

INLAND MARINE-GENERAL DECLARATIONS

Policy Number

MXI98308874

The Company issuing this policy is indicated by the Company Code (first letter or number) in the POLICY NUMBER, as follows:
A STOCK COMPANY

Renewal of Policy Number/Previous Policy Number
MXI98308874

054 - AGCS Marine Insurance Company

AGCS Marine Insurance Company
225 W. Washington St., Suite 1800
Chicago, IL 60606

Producer Code: **S-00035372**

Producer or Agent Name

AMWINS ACCESS

Address:

21550 OXNARD STREET SUITE 1100
WOODLAND HILLS, CA 91367

Named Insured: THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE

Mailing Address: 401 GOLDEN SHORE, 5TH FLOOR
LONG BEACH, CA 90802

Policy Period: From: 07/01/2022 To: 07/01/2023 at 12:01 A.M. Standard Time at your mailing address shown above.

The Named Insured is a(n) **SOLE OWNER**

Business or Operations of the Named Insured: **CALIFORNIA STATE UNIVERSITY**

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

INLAND MARINE COVERAGES:

COVERAGE FORMS AND CORRESPONDING ENDORSEMENTS ATTACHED AT INCEPTION:

8601CA 01 10, 97 01 10, 99 01 19, CL 9603PHNCA 01 10, CM 0001 09 04, CM 0020 03 10, CM 1017DEC 01 10, COV SH 07 09, IL 0017 11 98, IL 0102CA 05 05, IL 0104CA 09 07, IL 0270CA 09 12, IM 1000DEC 07 14, IM 8002 01 10, IM 8006 03 20, IM 8013 06 10, IM 8035 12 20, IM CUSTOM 1 10 04, IM CUSTOM 2 10 04, IM CUSTOM 3 10 04, IM TOC 01 10, NIM 1050 02 16, OFAC 1005PHN 11 11, PRVCY 2900PHNCA 03 21, SA 5011 01 10, SA 5011DEC 01 10, TER 9001 01 15, TRANS DEC 01 05

The premium may be subject to adjustment.

Terrorism Risk Insurance Act - Certified Acts Coverage - Covered \$

Terrorism Risk Insurance Act – Certified Acts Coverage - Not Covered

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.



Secretary



President



Allianz Global Corporate & Specialty®

Virus, Bacterium, or Other Microorganism Exclusion

Commercial Inland Marine

Insured	THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE	Policy Number	MXI98308874
Producer	AMWINS ACCESS	Effective Date	07/01/2022
		Expiration Date	07/01/2023

We will not pay for loss or damage caused directly or indirectly by any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, does not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

This exclusion applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover business income, extra expense or action of civil authority.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This Form must be attached to Change Endorsement when issued after the policy is written.



Allianz Global Corporate & Specialty®

This endorsement changes
the policy
PLEASE READ THIS CAREFULLY

AMENDATORY ENDORSEMENT-CALIFORNIA

1. In all coverage forms, Actual Cash Value, if applicable, is amended to include the following:
 - a. The actual cash value of covered property will be determined as:
 - 1) the amount it would cost to repair, rebuild, or replace the lost, damaged, or destroyed property less a fair and reasonable deduction for physical depreciation; or
 - 2) the limit applicable to that property at the time of the loss.whichever is less.
 - b. The condition of the property at the time of the loss is the basis for determining the amount of physical depreciation. The expense of labor necessary to repair, rebuild, or replace covered property is not a component of physical depreciation.
 - c. a. and b. above do not apply to property subject to Agreed Amount valuation terms or an item of property specifically scheduled with a value applicable to such item.
2. Under Loss Conditions, F. Other Insurance is deleted and replaced by the following:

F. Other Insurance

You may have another policy covering identical risks, whether or not both policies are subject to the same terms, such insurers are liable to make loss payment as described below. In the event you have double insurance, and incur:

- a. a total or constructive total loss, we will pay our share of the covered loss if that policy has the same effective date as this policy. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis.

However, if there is a total or constructive loss and that policy has an effective date other than the effective date on this policy, we will pay according to the effective dates on the policies. This policy will be primary to any policy with an effective date after the effective date of this policy. This policy will be excess over any policy with an effective date before the effective date of this policy.

- b. a partial loss, we will pay our share of the covered loss. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis

Commercial Inland Marine Conditions

Policy Amendment(s) Commercial Inland Marine

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms with the exception of MTC 4310 Motor Truck Cargo Coverage Form, SLP 4620 Specialty Logistics Package Yard Coverage Form, SLP 4621 Specialty Logistics Package-Motor Truck Cargo Coverage Form, SLP 4622 Specialty Logistics Package-Auto Physical Damage Coverage Form, SLP 4623 Specialty Logistics Package-Transportation Coverage Form, SLP 4624 Specialty Logistics Package-Warehouse Legal Liability Coverage Form, SLP 4625 Specialty Logistics Package-Contingent Cargo Coverage Form, and TB 2020 Transportation Block 2020 Coverage Form:

Loss Conditions

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If you and we fail to agree on the amount of loss, either one can ask that the amount of loss be established by appraisal. To start the appraisal process either you or we must make the request in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within 30 days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within 15 days, either you or we may have an umpire selected by a court located in the same state as the covered property. The appraisers will then set the amount of the loss. A copy of their report will be given to you and to us. The amount they agree upon will be the amount of loss.

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the loss. You will pay your appraiser and we will pay ours. The umpire's fee and other appraisal expenses will be shared equally by you and us.

If we submit to an appraisal, we will still retain our right to deny the claim.

C. Duties in the Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved. You must also file with us or our agent, a detailed sworn proof of loss within ninety (90) days following the loss or damage. We will supply you with the necessary forms.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination. If you move the covered property to a safe place, that property will continue to be covered and we will reimburse you for the reasonable expenses for doing so. You must tell us as soon as practical that you have moved the covered property to a safe place.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
9. Cooperate with us in the investigation or settlement of the claim.

D. Insurance under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property.

We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense. The expenses we incur will not reduce the applicable limit for coverage described under Property Covered.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.
7. If we recover any part of a loss from another party, after we deduct the expenses of making the recovery we will share the recovery with you. Your share will be the proportion that your share of the loss bears to the total amount of the loss.
8. We will pay for the removal of covered property damaged from a covered cause of loss up to the lesser of 10% of the limit of insurance or \$50,000. This is in addition to the limit of insurance.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets or Parts

1. Pair or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. **Labeled Goods**

If covered property bearing labels, packaging or wrappers is lost or damaged, we will pay you an amount sufficient to replace those labels, packaging or wrappers.

I. **Loss Payee**

If a loss payee is named in the Declarations, we will pay you and the loss payee, as the interest of each may appear.

J. **Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

K. **Reinstatement of Limit after Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item..

L. **Transfer of Rights of Recovery against Others to Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. If that person or organization does anything to impair our rights after a loss, we will not have to pay the loss. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if; at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

General Conditions

A. **Concealment, Misrepresentation or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. **Control of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action against Us

1. No one may bring us a legal action against us under this Coverage Part unless:
 - a. There has been full compliance with all the terms of this Coverage Part; and
 - b. The action is brought within 2 years after you first have knowledge of the direct loss or damage.
2. You agree not to sue us or involve us in another action proceeding after 2 years have passed since you discovered the loss or damage giving rise to such action. If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the General Declarations and the policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time. And,
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

G. Your Name and Address

Your name and address as the Named Insured shall be as specified in the General Declarations.

H. The Declarations

The Declarations shows you which coverages you have purchased and the limits of insurance that apply. You have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, you agree that:

- a. The statements in the Declarations are your agreements and representations.
- b. That this policy is issued in reliance on the truth of such representations.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

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

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES-ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

With respect to an "open policy", the following are added to any provision which uses the term actual cash value:

- A.** In the event of a total loss to a building or structure, actual cash value is calculated as the lesser of the following:
 - 1. The Limit of Insurance applicable to that building or structure; or
 - 2. The fair market value of the building or structure.
- B.** In the event of a partial loss to a building or structure, actual cash value is calculated as the lesser of the following:
 - 1. The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of the loss; or
 - 2. The Limit of Insurance applicable to the property.
- C.** In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as the lesser of the following:
 - 1. The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss; or
 - 2. The Limit of Insurance applicable to the property.
- D.** An "open policy" is a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation. The term "open policy" does not apply to Covered Property that is subject to an Agreed Value clause or similar clause that establishes an agreed value prior to loss, unless such clause has expired.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following with respect to loss ("loss") or damage caused by fire:

We do not provide coverage to the insured ("insured") who, whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

1. This Coverage Part;
2. The Covered Property;
3. That insured's ("insured's") interest in the Covered Property; or
4. A claim under this Coverage Part or Coverage Form.

C. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following with respect to loss ("loss") or damage caused by a Covered Cause of Loss other than fire:

This Coverage Part is void if any insured ("insured"), whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

1. This Coverage Part;
2. The Covered Property;
3. An insured's ("insured's") interest in the Covered Property; or
4. A claim under this Coverage Part or Coverage Form.

D. Except as provided in **E.**, the **Appraisal** Condition is replaced by the following:

If we and you disagree on the value of the property or the amount of loss ("loss"), either may make written request for an appraisal of the loss ("loss"). If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If there is an appraisal, we will still retain our right to deny the claim.

E. The Appraisal Condition in:

1. Business Income (And Extra Expense) Coverage Form **CP 00 30**; and
2. Business Income (Without Extra Expense) Coverage Form **CP 00 32**; is replaced by the following:

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a.** Pay its chosen appraiser; and
- b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES-CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

- 1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; andthe Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

Allianz Global Corporate & Specialty®

Scheduled Property Floater Declarations

Commercial Inland Marine

Insured	THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE	Policy Number	MXI98308874
Producer	AMWINS ACCESS	Effective Date	07/01/2022

Schedule of Coverage

Insurance is provided only for those coverages for which a Limit of Insurance is shown in these Declarations.

Rate and Premium

Rate \$.60

Location of Covered Property	Limit of Liability
Various California State University campuses / No coverage away from California State Campuses	\$1,065,434
	\$
	\$
	\$
All Covered Property in any one occurrence	\$1,065,434

Description of Covered Property:

Miscellaneous Equipment as per schedule on file from 2022

If this box is checked, Exclusion B.1.a. Earth Movement is deleted.

If this box is checked, Exclusion B.1.e. Water is deleted.

Deductibles

A. All Covered Causes of Loss other than B. or C. below	\$1,000
B. Earth Movement (as defined in Exclusion B.1.a.)	\$
C. Water (as defined in Exclusion B.1.e.)	\$

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.

Julia A. Gann

Secretary

William Sculbafu

President

Scheduled Property Floater Coverage Form

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

In return for your payment of the premium shown in the Declarations which are part of this policy, we provide the coverage described herein subject to all the conditions of this policy. This coverage is also subject to the additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records. Endorsements and schedules may also apply as identified in the Declarations or schedule of coverages.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

a. Covered Property means:

- (1) Your property; or
- (2) Property of others in your care, custody, and control.

b. Coverage Conditions

We only cover your property and property of others that are described in the Declarations.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, watercraft or vehicles licensed or designed for highway use.
- b. Buildings or land (including land on which the property is located) or water.
- c. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities.
- d. Property while waterborne except while in transit in the custody of a carrier for hire operating on inland waterways.
- e. Contraband or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means Risks of Direct Physical Loss or Damage to Covered Property from any external cause except those causes of loss listed in the Exclusions.

4. Additional Coverages

a. Debris Removal Coverage

- (1) We will pay your reasonable expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of the direct physical loss or damage.

- (2) The most we will pay under this Additional Coverage is the lesser of 25% of:
- (a) The amount we pay for the direct physical loss or damage to Covered Property; plus the deductible in this policy applicable to that loss or damage.
 - (b) The applicable Limit of Insurance.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance Section.

- (3) This Additional Coverage does not apply to costs to:
- (i) Extract "pollutants" from land or water; or
 - (ii) Remove, restore or replace polluted land or water.

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of loss, we will pay for any direct physical loss to that property:

- (1) While it is being moved or while temporary stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Pollutant Cleanup And Removal

We will pay your expenses to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if reported to us within 180 days on which the Covered Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

5. Coverage Extensions

Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to 30 days, but not beyond the end of the policy period. The most we will pay for loss or damage is \$10,000.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Earth Movement

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

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

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All Earth Movements that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

c. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

d. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

e. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
- (2) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1).

This exclusion applies regardless of whether any of the above, in Paragraphs (1) and (2), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) and (2), results in fire, explosion or theft, we will pay for the direct loss or damage caused by that fire, explosion or theft if these causes of loss would be covered under this coverage form.

f. Fungi, Wet Rot And Dry Rot

Presence, growth, proliferation, spread or any activity of "fungi", or wet or dry rot.

But if "fungi", or wet or dry rot results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

- (1) When "fungi", or wet or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungi", Wet Rot And Dry Rot with respect to loss or damage by a cause of loss other than fire or lightning.

g. Virus, Bacterium Or Other Microorganism

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, does not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

This exclusion applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover business income, extra expense or action of civil authority.

Exclusions **B.1.a.** through **B.1.g.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a.** Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to property in the custody of a carrier for hire.

- b.** Delay, loss of use, loss of market or any other consequential loss.

- c.** Unexplained disappearance.

- d.** Shortage found upon taking inventory.

- e.** Dishonest or criminal act committed by:

(1) You, any of your partners, employees, directors, trustees, or authorized representatives;

(2) A manager or a member if you are a limited liability company;

(3) Anyone else with an interest in the property, or their employees or authorized representatives; or

(4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

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

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

But if fire results, we will pay for the loss or damage caused by that fire if the fire would be covered under this coverage form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(1) Electrical current, including arcing;

(2) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(3) Pulse of electromagnetic energy; or

(4) Electromagnetic waves or microwaves.

- g. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - h. Unauthorized instructions to transfer property to any person or to any place.
 - i. Neglect of an insured to use all reasonable means to save and preserve property from further damage at or after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage to Covered Property by a Covered Cause of Loss results, we will pay for the loss or damage to Covered Property caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 of part or all of any property wherever located.
 - d. Wear and tear.
 - e. Marring or scratching.
 - f. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, or gradual deterioration.
 - g. Mechanical breakdown, including rupture or bursting caused by centrifugal force.
 - h. Insects, birds, rodents or other animals.
 - i. Rust or other corrosion, dampness or dryness of atmosphere, or changes in or extremes of temperature.
 - j. "Additional Water Damage".

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Debris Removal Coverage but, if:

- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional \$100,000 or 10% fo the limit of insurance whichever is less.

2. Preservation Of Property

The limits applicable to all other Additional Coverages are in addition to the Limits of Insurance

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

If more than one deductible is applicable under this Coverage Form, we will only apply the highest amount that is applicable.

E. Additional Conditions

1. The Valuation General Condition in the Commercial Inland Marine Conditions is replaced by the following:

- a. The value of each item of property that is individually listed and described in the Declarations is the applicable Limit of Insurance shown in the Declarations for that item.
- b. The value of all Covered Property, including newly acquired property, will be the least of the following amounts:
 - (1) The actual cash value of that property;
 - (2) The cost of reasonably restoring that property to its condition immediately before loss; or
 - (3) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

- (1) We cover property wherever located within:
 - (a) The United States of America;
 - (b) The District of Columbia;
 - (c) Puerto Rico; and
 - (d) Canada.

F. Definitions

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
3. "Additional Water Damage" means:
 - a. Mudslide or mudflow;
 - b. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment.
 - c. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings; or
 - d. Waterborne material carried or otherwise moved by any of the water referred in paragraph b. or c.; or material carried or otherwise moved by mudslide or mudflow.

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Fungi Limitation Endorsement

Commercial Inland Marine

Insured	THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE	Policy Number	MXI98308874
Producer	AMWINS ACCESS	Effective Date	07/01/2022

This endorsement modifies insurance provided under the following:

Commercial Inland Marine Coverage Part

All Other Property or Inland Marine Coverage Forms, Sections, or Endorsements attached to this policy

Schedule of Additional Limit

- \$50,000
- \$100,000
- \$250,000

1. The terms fungus and mold are deleted wherever they may appear in the coverage parts, coverage sections, forms or endorsements described above and attached to this policy.
2. The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:
 - a. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of "fungi", notwithstanding any other provision of this policy to the contrary. This includes the cost to test for, monitor, abate, mitigate, remove, dispose of, or remediate "fungi".
 - b. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, event, material, product or building component, that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability or claim.
3. The following coverage extension is added:

Fungi

- a. If "fungi" is the result of a Covered Cause of Loss, we will pay, subject to the limitation in subsection 3.c. (below), for:
 - (1) Direct physical loss of or damage to Covered Property, or Property Insured; or
 - (2) Your liability for property of others;

At the premises shown in the Declarations, caused by or resulting from "fungi". This includes the necessary and reasonable cost incurred to test for, monitor, abate, mitigate, remove, dispose of, or remediate "fungi".

- b. Coverage provided by this extension applies only if the presence of "fungi" is reported to us within 30 days of the occurrence of the covered loss that is alleged to have caused this condition.
 - (1) Coverage provided by this extension includes:
 - (1) The actual loss of Business Income you sustain;
 - (2) The necessary Extra Expense you incur; or
 - (3) Ordinance or Law Coverage; if the Coverage Section, policy Declarations, or an endorsement attached to this policy show that you have Business Income, Extra Expense, or Ordinance or Law Coverage.
- c. Regardless of any other limits or coverages stated in this policy, or the number of locations involved, the most we will pay under this coverage extension in any one occurrence or in the "annual aggregate" during this policy period is \$25,000 or the amount indicated in the above Schedule of Additional Limit. The provisions of this extension do not increase any Limits of Insurance provided by this policy.

4. Additional Definitions

- a. "Annual Aggregate" means the most we will pay for all loss or damage arising from all occurrence(s) during any one Policy Period. "Annual Aggregate" Limit(s) of Insurance are reduced by the amount of any paid loss insured under this coverage extension. If the policy is written for a term of more than one year, we will apply the "annual aggregate" limit of insurance separately to each consecutive year of the Policy Period. If the policy is extended for a period of time that is less than a year, the "annual aggregate" from the prior term applies to the extended period of time.
- b. "Fungi" means all types of fungus, such as mildew and mold, and all of their resulting spores and byproducts, including mycotoxins and allergens. "Fungi" does not mean "fungi" for human ingestion.

For purposes of this "Fungi" Coverage Extension, "fungi" is not considered a "pollutant".

This endorsement is otherwise subject to all other terms, conditions, provisions and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

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AGCS Marine Insurance Company

POLICY NUMBER: MXI98308874

CERTIFIED ACTS OF TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following: Commercial Inland

Marine Coverage Part(s)

I. Certified Acts of Terrorism Exclusion

We will not pay for loss, damage, or any liability caused directly or indirectly by a “**Certified Act of Terrorism**”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

II. Coverage for Certain Fire Losses

- A. If the location of your Covered Property or Property Insured is within a jurisdiction that has a Standard Fire Policy law that does not exempt Commercial Inland Marine, item II.B. (below) further modifies insurance under the following coverage parts:

Commercial Inland Marine Coverage Part(s)

- B. If a **certified act of terrorism** results in fire, then we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property or Property Insured. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form, or the Leasehold Interest Coverage Form, or the Net Leasehold Coverage Form.
- C. Notwithstanding II.B. above, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, then 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.

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AGCS Marine Insurance Company

III. Application of Other Exclusions

- A. Neither the terms of this endorsement nor the terms of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by the Coverage Part under:
 - 1. exclusions that address war, military action, or nuclear hazard; or
 - 2. any other exclusion; and
- B. The absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by the Coverage Part under:
 - 1. exclusions that address war, military action or nuclear hazard; or
 - 2. any other exclusion.

IV. Definitions

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

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

- A. 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, as amended; and
- B. 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.

V. All other terms and conditions of the policy remain unchanged.



Allianz Global Corporate & Specialty®

Electronic Data Exclusion Endorsement

Commercial Inland Marine

Insured	THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE	Policy Number	MXI98308874
Producer	AMWINS ACCESS	Effective Date	07/01/2022
		Expiration Date	07/01/2023

Notwithstanding any provision to the contrary within the policy or any endorsements thereto, it is understood and agreed that this endorsement will apply to all coverage forms, coverage extensions, supplemental coverage options, and endorsements that may be attached to this policy, including, but not limited to those that provide coverage for property, earnings, business income, extra expense, or interruption by civil authority.

This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of "Electronic Data" from any cause whatsoever (including but not limited to "Computer Virus") or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence of loss.

Exceptions to Endorsement

- 1) Fire and/or Explosion that results from any of the items described above, this policy, subject to all its terms, conditions, and exclusions, will cover direct physical loss or damage to property insured caused by or resulting from such Fire and/or Explosion.
- 2) Virus and Hacking coverage as provided for under the Supplemental Inland Marine Coverage Section of the Commercial Output policy, if attached
- 3) Hacking coverage as provided for under the Electronic Data Processing policy, if attached.

Definitions

Electronic Data includes but is not limited to facts, concepts and information converted to a form useable for communications, interpretation or processing of electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the "processing" and manipulation of data or the direction and manipulation of such equipment.

Computer Virus includes but is not limited to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to Trojan Horses, worms, and time or logic bombs.

Hacking includes but is not limited to an unauthorized intrusion by an individual or group of individuals, whether employed by you or not, into a computer, a Web site, or a computer network and that results in but is not limited to deletion, destruction, generation, or modification of software; alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of software;

observation, scanning, or copying of data records, programs and applications, and proprietary programs; damage, destruction, inadequacy, malfunction, degradation, or corruption of any hardware or media used with hardware; or denial of access to or denial of services from computers, computer network, or Web site including related software.

Processing includes but is not limited to any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

All other terms and conditions remain unchanged.

ENDORSEMENT 001

Leased, Rented or Borrowed Equipment

Insured	THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE	Policy Number	MXI98308874
Producer	AMWINS ACCESS	Effective Date	07/01/2022

This policy is extended to cover Leased, Rented or Borrowed camera equipment, musical instruments/equipment and miscellaneous equipment. This includes Equipment Leased or Rented by University Students for course related projects, but only when authorized to do so by University Administration or Faculty.

The most we will pay for a loss or damage to Leased, Rented or Borrowed Equipment is \$50,000 per loss unless a higher limit is reported to the company.

ENDORSEMENT 002

Policy Limits of Insurance

Insured	THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE	Policy Number	MXI98308874
Producer	AMWINS ACCESS	Effective Date	07/01/2022

This Company's liability will not exceed the respective Limits of Liability shown elsewhere for the coverage involved. However, in no event will the company's total limit exceed \$2,500,000 as a result of any one loss, disaster or occurrence, regardless the number of perils, coverages or locations involved.

Limit of liability for any one loss outside of the United States, Canada and Puerto Rico is \$500,000.

Note: Coverage outside of the United States only applies to camera equipment and musical instruments/equipment

ENDORSEMENT 003

Commercial Articles Floater - Annual Reporting and Audit -

Insured	THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE	Policy Number	MXI98308874
Producer	AMWINS ACCESS	Effective Date	07/01/2022

The premium charged is based on the total insured values of camera equipment, musical instruments and miscellaneous equipment as per the schedules on file with AGCS Marine Insurance Company.

Camera Equipment: \$377,018

Musical Equipment: \$5,713,695

Miscellaneous Equipment: \$1,065,434

Additionally acquired property is automatically covered for camera, musical & miscellaneous equipment and the insured shall submit new schedules to AGCS showing the current total insured values of equipment.

In the event such total insured values exceed or are less than the values of the original schedules, the premium will be adjusted based on the following rates:

Camera Equipment: \$3.80

Musical Instruments/Equipment: \$1.21

Miscellaneous Equipment: \$.60

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Pollutant Removal Endorsement

Policy Amendment(s) Commercial Inland Marine

Insured THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
C/O CALIFORNIA STATE UNIVERSITY
CHANCELLORS OFFICE

Policy Number MXI98308874

Producer AMWINS ACCESS

Effective Date 07/01/2022

A. Coverage

1. We will pay your reasonable cost to extract “pollutants” from land or water. The release, discharge or dispersal of the “pollutants” must result from a covered loss and must occur during the policy period.
2. This coverage only applies if no later than 180 (one hundred eighty) days from the date of loss or from the end of the policy period, whichever comes first, you:
 - a. discover the loss; and
 - b. report the loss to us in writing.

B. Limits of Insurance

1. The most we will pay in any one loss is the lesser of:
 - a. 10% of the applicable Limit of Insurance; or
 - b. \$10,000.
2. Under this coverage, the most we will pay for all claims for loss which occurs at any one location during the policy period is \$10,000. If this policy is written for a term of more than one year, we will apply this limit separately to each consecutive year of the policy period.
3. We will not pay:
 - a. the cost to repair, replace or restore property damaged or destroyed by extraction of pollutants;
 - b. the cost to extract “pollutants” from land or water:
 - (1) at any location used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - (2) at any location if the “pollutants” are released, dispersed or discharged from a location which is used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - (3) at any location if the “pollutants” arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.

C. Coinsurance

The Coinsurance provision, if any, in this policy does not apply to this Extension of Coverage.

D. Exclusions

The following exclusions are added:

1. Ordinance or Law

We do not cover loss or damage caused by or resulting from the enforcement of any ordinance or law:

- a. regulating the use or repair of any property; or
- b. requiring the tearing down or removal of any property, including the cost of removing its debris.

2. "Pollutants"

We do not cover loss or damage caused by or resulting from the release, discharge or dispersal of "pollutants" unless the release, discharge or dispersal is caused by one of the perils listed below applying to the insured property. But we do cover loss caused by:

- a. Fire or Lightning
- b. Explosion;
- c. Aircraft or Vehicles;
- d. Windstorm or Hail;
- e. Riot or Civil Commotion;
- f. Leakage from Fire Extinguishing Equipment;
- g. Volcanic Action;
- h. Vandalism or Malicious Mischief;
- i. Collision, upset or overturn of a transporting vehicle; which results in the release, discharge or dispersal of pollutants.

E. Definitions

- 1. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Form must be attached to Change Endorsement when issued after the policy is written.



Allianz Global Corporate & Specialty®

COMMERCIAL ARTICLES DECLARATIONS

AGCS Marine Insurance Company

Named Insured:	THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY C/O CALIFORNIA STATE UNIVERSITY CHANCELLORS OFFICE	Policy Number:	MXI98308874
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Producer or Agent Name:	AMWINS ACCESS	Effective Date:	07/01/2022
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PREMIUM FOR THIS COVERAGE FORM \$ _____

LIMITS OF INSURANCE

	Limit Of Insurance
A. Cameras, projection machines, films and related equipment and accessories	
Description of Property	
Per schedule on file from 2022	\$ _____
Total	\$ 377,018
B. Musical instruments and related equipment and accessories	
Description of Property	
Per schedule on file from 2022	\$ _____
Total	\$ 5,713,695

DEDUCTIBLE

The Deductible amount is \$500 unless otherwise stated.	\$ 1,000
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COINSURANCE

For covered items that are not individually listed and described, the Coinsurance percentage is 100% unless otherwise stated.	0 %
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RATE AND PREMIUM

	Rate	Premium
A. Cameras, projection machines, films and related equipment and accessories	As per Endorsement 003	\$ Included

B. Musical instruments and related equipment and accessories

As per
Endorsement 003

\$ Included

SPECIAL PROVISIONS (if any)

This Form must be attached to a Change Endorsement when issued after the policy is written.



Secretary



President



Allianz Global Corporate & Specialty®

AGCS Marine Insurance Company

**POLICYHOLDER NOTICE –
UNITED STATES DEPARTMENT OF TREASURY
OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”)**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by The United States Department of Treasury Office of Foreign Assets Control (OFAC)

The United States Department of Treasury Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of “national emergency”. OFAC has identified and listed numerous:

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

as “Specially Designated Nationals and Blocked Persons”. This list can be located on the United States Treasury’s website – <http://www.treas.gov/ofac>.

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

COMMERCIAL ARTICLES COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this coverage form, means:

- a. Cameras, projection machines, films and related equipment and accessories;
- b. Musical instruments and related equipment and accessories; and
- c. Similar property of others that is in your care, custody or control.

2. Property Not Covered

Covered Property does not include contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs a. through c.

- a. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this coverage form, if such collapse is caused by one or more of the following:
 - (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (a) A cause of loss listed in Paragraph (1) or (2);
 - (b) One or more of the following causes of loss: Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this coverage form;
 - (c) Weight of people or personal property; or
 - (d) Weight of rain that collects on a roof.
- c. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this coverage form.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest or criminal act committed by:

(1) You, any of your partners, employees, directors, trustees, or authorized representatives;

(2) A manager or a member if you are a limited liability company;

(3) Anyone else with an interest in the property, or their employees or authorized representatives; or

(4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

d. Unauthorized instructions to transfer property to any person or to any place.

e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
- of part or all of any property wherever located.
- d. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).

This Exclusion, **d.**, does not apply to the extent that coverage is provided under the Additional Coverage – Collapse or to collapse caused by one or more of the following: Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.
 - e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

We cover property wherever located.

2. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies to all items that are covered but not individually listed and described.

We will not pay the full amount of any loss if the value of Covered Property, except property in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- a. Multiply the value of Covered Property, except property in transit, at the time of loss by the Coinsurance percentage;
- b. Divide the Limit of Insurance of the property by the figure determined in Step a.;
- c. Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step b.; and
- d. Subtract the deductible from the figure determined in Step c.

We will pay the amount determined in Step d. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

3. Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to 30 days, but not beyond the end of the policy period. The most we will pay for loss or damage is the lesser of:

- a.** 25% of the total Limit of Insurance shown in the Declarations for that type of property; or
- b.** \$10,000.

You will report such property within 30 days from the date acquired and will pay any additional premium due. If you do not report such property, coverage will cease automatically 30 days after the date the property is acquired or at the end of the policy period, whichever occurs first.

Allianz Global Risks US Insurance Company

Privacy and Security Statement

Protecting you from loss is important to Allianz Global Risks US. Just as important to us is protecting your personal information. Our pledge to protect your privacy is reflected in our Privacy and Security Statement, which outlines our principles for collecting, using and protecting your personal information.

Our Privacy and Security Statement applies to all of the companies within the Allianz Global Risks US family of companies. In most cases, these companies use the same processing systems and employees to maintain your insurance coverage. The law allows us to share personal information among our insurance companies. The law does not allow customers to prevent these disclosures. A list of our companies can be found at the end of this notice.

Allianz Global Risks US does not sell your personal information to anyone. We do not share your personal information with anyone for their own marketing purposes. For this reason, your consent or an "opt-in" is not required. We also do not share your personal information with any of our affiliated companies outside of the Allianz Global Risks US family of insurance companies for their own marketing purposes.

Personal Information about You Allianz Global Risks US collects

We collect personal information about you that is necessary to process the insurance transactions you request. We limit the amount of personal information collected to what we feel is needed to maintain your account. We may collect your personal information from the following sources:

- From you, either directly or through your broker. This may include information on your insurance application or other forms you may complete.
- From others, through the process of handling a claim. This may include information from medical or accident reports.
- From your relationship with us. Such as the number of years you have been a customer or the types of insurance products you purchased.
- From a consumer reporting agency. Such as a credit or motor vehicle report. The information in these reports may be kept by the consumer reporting agency and shared with others.

If you visit one of our websites, we may use "cookies" (small text files sent from our site to your hard drive). These cookies help us to recognize repeat visitors and allow easy access to and use of the site. We do not use cookies to gather personal information. The cookies only enable you to use our website more easily.

Personal Information about You Allianz Global Risks US Shares

We do not share personal information about current or former customers to anyone, except as "allowed by law." "Allowed by law" means that we may share your personal information, such as your name, address and policy information, as follows:

- To consumer reporting agencies to obtain a credit report or motor vehicle report. These reports are used to determine eligibility for coverage or to process your requested transactions.
- To your insurance broker so that they can perform services for you.
- To medical professionals in order to process your claim.
- To a state Department of Insurance in order to examine our records or business practices.
- To state or federal law enforcement agency, as required by law or to report suspected fraud activities.
- To research groups to conduct studies on claims results. No individual is identified in any study or report.

We advise the vendors with whom we legally share your personal information, of our privacy policy. We make every effort to use vendors whose privacy policy reflects our own.

Allianz Global Risks US's Policies and Practices Regarding Security of Personal Information

Allianz Global Risks US uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to those employees who need the information to service your policy. Allianz Global Risks US works hard to ensure that our websites are secure. We use state of the art technology to protect the personal information that may be shared over these sites.

Allianz Global Risks US Insurance Company

Privacy and Security Statement

Your Rights Regarding Your Personal Information

You have a number of rights with respect to your personal information. You have the right to make a request:

- To access your personal information. Once we verify your request, we will deliver a copy of your personal information to you by mail or electronically. If provided electronically, it will be in a readily useable format (to the extent that possible to do so). The information will be provided to you free of charge.
- For us to delete your personal information. We will review your request and delete your personal information unless it is necessary for us to maintain it (e.g., in order to complete a transaction or to comply with a legal or regulatory requirement). If we are unable to delete it, we will let you know why.
- For us to provide the types and specific pieces of personal information we collect about you, the types of sources from which the personal information is collected, and the business purpose for collecting the personal information.

If you wish to make any of the above requests regarding your personal information, please contact us by email at privacyrequests@agcs.allianz.com or using the toll-free number 800-807-8810. Be prepared to provide your full name, address and policy or claim number(s). We may require additional information to verify your identity in order to protect you and your personal data.

We will respond to your request within 30 working days. Please be aware that you will not be given access to your information collected or in connection with a claim, or a civil or criminal proceeding. If medical information is contained in your file, we may request that you name a medical professional to whom we will send the information.

If you believe any of your information is incorrect, you can notify us in writing. We will let you know if our review has resulted in a correction of your information. If we do not make a correction, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make, or your statement, to anyone we shared your information with over the past two years. And to anyone who may receive your information from us in the future.

No Discrimination

We will not discriminate against you if you choose to exercise one of your rights. We will not:

- Deny goods or services
- Charge different prices or rates for goods or services
- Provide a different level or quality of goods or services
- Suggest that you will receive a different price or rate or a different level or quality of goods or services

Notification of Change

Your trust is one of our most important assets. If we revise our privacy practices in the future, we will notify you prior to introducing any changes. A summary of our Privacy Policy, along with instructions for reviewing or making other requests regarding your personal information, is displayed on our website (<https://www.agcs.allianz.com/global-offices/united-states/>).

For More Information or if You have Questions

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may email us at nacorpcompliance@agcs.allianz.com or you can write to us at:

Allianz Global Risks US
Corporate Compliance Department
225 W. Washington Street, Suite 1800
Chicago, IL 60606

Allianz Global Risks US Insurance Company

Privacy and Security Statement

Allianz Global Risks US's Family of Companies

The following lists the companies Allianz Global Risks US uses to issue insurance policies nationwide:

AGCS Marine Insurance Company
Allianz Global Risks US Insurance Company
Allianz Underwriters Insurance Company
American Automobile Insurance Company
Associated Indemnity Corporation
Chicago Insurance Company
Fireman's Fund Insurance Company
Fireman's Fund Indemnity Corporation
Interstate Fire & Casualty Company
National Surety Corporation
The American Insurance Company

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