



**Nationwide®**  
*On Your Side™*

56 12 24 PZ

HUGUENOT HUNDRED COMMUNITY ASSOC INC  
3941 DARBY DR  
MIDLOTHIAN, VA 23113-1320

**Enclosed you will find your Nationwide policy or an amendment to that policy.  
We look forward to continuing to provide your insurance protection.**

**If you have any questions, please contact:**

Claims: 1-800-421-3535

Billing Inquiry: 1-888-508-8622

AGENCY - 450006673

Address:

King Insurance Agency  
2146 PLAINVIEW BUS. CTR  
POWHATAN VA 23139

Phone: 804-598-9002

Email:

Thank you for placing your trust in us. *Nationwide is On Your Side<sup>SM</sup>.*



**Nationwide®**  
*On Your Side™*

IN 74 42 03 07

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## IMPORTANT INSURANCE INFORMATION

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Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

## CONSUMER REPORT INQUIRY NOTICE

Consumer reports, including credit history may have been ordered from a consumer reporting agency to underwrite and/or rate your insurance policy. You have the right to access this information and request correction of any inaccuracies. Your consumer reports, including your credit history are not affected in any way by our inquiry.

We are committed to respecting your privacy and safeguarding your personal information.

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Page 1 of 1

ACP 24-6-3383608

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## COM-PAK SUMMARY

PRINTED 05/22/2014

ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

Number:	ACP 2463383608	Effective from 07/20/2014	to 07/20/2015
Named Insured:	HUGUENOT HUNDRED COMMUNITY ASSOC INC		
Mailing Address:	3941 DARBY DR MIDLOTHIAN, VA 23113-1320		
Agency Name:	King Insurance Agency	45 80447-001	24
Agency Address:	POWHATAN VA 23139	(804)598-9002	
Producer:	RICHARD KING INS GROUP		

Division	Program	Total Premium
A	COMMERCIAL GENERAL LIABILITY (NATIONWIDE FIRE)	\$400.00

Not a bill. Your bill is sent separately.

NI

Estimated Total Premium: \$ 400.00

This Com-Pak is a portfolio of individual policies which serves to combine various insurance coverages written under a group of separate contracts of insurance.

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**NOTICE OF TERRORISM INSURANCE COVERAGE  
NOTICE – DISCLOSURE OF PREMIUM**

**Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto,  
Crime, and Workers Compensation**

**(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, 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 certain air carriers or vessels 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for that portion of losses covered by the United States Government under the Act.

# COMMERCIAL GENERAL LIABILITY (NATIONWIDE FIRE)

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**IMPORTANT INSURANCE INFORMATION**

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Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

## **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

If you have a loss and need to report a claim, please call our 24-hour toll free claims number, 1-800-421-3535, from anywhere in the country.

When you want to talk to someone about your policy(s) or any other insurance concern please contact your Nationwide agent. Your Nationwide agent's telephone number can be found on the Policy Declaration or a Billing notice.

You may also write or call the Nationwide Office from which your policy was issued:

Nationwide Insurance Companies  
P.O. Box 10669  
Lynchburg, Virginia 24506  
Telephone: 1-800-526-3765

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  
P.O. Box 1157  
Richmond, Virginia 23218  
1-800-552-7945 (Toll Free – Virginia only)  
1-804-371-9741 (Property and Casualty Insurance direct line)  
1-804-371-9349 (FAX – Property and Casualty Insurance direct line)

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.

**NATIONWIDE MUTUAL FIRE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220**

**Named Insured: HUGUENOT HUNDRED COMMUNITY ASSOC INC**

**Address: 3941 DARBY DR  
MIDLOTHIAN**

**VA 23113-1320**

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**IMPORTANT INSURANCE INFORMATION**

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**IMPORTANT NOTICE FOR RENEWAL POLICIES**

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you. Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

**IN 5017 (05-93)**

**DIRECT BILL MACH 14142**

**INSURED COPY**

**ACP GLGO 2463383608**

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## IMPORTANT INSURANCE INFORMATION

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Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

## NOTICE TO POLICY HOLDERS

### POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program is subject to a termination date of December 31, 2014, unless extended by the federal government. If the federal Program terminates, or is extended with certain changes prior to or during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

**YOUR POLICY DURING TENURE OF THE TERRORISM RISK INSURANCE PROGRAM AS THAT PROGRAM EXISTS PURSUANT TO THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007:**

This policy does not contain a terrorism exclusion. However, the policy contains an endorsement under which coverage for "certified acts of terrorism" (which is more fully defined in the endorsement) is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act. Further, the absence of a terrorism exclusion does not create coverage for any injury or damage that would otherwise be excluded under the policy, such as losses excluded by the war liability exclusion.

**POTENTIAL CHANGE TO YOUR POLICY:**

**Endorsement CG 21 87 (CG 32 20 in the State of Washington) is attached to your policy. Its provisions become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:**

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is/was scheduled to terminate at the end of December 31, 2014, unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or

- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible is 20% of the total of our previous year's direct earned premiums. The government's share is 85% of the terrorism losses paid by us above the deductible.

**Endorsement CG 21 87 (CG 32 20 in the State of Washington) treats terrorism as follows:**

- Coverage for injury or damage arising out of a terrorism incident is excluded only if:
  - The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
  - Fifty or more persons sustain death or serious physical injury; or

*(To determine whether the threshold for property damage (\$25 million) or persons injured (fifty) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)*

  - The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
  - The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
  - The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

**See the definition of terrorism for purposes of the terrorism exclusion.**

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**IMPORTANT INSURANCE INFORMATION**

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Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

**NOTICE TO POLICYHOLDERS  
COMMERCIAL GENERAL LIABILITY  
EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR  
PERSONAL INFORMATION AND DATA-RELATED LIABILITY**

**For policies that include Commercial General Liability Coverage Forms, CG 00 01 or CG 00 02:**

The purpose of this notice is to make you aware of a new or replacement endorsement included with this policy.

**CG 21 06 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- Under Coverage A – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This may result in a reduction in coverage.
- Under Coverage B – Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

**For policies that include Electronic Data Liability endorsement, CG 04 37:**

The purpose of this notice is to make you aware of a new edition (05 14) of CG 04 37.

When this endorsement is attached to your policy:

- Under Coverage A – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This may result in a reduction in coverage.
- Under Coverage B – Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

**For policies that include Owners And Contractors Protective Liability Coverage Form – Coverage For Operations Of Designated Contractor, CG 00 09:**

The purpose of this notice is to make you aware of a new or replacement endorsement included with this policy.

**CG 33 53 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This may result in a reduction in coverage.





NATIONWIDE MUTUAL FIRE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

80447  
RENEWAL

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: **ACP GLGO 2463383608**

Named Insured: **HUGUENOT HUNDRED COMMUNITY ASSOC INC**

Address: **3941 DARBY DR  
MIDLOTHIAN VA 23113-1320**

Agent: **King Insurance Agency** **45-80447-001**  
Address: **POWHATAN VA 23139** PRODUCER: **RICHARD KING INS GROUP**

Policy Period: From **07/20/14** to **07/20/15** 12:01 A.M. standard time at the address of the named insured as stated herein.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (other than products-completed operations)	\$	1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$	1,000,000
EACH OCCURRENCE LIMIT	\$	1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (any one premises)	\$	100,000
MEDICAL EXPENSE LIMIT (any one person)	\$	5,000

Retroactive Date (CG0002 only)

The Named Insured is: **CORPORATION**  
Business of the Named Insured is: **CLUBS-CIVIC, SERVICE OR S**  
Audit Period:

ENDORSEMENTS ATTACHED TO THIS POLICY

SEE COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS SCHEDULE

TOTAL ADVANCE PREMIUM \$ 400.00M

Replacement or  
Renewal Number **ACP GLGO2453383608**

Countersigned By \_\_\_\_\_  
Authorized Representative

GL-D (10-98)

DIRECT BILL MACH 14142

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ACP GLGO 2463383608

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# NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

## MUTUAL COMPANY CONDITIONS ENDORSEMENT

### POLICYHOLDER MEMBERSHIP IN THE COMPANY

(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in States Other than the State of Texas)

Because this policy is issued by Nationwide Mutual Fire Insurance Company (the "Company"), the first named insured listed on the declarations page ("named insured") is a member of the Company issuing the policy while this or any other policy issued by the Company is in force. While a member, the named insured is entitled to one vote only – regardless of the number of policies issued to the named insured – either in person or by proxy at meetings of members of the Company.

The annual meeting of members of the Company will be held each year at the Home Office of the Company in Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of Nationwide Mutual Fire Insurance Company should elect to change the time or place of that meeting, the Company will mail notice of the change to the member's last known address. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the named insured is not subject to any assessment beyond the premiums required for each policy term.

### POLICYHOLDER DIVIDEND PROVISIONS

The named insured is entitled to any Dividends which are declared by the Board of Directors of the Company in accordance with law and which are applicable to coverages provided in this policy.

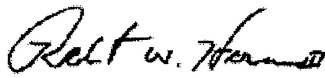
### POLICYHOLDER MEMBERSHIP IN THE COMPANY IN TEXAS

(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in the State of Texas)

**1. MUTUALS – MEMBERSHIP AND VOTING NOTICE.** The named insured is notified that, by virtue of this policy, the named insured is a member of the Nationwide Mutual Fire Insurance Company of Columbus, Ohio, (the "Company") and is entitled, as is lawfully provided in the charter, constitution, and by-laws to vote either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The annual meetings of the members of the Company are held in the Home Office, at Columbus, Ohio, on the first Thursday of April, in each year, at 9:30 o'clock a.m.

**2. MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY.** No Contingent Liability: This policy is non-assessable. The named insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF: Nationwide Mutual Fire Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the

  
Secretary

  
President  
Nationwide Mutual Fire Insurance Company

**NATIONWIDE MUTUAL FIRE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220**

**COMMERCIAL GENERAL LIABILITY SCHEDULE**

Policy Number: **ACP GLGO 2463383608**

Item No., Location and Description of Hazards	Code No.	Premium Basis	Rates		Advance Premium	
			OTHER	PR/CO	OTHER	PR/CO
001A VA-503 CLUBS-CIVIC, SERVICE OR SOCIAL - NO BUILDINGS OR PREM- ISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT -- NOT-FOR- PROFIT ONLY	41670	MEMBERS 49	PER MEMBER 2.783		\$210MIN	
CG2002 4029 OLD GUN RD E  MIDLOTHIAN VA231131341						
MINIMUM PREMIUM ADJUSTMENT					\$190	

Total Advance Other and PR/CO **\$400MIN**

TOTAL ADVANCE PREMIUM **\$400MIN**

NOTE: For classes based on payroll each Executive Officer, Sole Proprietor or Partner may be subject to a fixed amount.

GL-DS (12-93)

**NATIONWIDE MUTUAL FIRE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220**

**COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS**

Number: **ACP GLGO 2463383608**

Period: From **07/20/14** To **07/20/15**

Named Insured: **HUGUENOT HUNDRED COMMUNITY ASSOC INC**

Form	Date	Title
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0179	1107	VIRGINIA CHANGES
CG2002	1185	ADDITIONAL INSURED - CLUB MEMBERS
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CG2147	1207	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2167	1204	FUNGI OR BACTERIA EXCLUSION
CG2170	0108	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2187	0504	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM)
CG2426	0413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG7023	1096	EXCL-ASBESTOS, ELECTRO-MAGNETIC RADIATION, LEAD AND RADON
CG7033	0393	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
GC2187	0107	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM)
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL0138	1111	VIRGINIA CHANGES - CANCELLATION AND NONRENEWAL
13614	1185	SPECIAL CONTINUATION PROVISION

**IMPORTANT NOTICES**

EN7281	0706	IMPORTANT INFORMATION REGARDING YOUR INSURANCE
IN5017	0593	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN7300	0114	NOTICE TO POLICY HOLDERS POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE
IN7759	0514	NOTICE TO POLICYHOLDERS COMMERCIAL GENERAL LIABILITY EXCLUSION - ACCESS OR DISCLOSURE

**GLDF (02-93)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**All terms and conditions apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONDITIONAL EXCLUSION OF TERRORISM**  
**(RELATING TO DISPOSITION OF FEDERAL TERRORISM**  
**RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK POLICY

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

**All terms and conditions of this policy apply unless modified by this endorsement.**

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

## **VIRGINIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:**
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:**
    - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or**
    - b. 45 days before the effective date of cancellation if we cancel for any other reason.**
  - 3. We will send written notice by registered or certified mail or deliver written notice to the first Named Insured's last mailing address known to us.**
  - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.**
    - a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:**
      - (1) At our request;**
      - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;**
      - (3) And rewritten by us or a member of our company group; or**
    - (4) After the first year, if it is a prepaid policy written for a term of more than one year.**
  - b. When this policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.**
- B. The following is added and supersedes any other provision to the contrary:**
- Nonrenewal**
- 1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:**
    - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or**
    - b. 45 days before the expiration date if the nonrenewal is for any other reason.**
  - 2. We will send written notice by registered or certified mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.**

**All terms and conditions of this policy apply unless modified by this endorsement.**