt requested, for any proceeding instituted by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance made:

General Counsel  
OneBeacon Insurance Group – Legal Department  
605 North Highway 169  
Suite 800  
Plymouth, MN 55441

2. If required by applicable statute, we also designate the Superintendent, Commissioner or Director of Insurance, or other officer or individual specified in the law of the jurisdiction in which this policy is issued, to receive on our behalf service of process for any proceeding instituted by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance. We authorize the Superintendent, Commissioner, Director or other officer or individual upon whom service is made to mail a copy of the process to the person identified in Paragraph 1. above.
3. In Rhode Island, we also designate and authorize the following person as our agent for service of process for any proceeding instituted by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance:

Sherry A. Goldin  
10 Weybosset Street  
Providence, Rhode Island 02903

4. In Oregon, service of process for any proceeding instituted by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance may be made upon the insurance producer in the courts for the county where the insurance producer who registered or delivered the policy resides or transacts business.
5. By agreeing to the service of process provisions above, we do not waive our right to commence an action in any court of competent jurisdiction in the United States, remove an action to a United States District Court or seek a transfer of a case to another court as permitted by the laws of the United States or of any state within the United States.

As used above, the word "insured" means any person or organization qualifying as an insured under the policy, and the words "we," "us" and "our" refer to the company providing this insurance.

## EXCESS PROPERTY POLICY—FOLLOWING FORM

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

Throughout this Policy, the phrase "this Policy" refers to the Excess Property Policy – Following Form and the attached Excess Property Policy Declarations ("Declarations"), Excess Property Conditions and endorsements, if any. The word "Insured" refers to any Insured shown in the Declarations, and the phrase "this Company" refers to the issuing Excess Insurance Company shown in the Declarations. Other words and phrases that appear in quotation marks, bold print or both have special meaning. Refer to Section **VI. SPECIAL DEFINITIONS**.

### I. INSURING AGREEMENT

- A. In consideration of the premium shown in the Declarations and subject to the terms, conditions, limitations and exclusions in this Policy, this Company will indemnify the Insured for the Insured's "**ultimate net loss**" in excess of the "**underlying limits**" which are paid or agreed to be paid by all "**underlying insurer(s)**".
- B. This Company will be liable only after all "**underlying insurer(s)**" have paid or agreed to pay the full amount of the "**underlying limits**" exclusively for loss or damage to "**covered property**". In no event will the coverage provided under this Policy attach at an amount less than the "**underlying limits**". Payment for or agreement to pay for loss or damage to property other than "**covered property**" will not erode or exhaust the "**underlying limits**" for purposes of determining the amounts owed under this Policy.
- C. In the event of loss caused by or resulting from more than one peril, or involving more than one coverage, and for purposes of determining the amounts owed under this Policy, payment under the "**underlying insurance**" or agreement to pay under the "**underlying insurance**" for loss involving any peril or coverage not insured under this Policy will erode or exhaust the "**underlying limits**" first. Payment under the "**underlying insurance**" or agreement to pay under the "**underlying insurance**" for loss involving the perils or coverages insured under this Policy will then erode or exhaust the remainder of the "**underlying limits**", if any. However, in no event will payment for or agreement to pay for loss or damage to property other than "**covered property**" erode or exhaust the "**underlying limits**" for purposes of determining the amounts owed under this Policy.
- D. The insurance provided by this Policy will be subject to the same terms, conditions, limitations and exclusions as the property coverage provided under the "**primary underlying insurance**", except for the limits of liability, any amount due under this Policy, any renewal agreement or cancellation provision, any obligation to investigate or defend, and except as provided elsewhere in this Policy. In no event will this Policy provide coverage for loss or damage to property insured by any "**underlying insurance**" that is not "**covered property**" nor will this Company indemnify the Insured for any loss, damage or perils not insured under this Policy.
- E. Coverage provided under this Policy will not be broader than that provided by the "**underlying insurance**". If the terms, conditions, limitations or exclusions in this Policy are more restrictive than those of the "**primary underlying insurance**", the more restrictive provisions of this Policy will apply.

### II. MAINTENANCE OF UNDERLYING INSURANCE AND UNDERLYING LIMITS

The Insured warrants and it is a condition of this Policy that the "**underlying insurance**", with total combined limits of liability in an amount not less than the "**underlying limits**" in any one "**loss occurrence**", provides coverage exclusively for "**covered property**" and is in full force and effect at the inception and during the period of this Policy. If during the period of this Policy the "**underlying insurance**" is not maintained in full force and effect, or if there is any change, without the consent of this Company, in the "**underlying insurance**" coverage, "**underlying limits**", or "**covered property**", the coverage provided by this Policy will then apply in the same manner as if the "**underlying insurance**", "**underlying limits**" or "**covered property**" had been so maintained and unchanged.

### III. LIMITS OF LIABILITY

#### A. Excess Limit of Liability and Participation

1. This Policy's limit of liability in any one "**loss occurrence**" is the Excess Limit of Liability shown in the Declarations. Upon exhaustion of the "**underlying limits**", and subject to the terms, conditions, limitations and exclusions of this Policy, this Company will be liable for its Excess Participation shown in the Declarations of the "**ultimate net loss**" to the Insured that is excess of the "**underlying limits**" up to the Excess Limit of Liability shown in the Declarations.
2. The total limit of recovery in any one "**loss occurrence**" under this Policy will not exceed the lesser of the following, regardless of the number or type of coverages, property or locations involved or affected:
  - a. The interest of the Insured less the "**underlying limits**"; or
  - b. The Excess Limit of Liability and Participation shown in the Declarations.
3. The inclusion of more than one Insured shall not operate to increase this Company's Excess Limit of Liability and Participation shown in the Declarations.

#### B. Underlying Insurance Sublimits

Application of any "**sublimit**" specified in any "**underlying insurance**":

1. The maximum recovery in any one "**loss occurrence**" for any coverage, peril or location subject to a "**sublimit**" specified in any "**underlying insurance**" will be the "**sublimit**" specified in any "**underlying insurance**". The insurance provided under this Policy does not apply to loss or damage in excess of any "**sublimit**" specified in the "**underlying insurance**", and in no event will this Policy drop down below the "**underlying limits**" and pay excess over any "**sublimit**" specified in any "**underlying insurance**".
2. For purposes of determining the amounts owed under this Policy, the actual payment or agreement to pay of any "**sublimit**" specified in any "**underlying insurance**" will erode or exhaust the "**underlying limits**" but only to the extent of such "**sublimits**". In no event, however, will payment for or agreement to pay for loss or damage to property other than "**covered property**" erode or exhaust the "**underlying limits**" for purposes of determining the amounts owed under this Policy.

### IV. COVERAGE LIMITATIONS

#### A. In no event will this Company indemnify any Insured for the following:

1. Asbestos removal, unless the asbestos is itself damaged by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicle impact; riot or civil commotion; vandalism; malicious mischief; or leakage or accidental discharge from an automatic fire protective system. In no event will this Company indemnify any Insured for the removal of asbestos from land or water or locations other than the Covered Excess Locations shown in the Declarations.
2. Demolition or increased cost of reconstruction, repair or debris removal necessitated by the enforcement of any law or ordinance regulating asbestos removal; or
3. Any governmental direction or request declaring that asbestos present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for which it was intended or installed and must be removed or modified;

including any resulting time element loss, such as business income loss, incurred extra expense or loss of rents.

#### B. In no event, will this Company indemnify any Insured for loss of or damage to "**electronic data**", including any resulting time element loss, such as business income loss, incurred extra expense or loss of rents. Loss of or damage to "**electronic data**" includes the destruction, distortion, erasure, corruption or alteration of "**electronic data**".

#### C. In no event will this Company indemnify any Insured for costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

## V. EXCLUSIONS

This Policy does not insure against loss or damage caused directly or indirectly by or resulting from any of the following. Except as otherwise specifically stated, these exclusions apply to and limit or bar coverage under this Policy for loss or damage that may be covered by “**underlying insurance**”. Such loss or damage is excluded regardless of any other peril, cause or event contributing concurrently or in any sequence to the loss. Such loss or damage is also excluded regardless of whether the event is caused by an act of nature, due to a man-made cause, due to an artificial cause or is otherwise caused; occurred suddenly or gradually; involved isolated or widespread damage; or occurred as a result of any combination of the following.

### A. Boilers, Turbines and Engines

Explosion, rupture, bursting, cracking, burning or bulging of steam boilers, steam turbines, gas turbines and steam engines nor for rupture, bursting, cracking, burning or bulging of pressure vessels or piping or apparatus attached to any of the foregoing while all such property is owned, leased, operated or controlled by the Insured or under its obligation to insure (except loss or damage 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).

### B. Chemical or Biological Materials

Controlled or uncontrolled application, discharge, dispersal, escape, migration or release of, or exposure to, chemical or biological materials or agents, however caused.

### C. Contaminants or Pollutants

Actual, alleged, or threatened release, discharge, dispersal, seepage, migration, release or escape of toxic or hazardous substances, contaminants or “**pollutants**”, at any time regardless of whether sudden or accidental, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this Policy.

### D. Cyber Vandalism

Any attack, including a “denial of service attack”, on a web site, computer system or network system that successfully corrupts, damages, destroys, deletes or impairs any part of the web site, computer system or network system or disrupts normal operation of the web site, computer system or network system, regardless of whether the attack was the result of an action intentional or not:

1. By any employee, including a temporary or leased employee, partner, director, trustee or authorized representative;
2. By an entity retained by you or for you to inspect, design, install, maintain, repair or replace any such web site, computer system or network system;
3. By any person or entity not authorized to access any such web site, computer system or network system; or
4. By a computer, regardless of whether it was authorized to access any such web site, computer system or network system.

### E. Earthquake

Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event. But if Earthquake, as described in this Paragraph, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

### F. Earth Movement

1. Landslide, including any earth sinking, rising or shifting related to such event;
2. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
3. Earth sinking (including sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface; or
4. Volcanic eruption, explosion or effusion.

But if Earth Movement, as described in F.1. through F.4. above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

**G. Electrical, Magnetic or Electromagnetic Energy**

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

1. Electrical or electronic wire, device, appliance, system or network; or
2. Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes:

- a. Electrical current, including arcing;
- b. Electrical charge produced or conducted by a magnetic or electromagnetic field;
- c. Pulse of electromagnetic energy; or
- d. Electromagnetic waves or microwaves.

**H. Fungus, Wet Rot, Dry Rot, Virus or Bacteria**

Actual or threatened existence, growth, presence, proliferation, spread, release, transmission, migration, dispersal or any activity of “fungus”, wet rot, dry rot, virus or bacteria. This Policy does not cover the costs or expenses of removal, disposal, decontamination or replacement of “covered property” which has been contaminated by “fungus”, wet rot, dry rot, virus or bacteria.

**I. Mechanical Breakdown**

Mechanical breakdown, including rupture or bursting caused by centrifugal force.

**J. Nuclear Hazards**

Controlled or uncontrolled nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused. This includes the release, dispersal or application of radioactive material, or the use of a nuclear weapon or device that involves a nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination.

**K. Flood**

1. 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);
2. Mudslide or mudflow; or
3. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **K.1.** or material carried or otherwise moved by mudslide or mudflow.

As noted above, this exclusion applies regardless of whether any of the above, in Paragraphs **K.1.** through **K.3.**, 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.

**L. Water**

1. Water, or other material, that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
2. Water under the ground surface pressing on, or flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - b. Basements, whether paved or not; or
  - c. Doors, windows or other openings; or
3. Waterborne material carried or otherwise moved by any of the water or material referred to in Paragraph **L.1.** or **L.2.**

**VI. SPECIAL DEFINITIONS**

- A. “Covered property” means the Items of Insurance shown in the Declarations that are located at the Covered Excess Locations shown in the Declarations.

“Covered property” does not include:

1. An item of insurance or location that is insured by any “underlying insurance” but not included in the Items of Insurance shown in the Declarations or Covered Excess Locations shown in the Declarations; or
2. “Electronic data”.

- B. **“Denial of service attack”** means any attack designed to overload a web site, a computer system or network to which the computer system is connected with useless traffic which denies or limits legitimate electronic mail or web site usage.
- C. **“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 here 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. This does not apply to prepackaged software held in storage or for sale, if any.
- D. **“Fungus”** means any type or form of mold, spore or fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- E. **“Loss occurrence”** is ascribed the same meaning as the definition of “loss occurrence” or “occurrence” provided in the **“primary underlying insurance”**. If the **“primary underlying insurance”** does not define “loss occurrence” or “occurrence”, **“loss occurrence”** means any one loss, disaster, casualty or series of losses, disasters or casualties arising out of one event. When the term **“loss occurrence”** applies to loss or losses from the perils of windstorm (including cyclone, hurricane or tornado), hail, flood, earthquake, riot, riot attending a strike, civil commotion, or vandalism and malicious mischief, one event means all losses arising during a continuous period of 72 hours. When the term **“loss occurrence”** applies to loss or losses from the peril of volcanic eruption, explosion or effusion, one event means all losses arising during a continuous period of 168 hours. When filing proof of loss, the Insured may elect the moment at which the 72-hour period, or in the case of volcanic eruption, explosion or effusion, 168-hour period, will be deemed to have commenced, which may not be earlier than the time when the first loss to **“covered property”** occurs.
- F. **“Other underlying insurance”** means the Other Underlying Insurance Policy(ies), if any, shown in the Schedule of Underlying Insurance shown in the Declarations.
- G. **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- H. **“Primary underlying insurance”** means the Primary Underlying Insurance Policy shown in the Schedule of Underlying Insurance shown in the Declarations.
- I. **“Sublimit”** means a limit of liability specified in the **“underlying insurance”** for a specified coverage, peril or location that is included within and does not increase the Total Sum of Underlying Insurance Limit(s) shown in the Declarations.
- J. **“Ultimate net loss”** means the actual amount of loss or damage sustained by the Insured in any one **“loss occurrence”** as a result of direct physical loss of or direct physical damage to **“covered property”** that occurs during the period of this Policy and caused by perils insured under this Policy, after making deductions for all salvages, recoveries and any and all other insurance except this Policy and the **“underlying insurance”**.
- K. **“Underlying insurance”** means the **“primary underlying insurance”** and any **“other underlying insurance”**.
- L. **“Underlying insurer(s)”** means the Primary Underlying Insurer and all of the Other Underlying Insurers, if any, shown in the Schedule of Underlying Insurance shown in the Declarations.
- M. **“Underlying limits”** means the Total Sum of Underlying Insurance Limit(s) shown in the Declarations in any one **“loss occurrence”**.

## EXCESS PROPERTY CONDITIONS

### **A. ABANDONMENT**

There can be no abandonment to this Company of any property.

### **B. ASSIGNMENT**

Neither this Policy nor the proceeds of this Policy can be assigned, either before or after a loss, to another party without this Company's consent.

### **C. BANKRUPTCY, INSOLVENCY OR UNCOLLECTIBILITY OF UNDERLYING INSURANCE**

In the event of the bankruptcy, insolvency or other financial impairment of any "**underlying insurer**" this Policy will apply as if all "**underlying insurance**" were valid and collectible. This Company will not be liable for the obligations of any such "**underlying insurer**", and this Policy will not replace any such "**underlying insurance**". This Company does not insure or assume, under any circumstances, the risk of uncollectibility (in whole or part), whether because of bankruptcy, insolvency or financial impairment of any "**underlying insurer**" or for any other reason. Rather, the risk of such uncollectibility is expressly retained by the Insured.

### **D. CANCELLATION**

1. The first named Insured may cancel this Policy by mailing or delivering to this Company or any of its authorized agents advance written notice of cancellation.
2. This Company may cancel this Policy by mailing or delivering to the first named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. This Company will mail or deliver our notice to the first named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If the first named Insured cancels this Policy, earned premium will be computed in accordance with the customary short rate table and procedure. If this Company cancels, earned premium will be calculated pro rata. Premium adjustment may be made at the time cancellation is effective. If not made then, premium adjustment will be made as soon as practicable after the cancellation becomes effective. This Company's check or the check of its representative mailed or delivered will be sufficient tender of any refund of premium due to the first named Insured. The cancellation will be effective even if this Company has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **E. CHANGES**

This Policy contains all the agreements between this Company and the Insured concerning the insurance afforded. Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person will not affect a waiver or a change in any part of this Policy or stop this Company from asserting any right under the terms of this Policy. The terms of this Policy can be amended or waived only by endorsement issued by this Company and made a part of this Policy.

### **F. CONFORMITY TO STATUTE**

Terms of this Policy which are in conflict with any applicable statutes or regulations are hereby amended to conform to such statutes or regulations.

### **G. DUTIES IN THE EVENT OF LOSS OR DAMAGE**

1. The Insured must see that the following are done in the event of loss or damage to "**covered property**":
  - a. Notify the police if a law may have been broken.
  - b. Give this Company prompt notice of the loss or damage. Include a description of the property involved.

- c. As soon as possible, give this Company a description of how, when and where the loss or damage occurred.
- d. Take all reasonable steps to protect the “**covered property**” from further damage, and keep a record of expenses necessary to protect the “**covered property**” for consideration in the settlement of the claim. The expenses necessary to protect the “**covered property**” will be apportioned between the interests concerned in the ratio of their respective loss payments as finally settled. However, this will not increase the Excess Limit of Liability and Participation. This Company will not pay for any subsequent loss or damage resulting from a peril that is not covered under this Policy. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- e. At this Company's request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- f. As often as may be reasonably required, permit this Company to inspect the property proving the loss or damage and examine the Insured's books and records. Also, permit this Company to take samples of damaged and undamaged property for inspection, testing and analysis, and permit this Company to make copies from the Insured's books and records.
- g. Send this Company a signed, sworn proof of loss containing the information we request to investigate the claim. The Insured must do this within 60 days after this Company's request. We will supply you with the necessary forms.
- h. Cooperate with this Company in the investigation or settlement of the claim.

2. We may examine any Insured, or its representative, under oath, while not in the presence of any other Insured, or any other Insured's representative, and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including the Insured's books and records. In the event of an examination, the Insured's, or its representative's, answers must be signed.

No examination under oath or examination of books and records, nor any act of this Company or any of its employees or representatives in connection with the investigation of any loss or claim, will serve to waive any defense which this Company might otherwise have with respect to any loss or claim. All such examinations or acts will be deemed to have been made or done without prejudice to this Company's liability.

#### **H. LEGAL ACTION AGAINST US**

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

1. There has been full compliance with all of the terms of this Policy; and
2. The action is brought within 12 months after the date on which the direct physical loss or damage occurred.

However, if under the laws of the State within which this Policy is issued such limitation is invalid, then any such claims will be void unless such legal action is commenced within the shortest limit of time permitted by the laws of such State.

#### **I. LOSS APPRAISAL**

If this Company and the Insured disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and will notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 30 days upon such umpire, the Insured and this Company may file a joint motion requesting that a judge of a court having jurisdiction appoint a competent and impartial umpire after a joint hearing before the court. Along with the joint motion requesting the appointment of the umpire, each party will submit to the court sworn affidavits which describe the efforts their appraiser has taken to reach agreement regarding the appointment of the umpire. If either party does not agree to a joint motion, the Insured or this Company may unilaterally file a motion to compel appraisal in a court having jurisdiction. Such motion to compel must include a request for a joint hearing, and notice of hearing must be sent to the non-requesting party's appraiser by certified mail 7 days prior to the hearing.

Once appraisal proceeds, each appraiser will state separately the value of the property and amount of loss as of the date and time of the loss or damage. If the appraisers fail to agree, they will submit their differences to the umpire. An itemized award in writing of any two will determine the amount of value and the amount of the loss or damage to such items. Each party will:

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

This Company will not waive any of its rights by any act relating to appraisal. If there is an appraisal, this Company retains its right to deny the claim.

#### **J. MISREPRESENTATION AND FRAUD**

This Policy is void in any case of fraud by the Insured as it relates to this insurance at any time. This entire Policy is also void if, at any time, the Insured intentionally conceals or misrepresents any material fact or circumstance concerning this insurance.

#### **K. NO BENEFIT TO BAILEE**

No person or organization, other than the Insured, having custody of property insured under this Policy will benefit from this insurance.

#### **L. OTHER INSURANCE**

If there is other insurance covering the same loss or damage, this Company will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether the Insured can collect on it or not. But this Company will not pay more than the Excess Limit of Liability and Participation shown in the Declarations.

#### **M. PAYMENT OF LOSS**

This Company will pay for covered loss or damage within 60 days after we receive the sworn proof of loss, if the Insured has complied with all of the terms of this Policy, and:

1. This Company has reached agreement with the Insured on the amount of loss; or
2. An appraisal award has been made.

Bankruptcy or insolvency of the Insured will not relieve this Company of any of its obligations under this Policy. However, no loss will be paid under this Policy if the Insured has collected the amount of the loss or damage from others.

#### **N. PRIVILEGE TO ADJUST WITH OWNER**

This Company may adjust losses with the owners of lost or damaged property if other than the Insured. If we pay the owners, such payments will satisfy the Insured's claims against us for the owners' property. This Company will not pay the owners more than their financial interest in the "covered property".

This Company may elect to defend the Insured against suits arising from claims of owners of property. We will do this at our expense. No action of this Company in such regard will increase the liability of this Company under this Policy, nor increase the Excess Limit of Liability and Participation shown in the Declarations.

#### **O. SALVAGE OR RECOVERIES**

When, in connection with any loss under this Policy, any salvage or recovery is received after loss settlement, the loss will be calculated on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other will be paid promptly.

The expense of all proceedings necessary to such recoveries will be apportioned between the interests concerned in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are conducted solely by this Company, this Company will pay such expenses.

#### **P. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom this Company makes payment under this Policy has rights to recover damages from another, those rights are transferred to this Company to the extent of our payment. That person or organization must do everything necessary to secure this Company's rights and must do nothing after loss to impair them. But the Insured may waive its rights against another party in writing:

1. Prior to a loss covered under this Policy.
2. After a loss covered under this Policy only if, at time of loss, that party is one of the following:
  - a. Someone insured by this Policy;
  - b. A business firm:
    - (1) Owned or controlled by the Insured; or
    - (2) That owns or controls the Insured; or
    - c. The Insured's tenant.

This will not restrict insurance under this Policy.

**Q. VALUATION**

Property insured under this Policy will be valued according to the terms of the Primary Underlying Insurance Policy shown in the Schedule of Underlying Insurance shown in the Declarations.

POLICY NUMBER: 795-00-71-88-0000

NAMED INSURED: GARY COMMUNITY SCHOOL CORPORATION

ISSUE DATE: 02/06/2018

EFFECTIVE DATE: 01/15/2018

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

## **LOSS OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **EXCESS PROPERTY POLICY – FOLLOWING FORM**

The following replaces Paragraph 2. of Paragraph **A. Excess Limit of Liability and Participation** of Section **III. LIMITS OF LIABILITY**:

2. The Excess Limit of Liability and Participation shown in the Declarations is the total limit of this Company's liability applicable to each "**loss occurrence**". Notwithstanding any other terms and conditions of this Policy, in no event will the liability of this Company exceed this limit regardless of the number or type of coverages, property or locations involved or affected.

Subject to the paragraph above, the total limit of recovery in any one "**loss occurrence**" under this Policy will not exceed the lesser of the following:

- a. The actual adjusted amount of loss less the "**underlying limits**";
- b. The reported values for each item of insurance involved and insured at a Covered Excess Location shown in the Declarations, less the "**underlying limits**". If no value, item or location is reported to this Company then there is no coverage;
- c. The interest of the Insured less the "**underlying limits**"; or
- d. The Excess Limit of Liability and Participation shown in the Declarations.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

POLICY NUMBER: 795-00-71-88-0000

NAMED INSURED: GARY COMMUNITY SCHOOL CORPORATION

ISSUE DATE: 02/06/2018

EFFECTIVE DATE: 01/15/2018

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

## **ADDITIONAL INTERESTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY POLICY – FOLLOWING FORM

EXCESS PROPERTY POLICY – NAMED PERIL FORM

EXCESS PROPERTY POLICY – BROAD FORM

EXCESS PROPERTY POLICY – DIFFERENCE IN CONDITIONS FORM

Additional Interests under this Policy, including Named Insureds, Additional Insureds, Additional Named Insureds, Mortgagees, Lender Loss Payees or Loss Payees, are the same as the Additional Interests identified in the **“primary underlying insurance”** that have an interest in the **“covered property”**. Loss or damage covered under this Policy will be payable to such Additional Interests as their interests may appear and in accordance with the terms, conditions, limitations and exclusions of this Policy.

Nothing in this endorsement increases the Excess Limit of Liability and Participation shown in the Declarations.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

POLICY NUMBER: 795-00-71-88-0000

NAMED INSURED: GARY COMMUNITY SCHOOL CORPORATION

ISSUE DATE: 02/06/2018

EFFECTIVE DATE: 01/15/2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY POLICY – FOLLOWING FORM  
 EXCESS PROPERTY POLICY – NAMED PERIL FORM  
 EXCESS PROPERTY POLICY – BROAD FORM  
 EXCESS PROPERTY POLICY – DIFFERENCE IN CONDITIONS FORM

**SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph C.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
<b>CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, VA, WA, WI, WV</b>	Excess Property Policy – Following Form

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

**A.** The following definition is added with respect to the provisions of this endorsement:

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**B.** The following exclusion is added:

**CERTIFIED ACT OF TERRORISM EXCLUSION**

This Company will not pay for loss or damage caused directly or indirectly by a **“certified act of terrorism”**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph B. applies only if indicated and as indicated in the Schedule of this endorsement.

POLICY NUMBER: 795-00-71-88-0000

NAMED INSURED: GARY COMMUNITY SCHOOL CORPORATION

ISSUE DATE: 02/06/2018

EFFECTIVE DATE: 01/15/2018

If a “**certified act of terrorism**” results in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to “**covered property**”. Therefore, for example, the coverage does not apply to Business Income or Extra Expense insurance coverage provided under this Policy, if any.

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

**D. Application Of Other Exclusions**

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

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****INDIANA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY POLICY – FOLLOWING FORM  
 EXCESS PROPERTY POLICY – NAMED PERIL FORM  
 EXCESS PROPERTY POLICY – BROAD FORM  
 EXCESS PROPERTY POLICY – DIFFERENCE IN CONDITIONS FORM

**A. Paragraph 2. of the CANCELLATION Excess Property Condition is replaced by the following:**

**2. Cancellation Of Policies in Effect**

**a. 90 Days or Less**

If this Policy has been in effect for 90 days or less, this Company may cancel this Policy by mailing or delivering to the first named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if this Company cancels for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on this Company; or
- (3) 30 days before the effective date of cancellation if this Company cancels for any other reason.

**b. More Than 90 Days**

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, this Company may cancel this Policy, only for one or more of the reasons listed below, by mailing or delivering to the first named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if this Company cancels for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on this Company; or
- (3) 45 days before the effective date of cancellation if:
  - (a) There has been a substantial change in the scale of risk covered by this Policy;
  - (b) Reinsurance of the risk associated with this Policy has been cancelled; or
  - (c) The Insured has failed to comply with reasonable safety recommendations.

**B. The following is added to your EXCESS PROPERTY CONDITIONS and supersedes any provision to the contrary:**

**NONRENEWAL**

- 1. If this Company elects not to renew this Policy, we will mail or deliver to the first named Insured written notice of nonrenewal at least 45 days before:
  - a. The expiration date of this Policy, if this Policy is written for a term of one year or less; or
  - b. The anniversary date of this Policy, if this Policy is written for a term of more than one year.
- 2. This Company will mail or deliver our notice to the first named Insured's last mailing address known to this Company. If notice is mailed, proof of mailing will be sufficient proof of notice.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**