



## **BUSINESSOWNERS COVERAGE POLICYHOLDER DISCLOSURE NOTICE SF Policy Series Ed. 9/16**

Your policy includes important coverage changes. Please review this important disclosure notice and retain it with your insurance policy.

This disclosure notice is not a contract of insurance. It is intended to provide information on changes made to the Businessowners Coverage in the SF Policy Series Ed. 9/16.

It is recommended that you review your policy carefully to determine your rights, duties and obligations. This information is intended to assist you in the review of your policy. If there are any conflicts between this disclosure notice and your policy, the provisions of the policy shall prevail.

### **AGREEMENT SF-20 Ed. 9/16**

- Trigger for coverage is accidental direct physical loss or damage to covered property, meaning accidental in nature from the insured's perspective. Previously the trigger was loss to property.
- References to Declarations - Now include the Supplemental Declarations.

#### **A. DEFINITIONS**

- Covered Policy, Required Policy Period and Renewal or to Renew - Have all been moved to the URB-COMM-CANC Ed. 9/16. Nonpayment of Premium is no longer a defined term.
- Business - Modified to include occasional work.
- Electronic Data - New.
- Employee - Was transferred from other policy forms. Broader than the definition used in the SF-311 Ed. 1/88, and reflects the ever-changing nature of employees in today's economy.
- Fungus - New.
- Insured Premises - The concept of "renting" has been added to "leasing". Access ways are now included when "you" lease or rent the entire building or a portion which is used or occupied exclusively by "you".
- Media - New.
- Money - Was transferred from other policy forms. The terms currency, coins and bank notes have been qualified by the terms "in current use and having a face value". This concept added to clarify that only currency, coins and bank notes in the money supply and having value are covered.
- Pollutant - Was transferred from other policy forms.
- Securities - Was transferred from other policy forms. The definition has been amended to state that securities do not include money or lottery tickets held for sale. Lottery tickets held for sale added.
- Sprinkler Leakage - Was transferred from other policy forms. Fire suppression system added.
- Stock - Modified to explain how sold, but not delivered stock is valued.
- Theft - Was transferred from other policy forms.
- Unmanned Aircraft - New definition to refer to drones.

#### **B. PRINCIPAL COVERAGES - COVERAGE A-BUILDING AND COVERAGE B-BUSINESS PROPERTY**

##### **Coverage A-Building:**

- Structures added to the grant of coverage for buildings.
- Business property owned by you added in place of personal property of the insured as landlord.
- Appliances added to refrigerating, ventilating, cooking, dishwashing and laundering and equipment.
- Shades removed.
- When on the insured premises and specifically scheduled in the Declarations - Coverage A-Building also covers:

1. Antennas (outdoor), satellite antennas, their lead-in wiring, accessories, masts, towers, dish receivers and cable television receptors;
2. Fences;
3. Pools, piers, docks, wharves, bulkheads, seawalls, pilings and pilasters;
4. Retaining walls;
5. Silos;
6. Solar panels, any related solar electrical generating fixtures, machinery and equipment not affixed to or forming a part of a building or structure; and
7. Wind turbines, windmills, wind pumps, metal smokestacks and utility poles.

**Coverage A-Building Does Not Cover:**

2. Exterior Signs was previously Outdoor Signs.
3. Foundations which are below the under surface of the lowest floor or below ground level if there is no basement, cost of excavations, grading or filling - Removed retaining walls.
5. Personal property in apartments or rooms furnished by the insured as landlord, now contains an exception for personal property of the landlord used to maintain or service the building.
9. Unmanned aircraft added to the vehicle exclusion.

**Coverage B-Business Property:**

Grant of coverage broadened to include business property temporarily placed in a portable storage unit. New to the list of covered property:

2. Leased property used in your business you are under written contract to insure.
6. Your financial interest has been substituted for your use interest as a tenant for any improvements and betterments.

**Coverage B-Business Property Does Not Cover:**

2. Animals, unless held as your stock within a building, or owned by others and boarded by you - “Or owned by others and boarded by you” has been added.
3. Antennas, etc., - Dish receivers and cable television receptors have been added.
9. Electronic data - New.
12. Exterior signs whether attached to, detached from, or forming a part of a building or structure - New, replaces outdoor signs.
15. Leased property, except leased property you are under written contract to insure - New.
17. Loss from credit card receipts, debit card receipts, food stamps, securities or negotiable instruments - Debit card receipts and food stamps added.
18. Personal property while airborne or waterborne - New.
19. Pools, piers, docks, wharves, bulkheads, seawalls, pilings or pilasters - Bulkheads, seawalls, pilings or pilasters added.
21. Property which is more specifically insured in whole or in part by any other insurance except for the excess of the amount due, whether you can collect it or not, from that other insurance - New.
23. Retaining walls - New.
24. Silos - New.
25. Solar panels, any related solar electrical generating fixtures, machinery or equipment - New.
28. Trees, plants, shrubs or lawns - Exception given if held as your stock has been added.
29. Vehicles or self-propelled vehicles designed for use on public roads, aircraft, unmanned aircraft or watercraft, including motors, equipment or accessories - Unmanned aircraft added to the list.
30. Wind turbines, windmills, wind pumps, metal smokestacks or utility poles - New.

**C. INCIDENTAL COVERAGES**

- All Incidental Coverages are now additional insurance, unless otherwise indicated.
- Coverages 2. Repairs and 3. Change of Location from the previous edition removed. Repairs can be found in the Protect Property provision under What You Must Do In Case Of Loss.
- New Coverages: Electronic Data, Exterior Signs, Non-Owned Detached Trailers, Outdoor Property and Valuable Papers And Records.

- Modifications to Existing Incidental Coverages:
  1. Business Credit Card, Debit Card, Forgery And Counterfeit Money - Losses from Debit Cards are no longer excluded; they are treated similarly as credit cards. Coverage for counterfeit Canadian paper currency has been deleted.
  2. Business Property Of Others And Customer Goods - The title of the coverage now includes customer goods and previously the coverage allowed you to apply 2% of the Coverage B limit of insurance up to \$2,500, now the amount of insurance is \$2,500 per occurrence.
  7. Removal - Words: “or damage while the property is being removed and transported” have been added for clarification. No deductible applies to this coverage.
  9. While Away From The Insured Premises - Coverage amounts increased from 2% of Coverage B- Business Property amount of insurance, up to \$2,500 to 5% up to \$10,000. The temporary locations for at any fair, trade show or exhibition have been added. This Incidental Coverage does not apply to property in or on a vehicle; at any off-premises job site where you are conducting operations; or in the care, custody, or control of your salespeople, unless the property is in such care, custody or control at a fair, trade show or exhibition. Previously, this Incidental Coverage did not apply to merchandise or stock, property held for rental or your business samples.

#### **D. EXCLUSIONS AND LIMITATIONS THAT APPLY**

No substantial change to this section.

**PREVIOUS SECTION “E. CONDITIONS THAT SUSPEND INSURANCE”** has been deleted. Your coverage will no longer be automatically suspended when any hazard is increased by any means within your knowledge or control, or while the described building is vacant or unoccupied beyond a period of sixty consecutive days. Vacancy and unoccupancy are now handled in section 12 of How Much We Pay For Loss Or Claim.

#### **E. HOW MUCH WE PAY FOR LOSS OR CLAIM**

2. Coinsurance:
  - Limits of insurance changed to Amount of Insurance.
  - Insurer’s part of the loss will be determined subject to the Settlement Provision.
  - Coinsurance will be applied prior to the application of any deductible.
  - The example has been updated.
3. Replacement Cost:
  - Now speaks about the Replacement Cost Endorsement, not a specific form number.
5. Glass - New.
6. Tenant’s Improvement’s And Betterments:
  - a. Actual cash value of the property if repaired or replaced at your expense within 180 days from the date the loss or damage was sustained, previously was “within a reasonable time.”
7. Deductible - Was revised.
  - Coinsurance is applied before the application of the deductible.
  - Not more than one deductible applies per loss. The separate per building deductible or separate business property deductible were removed, as was the reference to special limits of insurance.
10. Restoration of Amount of Insurance - Unless otherwise stated in the policy was added to the beginning of this section.
11. Special Replacement Cost Provision Coverage A-Building - New section, this section permits small losses up to \$2,000 to be adjusted on a replacement cost basis.
12. Vacancy Provision - New. Eliminates coverage for certain causes of loss, namely: vandalism, sprinkler leakage, breakage of glass, accidental discharge of water or steam and attempted theft or theft. The Provision limits losses emanating from the remaining covered causes of loss by reducing the amount we would otherwise pay by 15%.

#### **F. PAYMENT OF LOSS OR CLAIM**

1. a. Money removed.
  - b. Removed within a reasonable time from the option to rebuild, repair or replace property of equivalent kind and quality.

3. Property of Others - Deleted sentence: We may also choose to defend you against any suits arising from claims of the owners of property.

## **G. WHAT YOU MUST DO IN CASE OF LOSS**

No substantive changes made.

## **H. POLICY CONDITIONS**

- Provisions for Cancellation and Renewal/Nonrenewal have been moved into URB-COMM-CANC.
- 2. Change, Modification Or Waiver Of Policy Terms - Added the sentence: "Only you are authorized to request a waiver or change to any terms of this policy." Editorial language change regarding written endorsement.
- 4. Misrepresentation, Concealment Or Fraud - Added the sentence: "However, no misrepresentation will be considered to be material unless our knowledge of the facts misrepresented would have caused us to refuse to issue the policy."
- 7. Premium Due After Policy Expiration - New condition for when a final premium for coverage is determined at or after the expiration of the policy. This condition was previously included in an amendatory endorsement to your policy.
- 12. Appraisal - Updated to include a provision that if either party fails to proceed with such appraisal after a written demand is made by you or us, then either party has the right to apply to a court of competent jurisdiction for an order to be issued that directs the party who failed to proceed with the appraisal to comply with the demand for appraisal of the loss.  
Also, added provision that an appraisal cannot determine whether the policy actually provides coverage for any portion of the claimed loss or damage. As such, we reserve the right to deny any claim that has been subject to appraisal is contained in the policy form.
- 14. Secured Party Coverage - Notification to a secured party of cancellation of the policy has been reduced to at least 10 days from the prior 15 days in accordance with New York Insurance Law Section 3426.
- 15. Mortgage Clause - Added two new provisions to the condition that detail notice to be given to the mortgagee in the event you cancel the policy or you do not renew the policy.
- 16. Written Estimate - This is a condition required by New York Insurance Law Section 3407-a that requires us to furnish you or your representative with written estimate of the cost of damages to your real property that we prepared at your request. Previously this condition was included in an amendatory endorsement to your policy.

## **CAUSES OF LOSS FORMS**

### **Named Peril Forms SF-1, SF-2, SF-5 and SF-6 Ed. 9/16**

#### **COVERED CAUSES OF LOSS**

Changes common to SF-1, SF-2, SF-5 and SF-6

- Fire - No longer contains qualifying language.
- Removal - Taken out of these forms since Removal is contained in the Incidental Coverages of the SF-20.

Changes common to SF-1, SF-2 and SF-5

- Explosion - Added furnaces to list of items where explosion of gas or fuel could take place; previously was just fire box, combustion chamber or flues. Qualifying language has been added to clarify when resultant damage is covered.
- Aircraft - Amended to also include unmanned aircraft (drones), space craft and self-propelled missiles.
- Vehicles - Includes coverage for the building or structure containing covered property.  
In the description of damage not covered by vehicles, "by an occupant of the insured premises" was removed and replaced with "operated in the course of your business."
- Sinkhole Collapse - Rephrased and added to the limitation that we do not pay for the sinking or collapse of land into man-made cavities.

Changes common to SF-1 and SF-2

- Vandalism - Reference to vacancy has been removed as it has been addressed under the Vacancy provision in the SF-20.

## Changes to SF-2

- Weight Of Ice, Snow Or Sleet - Added septic tanks, foundations, patios to excluded list of property.
- Collapse Of A Building Or Any Part Of A Building - Added silos, solar panels, any related solar electrical generating fixtures, machinery and equipment not affixed to or forming a part of a building or structure, wind turbines, windmills, wind pumps, metal smokestacks and utility poles to the list of excluded property.
- Accidental Discharge Of Water Or Steam - This was formerly known as “Water Damage”. Coverage clarified to explain what is and is not considered part of a plumbing, heating or air conditioning system, nor a part of an appliance. Limitation for automatic sprinkler systems added as coverage is now available elsewhere.
- Breakage Of Glass - Removed as a cause of loss. The SF-20 now includes coverage for building glass as part of Coverage A-Building.

## **PROPERTY COVERAGE EXCLUSIONS**

### Changes common to SF-1, SF-2, SF-5 and SF-6

- Earth Movement Of Any Kind - Language added to the exclusion which came from an Earth Movement Exclusion Clarification endorsement. The language of the exclusion is modified in SF-6 to fit what is covered in the policy form.
- Electrical Damage Or Disturbance - New exclusion.
- Fungus, Wet Rot Or Dry Rot - New stand-alone exclusion, was formerly part of the Wear and Tear exclusion. Has limited give-back for fungus, wet rot or dry rot resulting from a covered cause of loss.
- Intentional Acts - New exclusion, similar to what was in form SF-18.
- Temperature Or Humidity - This exclusion now has a 72-hour period before it becomes effective.
- Utility Services Interruption - Formerly known as “Power Interruption”. This exclusion was clarified by including losses resulting from not only power but communication and water utilities. Additional clarification language added that provides for coverage for an intervening event that caused a failure of power.
- Virus Or Bacteria - New exclusion.
- War And Military Action - Formerly known as “War”. Additional clarification language added that the exclusion is for loss or damage from any war or military action.
- Water Damage - Exclusion clarified to state different sources of damage as well as waterborne material or sewage.
- Wear And Tear - References to rust, wet or dry rot and mold removed from exclusion. See exclusion titled Fungus, Wet Rot Or Dry Rot.
- Weather Conditions - New exclusion.

## **LIMITATIONS**

### Changes common to SF-1, SF-2, SF-5 and SF-6

- Limitation added for live animals, birds or fish held as stock.

## **All Risk Forms SF-3, SF-4, and SF-4A Ed. 9/16**

### Changes to SF-3

## **PROPERTY COVERAGE EXCLUSIONS**

- Acts Or Decisions - New exclusion.
- Animals - Added skunks, raccoons, vermin and bats to the list of excluded animals.
- Defects, Error And Omissions - Last section added to exclude merchandise, goods or other products.
- Discharge Or Leakage - This was formerly the #15 Water Damage exclusion.
- Earth Movement Of Any Kind - Language added to this exclusion which came from an Earth Movement Exclusion Clarification endorsement.
- Electrical Damage Or Disturbance - Formerly known as “Artificially Generated Electric Current”. Clarifying language added, and exception added for coverage resulting from explosion, formerly was for ensuing fire only.
- Freezing - The exception to this exclusion for maintaining heat in the building, etc. was extended to include the exclusions for Temperature Or Humidity and Weather Conditions.
- Freezing, Thawing, Pressure Or Weight Of Ice Or Water - Now also excludes loss or damage to docks. Heaving and weight of snow are added to the causes listed in the exclusion.
- Fungus, Wet Rot Or Dry Rot - New stand-alone exclusion, was formerly part of the Wear and Tear exclusion.

Has limited give-back for fungus, wet rot or dry rot resulting from one of the specified causes of loss.

- Intentional Acts - New exclusion, similar to what was in form SF-18.
- Nuclear Clause - In the exception to this exclusion added loss or damage caused by explosion.
- Pollutants - Formerly known as “Pollutants/Smoke”.
- Settling, Cracking, Shrinking, Bulging Or Expanding - Patios and floors added to the exclusion.
- Temperature Or Humidity - This exclusion now has a 72-hour period before it becomes effective.
- Utility Services Interruption - Formerly known as “Power Interruption”. This exclusion was clarified by including losses resulting from not only power but communication and water utilities. Additional clarification language added that provides for coverage for an intervening event that caused a failure of power.
- Virus Or Bacteria - New exclusion.
- Voluntary Parting - New exclusion.
- War And Military Action - Formerly known as “War”. Additional clarification language added that the exclusion is for loss or damage from any war or military action.
- Water Damage - This was formerly the #10 Water Damage Exclusion. Exclusion clarified to state different sources of damage as well as waterborne material or sewage.
- Wear And Tear - References to wet or dry rot and mold removed from exclusion. See exclusion titled Fungus, Wet Rot Or Dry Rot.
- Weather Conditions - New exclusion.
- Exclusion for Buildings or Structures in the Process of Construction in the previous version of the SF-3 as #17 has been removed.

## **LIMITATIONS**

- Breakage of Glass - Limitation removed.
- Building Interior - Added an exception to the limitation for loss or damage to the covered building or structure which results from the thawing of snow, sleet or ice on the building or structure.

Changes to SF-4 and SF-4A

## **PROPERTY COVERAGE EXCLUSIONS**

- Acts Or Decisions - New exclusion.
- Animals - Added skunks, raccoons, vermin and bats to the list of excluded animals.
- Defects, Error And Omissions - New exclusion.
- Disappearance - Added clarifying language that the exclusion is applicable when there is no physical evidence to explain what happened to the property that disappeared.
- Discharge Or Leakage - New exclusion.
- Earth Movement Of Any Kind - Language added to this exclusion which came from an Earth Movement Exclusion Clarification endorsement.
- Electrical Damage Or Disturbance - Formerly known as “Artificially Generated Electric Current”. Clarifying language added, and exception added for coverage resulting from explosion, formerly was for ensuing fire only.
- Freezing - New exclusion.
- Freezing, Thawing, Pressure Or Weight Of Ice Or Water - New exclusion.
- Fungus, Wet Rot Or Dry Rot - New stand-alone exclusion, this was formerly part of the Wear and Tear exclusion. Has a limited give-back for fungus, wet rot or dry rot resulting from one of the specified causes of loss.
- Intentional Acts - New exclusion, similar to what was in form SF-18.
- Nuclear Clause - In the exception to this exclusion added loss or damage caused by explosion.
- Pollutants - New exclusion.
- Settling, Cracking, Shrinking, Bulging Or Expanding - New exclusion.
- Temperature Or Humidity - Formerly known as “Temperature-Humidity”. This exclusion now has a 72-hour period before it becomes effective.
- Utility Services Interruption - Formerly known as “Power Interruption”. This exclusion was clarified by including losses resulting from not only power but communication and water utilities. Additional clarification language added that provides for coverage for an intervening event that caused a failure of power.
- Virus Or Bacteria - New exclusion.

- War And Military Action - Formerly known as “War”. Additional clarification language added that the exclusion is for loss or damage from any war or military action.
- Water Damage - Exclusion clarified to state different sources of damage as well as waterborne material or sewage.
- Wear And Tear - References to wet or dry rot and mold removed from exclusion. See exclusion titled Fungus, Wet Rot Or Dry Rot.
- Weather Conditions - New exclusion.

**LIMITATIONS**

- Stamps, Tickets, Letters of Credits - Under SF-4A this limitation has been removed. Under SF-4 it has been restricted by removing the exception to limitation caused by a specified cause of loss.
- Business Property Inside A Building Or Structure - New limitation.

Changes common to SF-3, SF-4 and SF-4A

**DEFINITIONS**

- The specified causes of loss have been updated and are now equivalent to the those listed in the SF-2.

**NY COMMERCIAL LINES CANCELLATION AND NONRENEWAL POLICY CONDITIONS  
URB-COMM-CANC Ed. 9/16**

- Contains Cancellation and Nonrenewal Policy Conditions previously contained in the SF-20.

**SF-311S, SF-311D AND SF-311P ED. 9/16  
BUSINESSOWNERS COVERAGE**

Previously, the BOP consisted of one policy form identified as the SF-311 Ed. 1/88 Businessowners’ Coverage with applicable coverages indicated on the Supplemental Declarations. The BOP is now comprised of three distinct policy forms offering three levels of coverage referred to as the SF-311S (Standard), SF-311D (Deluxe) and SF-311P (Preferred). All coverages listed on each form are available.

Each BOP form has its own corresponding Supplemental Declarations represented by the SF-10S, SF-10D and SF-10P. On each Supplemental Declarations are the included coverages on that specific form with standard coverage amounts as well as options to increase coverage. The SF-10S will also include a section with all the coverages only available on the SF-311D and SF-311P, and the SF-10D will include all the coverages only available on the SF-311P. These coverages will be available on individual endorsements (SF-313 to SF-330 Ed. 9/16) which can be added on to the Businessowners base form contained in the policy.

The coverages available on each form are outlined below. The SF-311S and SF-311D offer the same coverages and similar limits that were previously available. The SF-311P introduces some new coverages and higher limits. Your policy will contain one of these levels of coverage listed below.

SF-311S	SF-311D	SF-311P	PROPERTY COVERAGES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Accounts Receivable
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Additional Expense
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Building Inflation Protection
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Building Ordinance Or Law*
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Debris Removal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Employee Dishonesty
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior Signs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Loss Of Income
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loss Of Income From Dependent Property*
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Money And Securities
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Newly Acquired Or Constructed Property*
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Personal Articles*
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pollutant Cleanup And Removal*
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refrigerated Property*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Seasonal Variation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sprinkler Leakage
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Transportation*
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Valuable Papers And Records
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	While Away From The Insured Premises
			<b>LIABILITY COVERAGES</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Legal Liability
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Medical Payments
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Personal And Advertising Injury Liability

\*Indicates a new coverage introduced to the BOP program.

**WHAT WE COVER**

- Unless otherwise stated in the policy form, the coverages are additional insurance.
- Unless otherwise stated, a \$500 deductible applies to the coverages contained in the policy form; however, the SF-20 stipulates only one deductible will apply per loss.

**PROPERTY COVERAGES**

- Debris Removal, Exterior Signs, Valuable Papers And Records, While Away From The Insured Premises - These coverages are now in addition to what the Incidental Coverage provided in the SF-20.
- Newly Acquired Or Constructed Property - New coverage not previously available. Among the BOP buy-up forms is an option to exclude this coverage.

Common changes made to the Property Coverages found in forms SF-311S and SF-311D

- Additional Expense - The policy form has been updated to introduce the concept of period of restoration and exclusions have been added for clarity. Exclusions added for expenses covered under loss of income or loss of income from dependent properties coverages of the policy, from enforcement of ordinance or law as a result of civil authority, interference by strikers or other people with the restoration of the property, caused by the suspension, lapse or cancellation of any lease, license, contract or order or from any other type of consequential loss. These exclusions were added to ensure this coverage stays separate and unique from other coverages that may also be on the policy.
- Debris Removal - The \$5,000 coverage limit has been replaced with a 5% increase in the amount of insurance.
- Loss Of Income - The policy form has been updated to introduce the concept of period of restoration and exclusions have been added for clarity. Clarifying language has been added to determine how loss of income is to be derived. Additionally, the duration time for loss of income covered under civil authority has been increased from two to six weeks. Exclusions added for loss of income caused by the destruction, corruption or theft of electronic data, any claim for Additional Expense coverage or loss of income from dependent properties coverages of the policy. These exclusions were added to ensure this coverage stays separate and unique from other coverages that may also be on the policy.

Changes made to Property Coverages found in SF-311D

- Accounts Receivable - The coverage grant has been detailed and the exclusions have been updated to reduce the number of exclusions and simplify the language. Exclusions have been added for loss for probable bad debts which would normally have been uncollectable by the insured and loss for unearned interest and service charges.
- Employee Dishonesty - The coverage grant has been detailed and the exclusions updated to clarify the conditions under which coverage will apply and to modernize the exclusions. Coverage has been clarified as to how losses are determined. The policy form now states that coverage is available for loss to “tangible” business property as compared to “other” business property. New exclusions have been added, we do not pay for:
  - Your inability to generate income.
  - Payment of compensatory or punitive damages to third parties for which you are legally liable.
  - Payment of costs, fees or expenses you incur in proving your loss under this coverage.
  - Payments of attorneys’ fees, filing fees or costs for any related legal action.



The failing to sign, issue or cancel a warehouse receipt or any documents connected with it.  
Dishonest or fraudulent signing, issuance or cancellation of a warehouse receipt or any documents connected with it.

- Money And Securities - Definitions for money and securities in the SF-20 has been expanded in meaning. Coverage for loss within a banking premises has been dropped, as it would already be included in the coverage given in the new form. Exclusions updated largely to exclude employee dishonesty and loss as a result of bad business practices. Separate deductible dropped.

## **LIABILITY COVERAGES**

Common changes made to the Liability Coverages found in forms SF-311S and SF-311D

- Fire Legal - The grant of coverage added buildings, in addition to structures. Clarifying language added to state that this coverage is an extension of Coverage L and as such any claims paid for this coverage will reduce the Coverage L each occurrence limit of liability and the available aggregate limit of liability. Exclusions have been added for liability from any contract to indemnify any person or organization for damages by fire or explosion to the premises, except an insured contract, or unless you would have been responsible for tort liability in the absence of the insured contract. Additionally, an exclusion for liability from property damage expected, directed or intended by the insured has been added.
- Medical Payments - The grant of coverage is essentially unchanged. However, the exclusions have been simplified by stating that the Coverage L exclusions are applicable, and then eliminating exclusions that were already included as a Coverage L exclusion.

Changes made to the Liability Coverages found in form SF-311D

- Personal And Advertising Injury Liability - This coverage was previously called Personal Injury. The grant of coverage of been expanded to include advertising injury. The exclusions have been expanded to include the following to the list of items we do not pay for:
  - Access or disclosure of confidential or personal information and electronic data related liability.
  - Any knowing violation of the rights of another caused by or at the direction of an insured with the knowledge that it would violate the rights of another and inflict personal and advertising injury.
  - Any criminal act by, at the direction of, or with the knowledge or consent of any person or organization covered by this policy.
  - Assumption by an insured in a contract or agreement for liability arising out of personal and advertising injury. However, this would not apply to liability an insured would have had in the absence of the contract or agreement.
  - Breach of contract by an insured, except an implied contract to use the advertising idea of another in your advertisement.
  - Failure of goods, products, or services to conform with any statement of quality or performance set forth in your advertisement.
  - The wrong description of the price of goods, products or services in an advertisement.
  - An offence by an insured in the business of media, advertising, broadcasting, publishing, or telecasting, website design, or an internet search, access, content or service provider.
  - Electronic chat rooms, bulletin boards, gripe sites, social media or other electronic forums that an insured hosts or owns, or has the control or authority to update.
  - Arising out of the infringement of copyright, patent, trademark, trade secrets or other intellectual property rights by an insured but other intellectual property rights do not include the use of another's advertising idea in your advertisement.
  - The unauthorized use of another's name or product in your e-mail address, domain name or metatags or tactics of a similar nature to mislead another's potential customers.
  - Recording or distribution of material or information in violation of law including any federal, state, or local statute, ordinance or regulation, including any amendment thereto, that prohibits or limits the printing, production, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
  - Cyber bullying.

Additional endorsements may be attached to, and made part of your policy. Such endorsements are specific to your

policy and the details of any such changes are not included in this disclosure notice. Please review your policy carefully to determine your rights, duties and obligations under the policy.

This disclosure notice does not change, modify or invalidate any of the provisions, terms, or conditions of your policy. This disclosure notice is a general description of coverage changes and is not a statement of contract.