C *93*07/19/10*IMP6091599-28 AGENTS COPY
0312277 GREAT AMER'^AN INSURANCE CO

GREAT AMERICAN. INSURANCE GROUP

Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

IL 70 01 (Ed. 02 89)

Policy No. IMP 6-09-15-99 - 28
Renewal Of IMP 6-09-15-99 - 27

BUSINESSPRO POLICY COMMON DECLARATIONS

NAMED INSURED AND ADDRESS:
CITY OF FORT WAYNE
1 MAIN STREET
FORT WAYNE, IN
46802

POLICY PERIOD:
12:01 A.M. Standard Time at the address of the Named Insured shown at left.
From: 07/14/10 To: 07/14/11

N RETURN FOR PAYMENT OF THE PREMIUM, ND SUBJECT TO ALL TERMS OF THIS OLICY, WE AGREE WITH YOU TO PROVIDE HE INSURANCE AS STATED IN THIS OLICY.

AGENT'S NAME AND ADDRESS:
WELLS FARGO INS SVCS USA INC
PO BOX 885
FORT WAYNE IN 46801

Insurance is afforded by company indicated below:

GREAT AMERICAN INSURANCE COMPANY

(A capital stock corporation)

USINESS DESCRIPTION MUNICIPALITY

' policy consists of the following Coverage a s for which a premium is indicated. This remium may be subject to adjustment

	Premium
Commercial Property	$
Commercial General Liability	$
Commercial Crime	$
Commercial Inland Marine	$ 55,000.
Commercial Boiler and Machinery	$
Commercial Auto	$
Commercial Umbrella	$
TERRORISM COVERAGE	550.
TOTAL	$ 55,550.

remium shown is payable: $ 55,550. at inception;
$

ORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this olicy at time of issue are listed on the attached Forms and Endorsements dule IL 88 01 (11/85).

DUPLICATE ORIGINAL

ountersigned 2/28/11 By Wells Fargo Insurance Services USA, Inc.
Date Authorized Representative

BUSINESSPRO (Reg. U.S. Pat. Off.)

GREAT AMERICAN. INSURANCE GROUP
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IL 88 01 (Ed. 11 85)

BUSINESSPRO FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		ST	Date Added* or Date Deleted	Form Description	
1.	CM7600	09/00	IN		INLAND MARINE COVERAGE PART DEC	
2.	IL0017	11/98	IN		COMMON POLICY CONDITIONS	
3.	IL0935	07/02	IN		EXCL CRTN COMPTR RELATED LOSS	
4.	IL0156	09/07	IN		IN CHANGES - CONCEAL/MISREP/FRAUD	
5.	IL0272	09/07	IN		IN CHANGES-CANCELLATION/NONRENEWAL	
6.	IL0985	01/08	IN		DISCLOS PURSUANT TERR RISK INS ACT	
7.	IL0986	03/08	IN		EXCL CERT ACTS/OTHER ACTS NUC/BIO	
8.	IL7171	02/08	IN		IN CHGS - POLTN EXCL ENDT	
9.	IL7268	04/08	IN		IN WITNESS CLAUSE	GEN
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22.						

*If not at inception

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CM 88 01 (Ed. 11 85)

BUSINESSPRO FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		ST	Date Added* or Date Deleted	Form Description
1.	CM0001	09/04	IN		COMMERCIAL INLAND MARINE CONDITIONS
2.	CM7650	11/85	IN		WAR,NUC HAZ/GOVERN ACT EXCL ENDT
3.	CM8802	11/85	IN		GENERAL ENDORSEMENT
4.	CM7791	05/94	IN		LOSS PAYABLE PROVISIONS
5.	CM7879	09/05	IN		ADDITIONAL INSURED ENDORSEMENT
6.	CM0139	09/00	IN		IN CHANGES - RIGHTS OF RECOVERY
7.					
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*If not at inception

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0312277 GREAT AMERI^AN INSURANCE CO

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CM 76 00
(Ed. 09 00)

Policy No. IMP 6-09-15-99 - 28

BUSINESSPRO INLAND MARINE COVERAGE PART
DECLARATIONS PAGE

IAMED INSURED: CITY OF FORT WAYNE	POLICY PERIOD: 07/14/10 to 07/14/11

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

ESCRIPTION OF BUSINESS:
MUNICIPALITY

REMIUM:

Premium for this Coverage Part: $ 55,000.

Premium shown is payable: $ at inception;
$PER IL7001

ORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this olicy at time of issue are listed on the attached Forms and Endorsements Schedule I 3 01 (11/85).

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CM 77 91
(Ed. 05 94)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

SCHEDULE

Description of Property	Loss Payee (Name & Address)		
AS THEIR INTEREST MAY APPEAR	BLANKET LOSS PAYEE COVERAGE FOR ALL LOSS PAYEES AND ADDITIONAL INSUREDS WHICH	(X)	Loss Payable
	ARE ON FILE WITH THE PRODUCER ACORDIA INSURANCE AGENCY- FT. WAYNE, IN	( )	Lender's Loss Payable
		( )	Contract of Sale

The following is added to the **Loss Payment** Loss Condition, as indicated by an " X " in the Schedule above:

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. adjust losses with you; and

2. pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- OR -

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgageholder or trustee), whose interest in that Covered Property is established by such written instruments as:

   a. warehouse receipts;

   b. a contract for deed;

   c. bills of lading;

   d. financing statements; or

   e. mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

   a. we will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

(1) pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) the Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) the Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

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

4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

- OR -

C. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. adjust losses with you; and

b. pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the **Other Insurance** Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

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CM 78 79
(Ed. 09 05)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies coverage provided by the:

COMMERCIAL INLAND MARINE COVERAGE PART

I. Additional Insured

The following is added as an Additional Insured under this policy:

Name and Address:

BLANKET AS PER SCHEDULE OF ADDITIONAL INSURED'S ON FILE WITH THE AGENT

II. Loss Adjustment and Loss Payment

With respect to "loss" to Covered Property in which both you and the additional insured shown above have an insurable interest, we will:

a. adjust claim for "loss" with you; and

b. pay any "loss" to you and to the additional insured, as interest may appear.

All other terms remain unchanged.

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GREAT AMERICAN INSURANCE GROUP

CM 88 02 (Ed. 11 85)

BUSINESSPRO GENERAL ENDORSEMENT

NAMED INSURED:

CITY OF FORT WAYNE INCLUDING ALL DEPARTMENTS, AUTHORITIES, COMMISSIONS AND RELATED ORGANIZATIONS AND ENITIES.

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Cincinnati, Ohio 45202
Tel: 1-513-369-5000

CM 88 02 (Ed. 11 85)

BUSINESSPRO GENERAL ENDORSEMENT

ADDITIONAL INSUREDS
- - - - - - - - - - - - - - - - - - -

THE FOLLOWING NAMED ENTITIES SHALL BE ADDITIONAL NAMED INSUREDS, AS THEIR INTEREST MAY APPEAR, WITH RESPECT TO AUTOMOBILE UNITS LEASED TO THE NAMED INSURED:

MARQUETTE LEASE SERVICES, INC.
AMERICAN INTERNATIONAL LEASING
JIM KELLEY LEASING, INC.
NORTHSIDE HEFNERS LEASING CORPORATION
DAVIS AUTO COMPANY, INC.
POINSATTE MOTORS, INC.
POINSATTE AUTO CO., INC.
POINSATTE LEASING, INC.

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CM 88 02 (Ed. 11 85)

BUSINESSPRO GENERAL ENDORSEMENT

BUSINESSPRO EQUIPMENT DECLARATIONS PAGE

PREMIUM FOR THIS COVERAGE FORM: $55,000.

LIMITS OF INSURANCE:

THE MOST WE WILL PAY IS $ 5,000,000. IN ANY ONE "LOSS", BUT NOT MORE THAN THE LIMIT OF LIABILITY SHOWN OPPOSITE EACH ITEM DESCRIBED BELOW OR IN THE SCHEDULE ATTACHED.

SCHEDULE OF COVERED PROPERTY

ITEM NO.	DESCRIPTION	LIMIT OF INCURANCE
1.	BLANKET COVERAGE ON GASOLINE, ELECTRIC, DIESEL AND HYBRID POWERED VEHICLES OWNED AND OPERATED BY YOU, * INCLUDING PERMANENTLY ATTACHED EQUIPMENT AS PER THE SCHEDULE OF EQUIPMENT ON FILE WITH THE GREAT AMERICAN INSURANCE COMPANY DATED 5/11/10.	$ 5,000,000.

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BUSINESSPRO GENERAL ENDORSEMENT

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.

A. COVERAGE

WE WILL PAY FOR "LOSS" TO COVERED PROPERTY FROM ANY OF THE COVERED CAUSES OF LOSS;

1. COVERED PROPERTY, AS USED IN THIS COVERAGE FORM, MEANS SCHEDULED ARTICLES DESCRIBED IN THE DECLARATIONS.

2. PROPERTY NOT COVERED

   COVERED PROPERTY DOES NOT MEAN:

   A. ACCOUNTS, BILLS, EVIDENCES OF DEBT, MONEY, NOTES, SECURITIES, VALUABLE PAPERS, OR OTHER DOCUMENTS;

   B. AIRCRAFT, WATERCRAFT; OR ANTIQUE FIRE EQUIPMENT.

   C. BULLION, GOLD, SILVER, PLATINUM OR OTHER PRECIOUS ALLOYS OR METALS, JEWELRY, WATCHES, PRECIOUS OR SEMI-PRECIOUS STONES, FURS, OR FINE ARTS;

   D. ANIMALS, BIRDS, FISH, INSECTS AND PLANTS;

   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" TO COVERED PROPERTY EXCEPT THOSE CAUSES OF "LOSS" LISTED IN THE EXCLUSIONS.

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BUSINESSPRO GENERAL ENDORSEMENT

4. COVERAGE EXTENSIONS

THE COINSURANCE PROVISION IN THIS POLICY DOES NOT APPLY TO THE FOLLOWING EXTENSIONS OF COVERAGE:

A. ADDITIONALLY ACQUIRED PROPERTY

WE WILL INSURE ADDITIONAL ITEMS SIMILAR TO THOSE SCHEDULED, INCLUDING EQUIPMENT WHICH YOU BUY OR LEASE "LONG TERM", BUT NOT BEYOND:
(1) 90 DAYS FROM THE TIME WHICH YOU ACQUIRE THE EQUIPMENT; OR
(2) THE END OF THE POLICY PERIOD; WHICHEVER OCCURS FIRST;
THE MOST WE WILL PAY IN A "LOSS" UNDER THIS COVERAGE EXTENSION IS THE LESSER OF:

(1) 25% OF THE POLICY LOSS LIMIT; OR
(2) $100,000.

YOU MUST REPORT THESE ITEMS TO US WITHIN NINETY (90) DAYS AFTER YOU OBTAIN THEM. PREMIUM WILL BE CHARGED FROM THE DATE OF ACQUISITION, IF YOU FAIL TO REPORT NEW ITEMS WITHIN THE NINETY (90) DAY PERIOD, COVERAGE WILL END AUTOMATICALLY AT THE EARLIER OF:

(1) 90 DAYS AFTER THE DATE YOU ACQUIRE THE PROPERTY; OR
(2) THE END OF THE POLICY PERIOD.

B. EXCLUSIONS

1. WE WILL NOT PAY FOR A "LOSS" CAUSED DIRECTLY OR INDIRECTLY BY ANY OF THE FOLLOWING, SUCH "LOSS" 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 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.

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BUSINESSPRO GENERAL ENDORSEMENT

NUCLEAR HAZARD

(1) ANY WEAPON EMPLOYING ATOMIC FISSION OR FUSION, OR
(2) NUCLEAR REACTION OR RADIATION, OR RADIOACTIVE CONTAMINATION FROM ANY OTHER CAUSE, BUT WE WILL PAY FOR DIRECT "LOSS" CAUSED BY RESULTING 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 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.

2. WE WILL NOT PAY FOR A "LOSS" CAUSED BY OR RESULTING FROM ANY OF THE FOLLOWING:

A. DELAY, LOSS OF USE, LOSS OF MARKET OR ANY OTHER CONSEQUENTIAL LOSS.

B. DISHONEST ACTS BY:

(1) YOU, OFFICERS, TRUSTEES, YOUR EMPLOYEES OR AUTHORIZED REPRESENTATIVES;
(2) ANYONE ELSE WITH AN INTEREST IN THE PROPERTY, OR THEIR EMPLOYEES OR AUTHORIZED REPRESENTATIVES;
(3) ANYONE ELSE (OTHER THAN A CARRIER FOR HIRE) TO WHOM YOU ENTRUST THE PROPERTY.

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.

C. UNEXPLAINED LOSS, MYSTERIOUS DISAPPEARANCE OR SHORTAGE FOUND UPON TAKING INVENTORY.

D. ARTIFICIALLY GENERATED CURRENT CREATING A SHORT CIRCUIT OR OTHER ELECTRIC DISTURBANCE WITHIN COVERED PROPERTY, BUT, WE WILL PAY FOR "LOSS" CAUSED BY RESULTING FIRE OR EXPLOSION.

3. WE WILL NOT PAY FOR A "LOSS" CAUSED BY OR RESULTING FROM ANY OF THE FOLLOWING. BUT IF "LOSS" BY A COVERED CAUSE OF LOSS RESULTS, WE WILL PAY FOR THAT RESULTING "LOSS".

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BUSINESSPRO GENERAL ENDORSEMENT

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".

B. GRADUAL DETERIORATION, HIDDEN OR LATENT DEFECTS, ANY QUALITY IN THE PROPERTY THAT CAUSES IT TO DAMAGE OR DESTROY ITSELF, WEAR AND TEAR, DEPRECIATION, CORROSION, RUST, DAMPNESS, COLD OR HEAT, INSECTS, VERMIN OR RODENTS.

C. MECHANICAL BREAKDOWN OR FAILURE, INCLUDING FAULTY CONSTRUCTION OR ERROR IN DESIGN OF COVERED PROPERTY.

C. LIMITS OF INSURANCE

THE MOST WE WILL PAY FOR "LOSS" IN ANY ONE OCCURRENCE IS THE APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS.

D. DEDUCTIBLE

WE WILL PAY THE AMOUNT OF THE ADJUSTED "LOSS" IN ANY ONE OCCURRENCE IN EXCESS OF A $25,000. DEDUCTIBLE, UP TO THE APPLICABLE LIMIT OF INSURANCE OF THE ITEM(S) LOST OR DAMAGED, PER SCHEDULE ON FILE WITH COMPANY.

E. ADDITIONAL CONDITIONS

THE FOLLOWING CONDITIONS APPLY IN ADDITION TO THE COMMERCIAL INLAND MARINE CONDITIONS AND COMMON POLICY CONDITIONS:

1. COINSURANCE -

THE COMPANY SHALL NOT BE LIABLE FOR A GREAT PROPORTION OF ANY LOSS OR DAMAGE TO THE PROPERTY COVERED HEREUNDER THAN THE AMOUNT IDENTIFIED AS - BASIS OF INSURANCE - BEARS TO 90% OF THE AGGREGATE VALUE - AS DETERMINED BY THE VALUATION CLAUSE CONTAINED IN THIS POLICY - OF SAID PROPERTY AT ALL PLACES WHERE COVERAGE IS AFFORDED HEREIN AT THE TIME SUCH LOSS SHALL OCCUR.

2. COVERAGE TERRITORY

WE COVER PROPERTY WITHIN:

A. THE STATES OF THE UNITED STATES (EXCLUDING ALASKA);
B. CANADA

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BUSINESSPRO GENERAL ENDORSEMENT

3. 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 IT'S CONDITION IMMEDIATELY BEFORE "LOSS"; OR
(3) THE COST OF REPLACING THAT PROPERTY WITH SUBSTANTIALLY IDENTICAL PROPERTY.

IN THE EVENT OF "LOSS", THE VALUE OF PROPERTY WILL BE DETERMINED AS OF THE TIME OF "LOSS".

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CM 88 02 (Ed. 11 85)

BUSINESSPRO GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE E. 1. ADDITIONAL CONDITIONS - COINSURANCE, IS HEREBY DELETED IN ITS ENTIRETY.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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CM 76 50
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BUSINESSPRO

WAR, NUCLEAR HAZARD AND GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT

This insurance will not pay for loss or damage caused directly or indirectly by any of the following:

1. WAR AND MILITARY ACTION

   a. War, including undeclared or civil war;

   b. 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

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

2. NUCLEAR HAZARD

   a. Any weapon employing atomic fission or fusion; or

   b. Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under the Coverage Form.

3. GOVERNMENTAL ACTION

   Seizure or destruction of property by order of governmental authority.

   But we will pay for 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 policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES - RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

Loss Condition **J. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** in the Commercial Inland Marine Conditions is replaced by the following:

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. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment 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.

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(Ed. 09 04)

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.

IL 00 17
(Ed. 11 98)

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.

IL 09 35
(Ed. 07 02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

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

1. The failure, malfunction or inadequacy of:

a. any of the following, whether belonging to any Insured or to others:

(1) computer hardware, including microprocessors;

(2) computer application software;

(3) computer operating systems and related software;

(4) computer networks;

(5) microprocessors (computer chips) not part of any computer system; or

(6) any other computerized or electronic equipment or components; or

b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:

1. in a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. under the Commercial Property Coverage Part:

a. in a "Specified Cause of Loss," or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or

b. in a Covered Cause of Loss under the Causes of Loss – Basic Form or the Causes of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss," elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

IL 01 56
(Ed. 09 07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation or Fraud

We will not pay for any loss or damage in any case of:

1. concealment or misrepresentation of a material fact; or

2. fraud;

committed by an insured at any time and relating to a claim under this Policy.

IL 02 72
(Ed. 09 07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA 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 LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation of Policies in Effect

a. 90 Days or Less

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

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

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

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

(a) there has been a substantial change in the scale of risk covered by this Policy;

(b) reinsurance of the risk associated with this Policy has been cancelled; or

(c) you have failed to comply with reasonable safety recommendations.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

1. If we elect not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

   a. the expiration date of this Policy, if the Policy is written for a term of one year or less; or

   b. the anniversary date of this Policy, if the Policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Terrorism Premium (Certified Acts) $ 550 .

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s): IMP 6-09-15-99 - 28

Additional information, if any, concerning the terrorism premium:

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

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

IL 09 86
(Ed. 03 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM; CAP ON COVERED CERTIFIED ACTS LOSSES

This endorsement modifies insurance provided under the following:

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

Schedule

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

State(s)	Coverage Form, Coverage Part or Policy
CA, ME, MO, OR, WI	COMMERCIAL INLAND MARINE, COMMERCIAL PROPERTY COVERAGE PART and SELECT BUSINESS POLICY
CT, GA, HI, IA, IL, MA, NC, NJ, NY, RI, VA, WA, WV	COMMERCIAL PROPERTY COVERAGE PART and SELECT BUSINESS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the Policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

Limited Exclusion of Certified Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism." Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to such act:

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

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

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

4. pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the terrorism was to release such material.

When this terrorism exclusion applies in accordance with the terms of paragraph **B.1.** or **B.2.**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Part or Policy.

C. **Exception Covering Certain Fire Losses**

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

If a "certified act of terrorism" excluded under paragraph **B.** results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to covered property. Therefore, for example, the coverage does not apply to insurance provided under **Business Income** and/or **Extra Expense Coverage Forms** or endorsements that apply to those coverage forms, or to the **Legal Liability Coverage Form** or the **Leasehold Interest Coverage Form**.

D. **Cap on Certified Terrorism Losses**

The following limitation applies to coverage for any one or more "certified acts of terrorism" that are not excluded by the terms of the exclusion in paragraph **B.** and to any loss or damage that is covered and to which the exception in paragraph **C.** applies:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This paragraph, **D.**, does not apply to insurance provided under the **Crime and Fidelity Coverage Part.**

E. **Application of Exclusions**

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the War and Military Action Exclusion.

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Cincinnati, Ohio 45202
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IL 71 71
(Ed. 02 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES - POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM PROPERTY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SELECT BUSINESS POLICY
STANDARD PROPERTY POLICY

Any exclusion, limitation or other provision relating to pollutants ("pollutants"), or any amendment to or replacement of such exclusions, limitations or other provisions, applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.

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IL 72 68
(Ed. 04 08)

In Witness Clause

This endorsement modifies insurance provided under the following:

AGRIPAK COVERAGE FORM
COMMERCIAL AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
CRIME AND FIDELITY COVERAGE FORM
EQUIPMENT BREAKDOWN COVERAGE FORM
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABLITY COVERAGE PART
SAFEPAK COVERAGE PART

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

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

Carl H. Lindner III

President

Kim Holley Horrell

Secretary

Administrative Offices:
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