

8900 Keystone Crossing, Suite 300 Indianapolis, Indiana 46240

Telephone: 317.844.0273 Toll-Free:1.800.800.CITY (2489)

January 15, 2016

Indy Metropolitan Military Honor Guard Inc. 5339 Hedgerow Dr. Indianapolis, IN 46227

RE:

Policy Type:

**Businessowners Policy** 

Policy Number:

3234416

Policy Term:

02/15/2016 - 02/15/2017

Company Name:

**SECURA Insurance Companies** 

#### Dear Dick:

We are pleased to enclose the renewal of your insurance policies, written with SECURA Insurance Companies effective 2/15/2016.

The premium developed for this renewal is \$542. This amount will be invoiced directly to you by the Insurance Company.

After you have had a chance to review, please let me know if you have any questions.

Thank you very much for your business!

Sincerely,

Mary Stockdale, IACSR Commercial Service Agent

317-808-7305

mstockdale@citysecurities.com



Invested in you.

### **INSURANCE POLICY**

## **Indy Metropolitan Military Honor Guard Inc**

### PREPARED BY:

ACCOUNT EXECUTIVE Greg McCall

February 15, 2016 - February 15, 2017



# CITY SECURITIES CORPORATION INSURANCE DIVISION

8900 Keystone Crossing, Suite 300 Indianapolis, IN 46240 (317) 844-0273

#### **SERVICE STAFF**

ACCOUNT EXECUTIVE Greg McCall gmccall@citysecurities.com

Phone: (317) 808-7159

ACCOUNT MANAGER Mary Stockdale mstockdale@citysecurities.com

Phone: (317) 808-7305 Fax: (317) 972-7185

CLAIMS Jamie Catton jcatton@citysecurities.com

Phone: (317) 808-7265 Fax: (317) 524-6399

CERTIFICATES Mary Stockdale

ACCOUNTING Mary Stockdale

PERSONAL LINES Jane Harlow jharlow@citysecurities.com

Phone: (317) 808-7218 Fax: (317) 972-7102

LIFE, HEALTH AND Susie Laughlin slaughlin@citysecurities.com

EMPLOYEE BENEFITS Phone: (317) 808-7163

These staff members are responsible for servicing your account. Feel free to contact them any time.



#### P. O. BOX 819 APPLETON, WI 54912-0819

#### COMMON POLICY DECLARATIONS

RENEWAL DECLARATION

POLICY NO. 20-CP-003234416-6/000 RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318 NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227

CITY SECURITIES INS CROSSING STE 300 8900 KEYSTONE INDIANAPOLIS IN 46240

POLICY PERIOD: From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. ATTACH THIS RENEWAL DECLARATION TO YOUR POLICY.

THIS POLICY IS BEING RENEWED AT RATES IN EFFECT ON THE DATE OF RENEWAL.

PROGRAM: SELECT MARKETS

THE NAMED INSURED IS : C CORPORATION

BUSINESS DESC : HONOR GUARD SERVICES AT FUNERALS, ETC

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. PREMIUM COMMERCIAL PROPERTY 235 COMMERCIAL GENERAL LIABILITY 307 COMMERCIAL CRIME NOT COVERED COMMERCIAL INLAND MARINE NOT COVERED ESTIMATED TOTAL PREMIUM \$542 This is not a bill - Invoice to follow.

FORM	S AND	END	ORSEME	NTS	APPLIC	ABLE	TO	ALL	COV	ERAGE	PARTS
PL14001	1501*	IL0017	(11-98)	IL0272	(09-07)	IL0272	(07-0	2) AI	_D9999	0711	ILE0020 0304
ILE7000 (	301										
L											

THESE DECLARATIONS AND THE	COMMON POLICY DECLARAT	TIONS, IF APPLICABLE, TOGE	ETHER WITH THE COMMON POLICY CONDITIONS,
COVERAGE FORM(S) AND FORMS	AND ENDORSEMENTS, IF	ANY, ISSUED TO FORM A PART	T THEREOF, COMPLETE THE ABOVE SUMBERED POLICY.
			A BUSINESS OF THE IN

COUNTERSIGNED AT:	DATE:	 B					
		74	AUTH	ORIZE	D REPRÉSI	ENTATIVE	

1500DA Original

01-06-16 BAR IL 0019 9601 ID209 Page 1 of



P. O. BOX 819 APPLETON, WI 54912-0819

#### COMMERCIAL PROPERTY

RENEWAL DECLARATION

POLICY NO. 20-CP-003234416-6/000 RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227 CITY SECURITIES INS CROSSING STE 300 8900 KEYSTONE INDIANAPOLIS IN 46240

POLICY PERIOD: From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. ATTACH THIS RENEWAL DECLARATION TO YOUR POLICY.

#### BUILDING-1

PREM. NO. 2 BLDG. NO. 1 1039 E 56TH ST INDIANAPOLIS IN 46228							
COVERAGES PROVIDED ———————————————————————————————————	PLIES ONLY FOR COVERAGES	FOR WHICH A	LIMIT OF INSURANCE	IS SHOWN			
COVERAGE	CAUSE OF LOSS	DED	COINSURANCE	LIMIT OF INSURANCE			
BUSINESS PERSONAL PROPE	ERTY PECIAL-Incl theft	1,000	80%	35,000			
OPTIONAL COVERAGES							
PERSONAL PROPERTY: REPLACEMENT COST TENANTS GLASS COVERAGE INCLUDED							

#### MANUSCRIPT FORMS:

HSB 2000 1001 - CAUSES OF LOSS - BREAKDOWN BASIC

EQUIPMENT BREAKDOWN LIMIT INCLUDED BUSINESS INCOME AND EXTRA EXPENSE INCLUDED WHEN SELECTED

DEDUCTIBLE: AS SHOWN ON THE COVERED PROPERTY AND INCOME COVERAGES

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS

\$25

TOTAL PROPERTY PREMIUM \$235

Original

CPP 4505 9601

01-06-16 BAR ID209

Page 2 of



P. O. BOX 819 APPLETON, WI 54912-0819

#### COMMERCIAL PROPERTY

RENEWAL DECLARATION

POLICY NO. 20-CP-003234416-6/000 RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227 CITY SECURITIES INS CROSSING STE 300 8900 KEYSTONE INDIANAPOLIS IN 46240

n A

POLICY PERIOD: From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. ATTACH THIS RENEWAL DECLARATION TO YOUR POLICY.

#### FORMS AND ENDORSEMENTS

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

COUNTERSIGNED AT:	DATE:	BY:  AUTHORIZED REPRESENTATIVE

Original

CPP 4505 9601 01-06-16 BAR ID209

Page 3 of 6



P. O. BOX 819 APPLETON, WI 54912-0819

#### COMMERCIAL GENERAL LIABILITY

RENEWAL DECLARATION

POLICY NO. 20-CP-003234416-6/000 RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227 CITY SECURITIES INS CROSSING STE 300 8900 KEYSTONE INDIANAPOLIS IN 46240

POLICY PERIOD: From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. ATTACH THIS RENEWAL DECLARATION TO YOUR POLICY.

LIMITS OF IN	ISUR	ANCE		
GENERAL AGGREGATE PRODUCTS-COMPLETED OPERATIONS AGGREGATE PERSONAL INJURY & ADVERTISING INJURY EACH OCCURRENCE DAMAGE TO PREMISES RENTED TO YOU MEDICAL EXPENSE	ው ው ው ው ው ው	•		PREMISES PERSON

PROPERTY DAMAGE DEDUCTIBLE: See Manuscript Forms

STATE-1

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC # 1: 5339 HEDGEROW DR INDIANAPOLIS IN 46227

LOC	CLASSIFICATION	CODE	PREMIUM	BASIS	PMS RATE	PDTS RATE
	CLUBS - CIVIC, SERVICE OR SOCIAL - NO BUILDINGS OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGR	41670 EGATE LIMI	EACH T	15	2.486	INCL



### P. O. BOX 819 APPLETON, WI 54912-0819 COMMERCIAL GENERAL LIABILITY

RENEWAL DECLARATION

POLICY NO. 20-CP-003234416-6/000

RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227 CITY SECURITIES INS CROSSING STE 300 8900 KEYSTONE INDIANAPOLIS IN 46240

POLICY PERIOD: From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. ATTACH THIS RENEWAL DECLARATION TO YOUR POLICY.

MANUSCRIPT FORMS:

CG0300 (01-96): DEDUCTIBLE LIABILITY INSURANCE

Coverage

Amount and Basis of Deductible
Property Damage Liability
\$ 500 per CLAIM

LIMITATIONS ON APPLICATION OF THIS ENDORSEMENT:

THIS PER CLAIM PROPERTY DAMAGE LIABILITY DEDUCTIBLE WILL NOT EXCEED \$2500

RESULTING FROM ANY ONE "OCCURRENCE"

CG71000 1001 : GENERAL LIABILITY WRAP

CG2135 (10-01): EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

DESCRIPTION AND LOCATION OF PREMISES:

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS

**ALL OPERATIONS & LOCATIONS** 

\$25

GENERAL LIABILITY ADVANCE PREMIUM

\$307

Original

CPP 4506 9601 01-06-16 BAR ID209

Page 5 of



P. O. BOX 819 APPLETON, WI 54912-0819

#### COMMERCIAL GENERAL LIABILITY

RENEWAL DECLARATION

POLICY NO. 20-CP-003234416-6/000 RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318
NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227 CITY SECURITIES INS
CROSSING STE 300
8900 KEYSTONE
INDIANAPOLIS IN 4624

POLICY PERIOD: From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. ATTACH THIS RENEWAL DECLARATION TO YOUR POLICY.

#### FORMS AND ENDORSEMENTS

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

COUNTERSIGNED AT: \_\_\_\_\_\_ DATE: \_\_\_\_\_ BY: \_\_\_\_\_\_AUTHORIZED REPRESENTATIVE

Original

CPP 4506 9601 01-06-16 BAR ID209

Page 6 of



P. O. BOX 819 APPLETON, WI 54912-0819

#### COMMON POLICY DECLARATIONS

EXTENDED NAMED INSURED

POLICY NO. 20-CP-003234416-6/000 RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318 NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227

CITY SECURITIES INS CROSSING STE 300 8900 KEYSTONE INDIANAPOLIS IN 46240

POLICY PERIOD: From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

AUTHORIZED REPRESENTATIVE

Original

01-06-16 ID209 Page 1 of



APPLETON, WI 54912-0819 P. O. BOX 819

#### FORMS SCHEDULE

POLICY NO. 20-CP-003234416-6/000 RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318 NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227

CITY SECURITIES INS CROSSING STE 300 8900 KEYSTONE INDIANAPOLIS IN 46240

POLICY PERIOD: From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

#### COMMON POLICY FORMS

PLI4001 1501*	DISCLOSURE PURSUAN TO TRIA - TERRORISM COV NOTICE
IL0017 (11-98)	COMMON POLICY CONDITIONS
IL0272 (09-07)	INDIANA CHANGES - CANCELLATION & NONRENEWAL
IL0272 (07-02)	INDIANA CHANGES - CANCELLATION & NONRENEWAL
ALD9999 0711	OFFICER SIGNATURE PAGE
ILE0020 0304	MUTUAL COMPANY PARTICIPATION PROVISIONS
ILE7000 0301	MULTIPLE DEDUCTIBLE COORDINATION

#### COMMERCIAL PROPERTY FORMS

ILE 0431 1207	AMENDMENT OF DEFINITIONS OF POLLUTANTS
CP0090 (07-88)	COMMERCIAL PROPERTY CONDITIONS
IL0156 (09-07)	INDIANA CHANGES-CONCEALMENT, MISREPRESENTATION
CP0152 (07-96)	INDIANA CHANGES - RIGHTS OF RECOVERY
CP0140 (07-06)	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP1032 (08-08)	WATER EXCLUSION ENDORSEMENT
CP1030 (06-07)	CAUSES OF LOSS - SPECIAL FORM
CP0010 (06-07)	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
HSB 2000 1001	EQUIPMENT BREAKDOWN WRAP - BREAKDOWN BASIC
ILE0666 9806	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL0952 (01-15)*	CAP ON LOSSED FROM CERTIFIED ACTS OF TERRORISM
IL0030 (01-06)	EXCLUSION OF TERRORISM
IL0995 (01-07)	CONDITIONAL EXCLUSION OF TERRORISM

#### COMMERCIAL GENERAL LIABILITY FORMS

TOTAL
NTS
ENDORSEMENT
HAT GOVERN EMAIL
AGE FORM
DENTIAL OR PERSN
SION
ATION EXCLUSION
USION

<sup>\*</sup> Forms revised during the previous policy term or added as part of the renewal.

Current editions of these forms are included with the Original copy of the Renewal.

Original



P. O. BOX 819 APPLETON, WI 54912-0819

#### FORMS SCHEDULE

POLICY NO. 20-CP-003234416-6/000 RENEWAL OF 20-CP-003234416-5

ACCOUNT NUMBER: 00007308318
NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 130768 01

INDY METROPOLITAN MILITARY HONOR GUARD INC 5339 HEDGEROW DR INDIANAPOLIS IN 46227

CG2187 (01-15)\*

CITY SECURITIES INS CROSSING STE 300 8900 KEYSTONE INDIANAPOLIS IN 46240

From 02/15/2016 to 02/15/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. POLICY PERIOD: CG2167 (04-02) FUNGI OR BACTERIA EXCLUSION ILE0197 9910 PUNITIVE DAMAGES EXCLUSION CG2426 (07-04) AMENDMENT OF INSURED CONTRACT DEFINITION GENERAL LIABILITY WRAP CGT1000 1001 CG2162 (09-98) EXCLUSION-YR 2000 COMPUTER RELATED AND OTHER ELECT TWO OR MORE COVERGE FORMS OR POLICIES ISSUED BY US ILE 0465 1009 SGE 2103 1001 EXCLUSION - LIQUOR LIABILITY SGE 2105 1001 EXCLUSION - FIREWORKS SGE 2106 1001 EXCLUSION - AMUSEMENT DEVICES SGE 2108 1001 EXCLUSION - SPORTS AND STUNTS SGE 2213 1001 EXCLUSION - MEMBERS AND ADDITIONAL INSUREDS SGE 2401 1001 EXCESS PROVISION CG2170 (01-15)\* CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM CG2169 (01-02) WAR OR TERRORISM EXCLUSION

CONDITIONAL EXCL OF TERRORISM (RELATING TO DISPOSTN

\* Forms revised during the previous policy term or added as part of the renewal.

Current editions of these forms are included with the Original copy of the Renewal.

AUTHORIZED REPRESENTATIVE

Original

2



THIS NOTICE IS PART OF YOUR POLICY, PLEASE READ IT CAREFULLY.

# Disclosure Pursuant To Terrorism Risk Insurance Act Terrorism Coverage Notice

Welcome to SECURA. Thank you for the opportunity to protect you with solid, reliable insurance for your business.

The Terrorism Risk Insurance Program Reauthorization Act of 2015 mandates that we make certain terrorism insurance available to specified policyholders provides instructions on how policyholders can respond, and specifies methods of potential future surcharges.

#### **Terrorism-Related Losses**

You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law as follows:

Calendar Year	Aggregate Insured Losses	Government Payment
2015	\$100,000,000	85%
2016	\$120,000,000	84%
2017	\$140,000,000	83%
2018	\$160,000,000	82%
2019	\$180,000,000	81%
2020	\$200,000,000	80%

When the Insured Losses occurring in a calendar year exceed the stated Aggregate amount, the United States Government would pay the percent shown of our Insured Losses that exceed our Insurer Deductible.

The premium charged for this coverage does not include any charges for the portion of loss covered by the federal government.

#### Cap On Our Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Calendar Year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. 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.

#### Policy Types Excluded

The following lines of insurance are not covered by the Act:

- Commercial Auto
- Crime Division of any CP policy
- Stand-alone Employment Practices Liability or Professional Liability policies.
- Farmowners policies

Statutory terrorism coverage is excluded and not available for these lines of insurance.

#### **Premium For Terrorism Risk Insurance Act Coverage**

The premium for statutory terrorism coverage on this policy is shown as a separate item on the policy declarations page or disclosure schedule.

#### **Federal Recoupment Provisions**

The funding for the portion of loss covered by the federal government is under the direction of the U.S. Treasury Department. General tax revenues are initially used; however, partial recovery is allowed via a policyholder surcharge.

#### The current Federal Recoupment Surcharge is 0%.

The Federal Recoupment can be instituted at any time and applies even if you reject the statutory coverage.

#### **Conditional Exclusions Continue To Apply**

The Terrorism Risk Insurance Program Reauthorization Act of 2015 extends the provision to offer terrorism coverage until Dec. 31, 2020. The continuation of coverage beyond that sunset period will be determined in the future by Congress. The attached Conditional Exclusion of Terrorism endorsements become part of your policy. The provisions apply as follows:

If the Act, including federal funding, is extended with essentially similar terms:

The current terrorism coverage continues without change beyond Dec. 31, 2020.

If the Act, including federal funding, is <u>not</u> extended with essentially similar terms, and the Act is allowed to expire Dec. 31, 2020:

The Conditional Exclusion endorsements supersede the terrorism endorsements upon expiration of the Act. The policy will then not pay for terrorism when one or more of the following is attributed to an incident of terrorism:

- Nuclear, biological, chemical, or radioactive materials are released or dispersed.
- Damages to all types of property in the coverage territory exceed \$25 million. Your state law may require an exception covering certain fire losses.

Your workers compensation policy will continue to provide coverage for losses dictated by state law subject to all terms, definitions, exclusions and conditions in your policy.

Please carefully read the policy, including any Conditional Exclusion of Terrorism endorsements which are part of your policy.

#### **Terrorism Coverage Pricing**

The terrorism coverage pricing for any policy term that will take affect prior to the expiration of the Act contemplates the partial period of coverage. We will not charge more premium if the Act is extended again. We will not return premium if the Act is allowed to expire.

#### Help Is Just A Phone Call Away

To explore all coverage and pricing opportunities available to you, or if you have questions concerning your rights, we encourage you to contact your SECURA agent.

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART STANDARD PROPERTY POLICY

#### A. Cap On Certified Terrorism Losses

"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:

- 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall 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.

#### **B.** Application Of 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 Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

# EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

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:

 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.

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.

#### CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

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. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall 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.
  - "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:
  - 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 terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

# 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

- 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);
  - 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:
  - "Terrorism" means activities against persons, organizations or property of any nature:
    - 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":

 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

- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 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.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



#### POLICYHOLDER NOTICE

## INDIANA – NOTICE REGARDING FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE

#### KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

As a policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent or us. Should you have a valid claim, we fully expect to provide a fair, timely settlement.

#### Mine Subsidence Insurance

Mine Subsidence Insurance provides property coverage for damages caused by collapse of man-made underground mines. It does not provide coverage for damages resulting from earth movements such as, but not limited to earthquake, landslides, volcanic eruption, or collapse of storm or sewer drains. Coverage is generally described here. Only the policy provides a complete description of the coverages and their limitations.

Indiana law requires that we make Mine Subsidence Coverage available to you in specified counties. Your agent has a list of these counties. The maximum amount of coverage available is \$500,000 per structure.

Mine Subsidence Coverage is provided for dwellings and other structures at the limit stated in the coverage form, or the amount of coverage stated in the Declarations, whichever is smaller.

Please contact your agent if you do not have Mine Subsidence Insurance and would like to purchase the coverage. Coverage is only available in counties designated by the Indiana Mine Subsidence Program.

#### Call your agent to report a claim or to obtain information about your insurance.

Your agent's name is provided on your policy. Your agent is trained to provide you with prompt service.

## Questions regarding your policy or coverage should be directed to: SECURA Insurance, A Mutual Company

(800)318-2136

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; 317-232-2395

Complaints can be filed electronically at www.in.gov/idoi.

#### NOTICE REGARDING YOUR POLICIES WITH SECURA

Thank you for choosing SECURA Insurance as your insurance provider. SECURA is a service-focused, relationship-driven mutual property and casualty insurance company operating through independent agents. Our vision is to be the company of choice for agents, policyholders, and associates.

SECURA currently maintains two insurance underwriting companies: SECURA Insurance, A Mutual Company ("Mutual") and SECURA Supreme Insurance Company ("Supreme"). The companies share resources and your policy coverages between the two companies are similar, although pricing may vary. The primary difference between the companies is the corporate structure. SECURA Insurance, A Mutual Company, is a mutual insurance company, providing its member policyholders voting rights at its annual meeting. SECURA Supreme Insurance Company is a stock insurance company that is wholly owned by Mutual and does not offer annual voting rights.

Mutual and Supreme are pooled companies. They share the same financial strength and are rated "A" Excellent by A.M. Best.

As a policyholder, your renewal policy may be offered through either SECURA underwriting company. The reasons could include different pricing structure or different underwriting guidelines that may better fit your account at renewal. Any movement between companies would only occur at policy expiration/renewal.

You will be able to determine which company is offering the continued coverage by looking at your Premium Invoice and policy Declarations.

If you ever have any questions regarding your policy, please contact your insurance agent.

Received

JAN 1 4 2016