

# **EXHIBIT 5**

# **PART 1**



*Customarq Series*

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Electronics Insurance Program

FOR

NETSCAPE COMMUNICATIONS CORPORATION  
(SEE NAMED INSURED ENDT.)

Producer.

ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
301 ISLAND PARKWAY  
BELMONT, CA 94002-4110

Chubb Servicing Office:

PLEASANTON  
HOPYARD CENTER  
5050 HOPYARD ROAD, SUITE 400  
PLEASANTON, CA 94588-3321



**Customarq Series  
Electronics Insurance Program**

*Premium Bill*

*Policy Period*            APRIL 30, 1998 TO APRIL 30, 1999  
*Effective Date*           APRIL 30, 1998  
*Policy Number*           3535-11-19  
*Insured*                    NETSCAPE COMMUNICATIONS CORPORATION  
                                       (SEE NAMED INSURED ENDT.)  
*Name of Company*        FEDERAL INSURANCE COMPANY  
*Date Issued*                SEPTEMBER 1, 1998

PLEASE SEND PAYMENT TO AGENT OR BROKER.

<i>Date Payment Due</i>	<i>Premium</i>
APRIL 30, 1998	\$ 52,903 03
JULY 30, 1998	\$ 52,901 25
OCTOBER 30, 1998	\$ 52,901 25
JANUARY 30, 1999	\$ 52,901 25
<b>TOTAL</b>	<b>\$ 211,606 78</b>

WHEN SENDING PAYMENT, PLEASE INDICATE POLICY NUMBER ON YOUR CHECK.

NOTE PLEASE RETURN THIS BILL WITH PAYMENT AND INCLUDE ANY ADDITIONAL CHARGES

TOTAL OF ADDITIONAL CHARGES ARE INCLUDED IN AND PAYABLE WITH THE FIRST PAYMENT DUE ABOVE

NYFF \$ 1 78

Producer  
 ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
 301 ISLAND PARKWAY  
 BELMONT, CA 94002-4110



## **Customarq Series Electronics Insurance Program**

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### **How To Report A Loss**

To assist you in reporting a loss, the following procedure has been set up to allow you to notify us.

#### **Loss Notification**

Should you have a loss, contact your agent/broker in writing or by telephone as soon as possible

Agent/Broker name    ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
Address                301 ISLAND PARKWAY  
                              BELMONT, CA 94002-4110  
  
Telephone No         415-598-0900

#### **Agent/Broker Unavailable**

If for any reason you are unable to reach your agent/broker, please contact our Claim department in writing or by telephone as soon as possible

Chubb                    FEDERAL INSURANCE COMPANY  
Address                HOPYARD CENTER  
                              5050 HOPYARD ROAD, SUITE 400  
                              PLEASANTON, CA 94588-3321  
  
Telephone No         (925)598-6000

If you are reporting a loss by telephone, you can contact us between the hours of 8:30 a.m. to 4:30 p.m. Monday - Friday

#### **Emergency**

If you are unable to contact your agent/broker or our office and it is an emergency situation, the following toll free number is available during non-business hours

Telephone No         1-800-252-4670



**Customarq Series  
Electronics Insurance Program**

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*Table Of Contents*

This Table Of Contents is provided to acquaint you with the overall organization of this policy

POLICY ORGANIZATION

Insuring Agreement

Premium Summary

Property Insurance Section

Property Schedule Of Forms & Declarations

Property Contracts \*

Common Property Conditions

Property Endorsements

Liability Insurance Section

Liability Schedule Of Forms & Declarations

Liability Contracts \*

Liability Endorsements

Common Policy Section

Common Policy Conditions

Common Policy Endorsements

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\* Note Each contract within a section has its own Table Of Contents to facilitate your use of them



**Customarq Series  
Electronics Insurance Program**

*Insuring Agreement*

**Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, NJ 07059**

*Named Insured and Mailing Address*

NETSCAPE COMMUNICATIONS CORPORATION  
(SEE NAMED INSURED ENDT.)  
501 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CA 94043

*Policy Number* 3535-11-19

*Effective Date* APRIL 30, 1998

*Issued by the stock insurance company  
indicated below, herein called the company.*

**FEDERAL INSURANCE  
COMPANY**

*Producer No* 0008279-99999

*Incorporated under the laws of  
INDIANA*

*Producer* ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
301 ISLAND PARKWAY  
BELMONT, CA 94002-4110

**Company and Policy Period**

Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12 01 AM standard time at the Named Insured's mailing address shown above

From APRIL 30, 1998 To APRIL 30, 1999

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts, Endorsements and Common Policy Conditions comprise this policy. If this policy is a renewal, we have only reissued to you those policy documents containing changes from your previous policy period coverages and any new additional coverages or policy provisions. All other policy documents continue in effect.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY (incorporated under the laws of Indiana)

President

Secretary

*Authorized Representative*



**Customarq Series  
Electronics Insurance Program**

**Premium Summary**

*Named Insured and Mailing Address*

NETSCAPE COMMUNICATIONS CORPORATION  
(SEE NAMED INSURED ENDT )  
501 E MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CA 94043

**Chubb Group of Insurance Companies**  
15 Mountain View Road  
Warren, NJ 07059

Policy Number 3535-11-19

Effective Date APRIL 30, 1998

Issued by the stock insurance company indicated below, herein called the company.

**FEDERAL INSURANCE  
COMPANY**

Producer No 0008279-99999

Incorporated under the laws of  
INDIANA

Producer ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
301 ISLAND PARKWAY  
BELMONT, CA 94002-4110

**Policy Period**

From APRIL 30, 1998 To APRIL 30, 1999  
12 01 A M standard time at the Named Insured s mailing address shown above.

**Premium Payment**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay

**Estimated Premiums**

Premiums shown in this summary with an asterisk(\*) are estimated premiums and are subject to audit.

For each audit period we will compute the earned premium for that period based on our audit. If as a result of our audit additional premiums are due, they are payable upon notice to the First Named Insured. If the premium paid is greater than the earned premium, we will return the excess to the first Named Insured. The audit period will be determined by the company and will be that period of time which we deem appropriate for adjustment of those policy premiums which are subject to audit. The first Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

Coverage	Rate	Premium	*
PROPERTY INSURANCE SECTION		\$ 105,601	
PERSONAL PROPERTY	053	\$ 41,023	*

Issue Date SEPTEMBER 1, 1998

continued

**Premium Summary**

(continued)

BUSINESS INCOME		\$ 44,526	
AUDITORS FEES		\$ 365	
LOSS OF UTILITIES		\$ 1,927	
RESEARCH AND DEVELOPMENT PROPERTY		\$ 149	
VALUABLE PAPERS		\$ 233	
BUILDING UNDER CONSTRUCTION		\$ 5,910	
EDP AT ANY OTHER LOCATION		\$ 856	
MACHINERY BREAKDOWN		\$ 5,095	
PERSONAL PROPERTY IN TRANSIT		\$ 638	
PERSONAL PROPERTY ANY OTHER LOCATION		\$ 1,681	
BUSINESS INCOME ANY OTHER LOCATION		\$ 1,939	
PERSONAL PROPERTY EXHIBITION, FAIR OR TRADE SHOW		\$ 1,259	
<b>LIABILITY INSURANCE SECTION</b>		<b>\$ 98,748</b>	*
GENERAL LIABILITY		\$ 34,942	*
PREMISES/OPERATIONS	05	\$ 24,245	*
PRODUCTS/COMPLETED OPERATIONS	019	\$ 9,197	*
EMPLOYEE BENEFITS ERRORS OR OMISSIONS		\$ 300	
COMPUTER SOFTWARE AND SERVICES ERRORS OR OMISSIONS	.085	\$ 63,506	*
STOP GAP		\$ 1,500	
<b>INTERNATIONAL INSURANCE SECTION</b>		<b>\$ 7,256</b>	
<b>TOTAL</b>		<b>\$ 211,605</b>	

**Payment Plan**

This policy premium is being billed as follows. The amounts shown are due and payable as of the dates shown below.

<u>Date Payment Due</u>	<u>Amount Due</u>
APRIL 30, 1998	\$ 52,903 03
JULY 30, 1998	\$ 52,901 25
OCTOBER 30, 1998	\$ 52,901 25

Issue Date SEPTEMBER 1, 1998

continued





**Customarq Series  
Electronics Insurance Program**

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*Premium Summary*

*Effective Date* APRIL 30, 1998

*Policy Number* 3535-11-19

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**Premium Summary**

(continued)

JANUARY 30, 1999

\$ 52,901.25

TOTAL OF ADDITIONAL CHARGES ARE INCLUDED IN AND PAYABLE WITH THE FIRST PAYMENT  
DUE ABOVE

NYFF

\$ 1.78

**Property Insurance Section**

**Declarations**

2006/02/24 10:00 AM



## Property Insurance

### Schedule of Forms

*Policy Period* APRIL 30, 1998 TO APRIL 30, 1999  
*Effective Date* APRIL 30, 1998  
*Policy Number* 3535-11-19  
*Insured* NETSCAPE COMMUNICATIONS CORPORATION  
 (SEE NAMED INSURED ENDT)  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* SEPTEMBER 1, 1998

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-0005	4-94	PROPERTY DECLARATIONS	04/30/98	09/01/98
80-02-0006	4-94	PROPERTY SUPPLEMENTARY DECLARATIONS	04/30/98	09/01/98
80-02-0007	4-94	PROPERTY SUPPLEMENTARY DECLARATIONS - BI	04/30/98	09/01/98
80-02-1000	4-94	BUILDING AND PERSONAL PROPERTY	04/30/98	09/01/98
80-02-1002	4-94	BUILDING UNDER CONSTRUCTION	04/30/98	09/01/98
80-02-1004	4-94	BUSINESS INCOME (WITH EXTRA EXPENSE)	04/30/98	09/01/98
80-02-1016	4-94	ACCOUNTS RECEIVABLE	04/30/98	09/01/98
80-02-1017	4-94	ELECTRONIC DATA PROCESSING PROPERTY	04/30/98	09/01/98
80-02-1018	4-94	EXTRA EXPENSE	04/30/98	09/01/98
80-02-1019	4-94	FINE ARTS	04/30/98	09/01/98
80-02-1020	4-94	MONEY AND SECURITIES	04/30/98	09/01/98
80-02-1021	4-94	PERSONAL PROPERTY IN TRANSIT	04/30/98	09/01/98
80-02-1022	4-94	RESEARCH AND DEVELOPMENT PROPERTY	04/30/98	09/01/98
80-02-1023	4-94	VALUABLE PAPERS	04/30/98	09/01/98
80-02-1024	4-94	COMMON PROPERTY CONDITIONS	04/30/98	09/01/98
80-02-1342	4-94	AOL WORLDWIDE DEFINITION	04/30/98	09/01/98
80-02-1344	4-94	LENDERS/LOSS PAYEE CONDITION ADDED	04/30/98	09/01/98
80-02-1355	4-94	EARTHQUAKE SPRINKLER LEAKAGE-DEDUCTIBLE(CA)	04/30/98	09/01/98
80-02-1359	4-95	SPECIAL PROPERTY AND BUSINESS INC. DEDUCTIBLE	04/30/98	09/01/98
80-02-1501	4-94	AMENDED PROPERTY CONDITIONS - INTERNATIONAL	04/30/98	09/01/98
80-02-1503	4-94	DIC/EXCESS - INTERNATIONAL	04/30/98	09/01/98
80-02-1512	4-94	EXTENDED BI/GP/EE TERRITORY - INTERNATIONAL	04/30/98	09/01/98
80-02-1513	4-94	DUAL TRIGGER BI/GP - INTERNATIONAL	04/30/98	09/01/98
80-02-1517	4-94	AMENDED IM TERRITORY - INTERNATIONAL	04/30/98	09/01/98

last page



**Property Insurance**

**Declarations**

**Chubb Group of Insurance Companies**  
**15 Mountain View Road**  
**Warren, NJ 07059**

*Named Insured and Mailing Address*

NETSCAPE COMMUNICATIONS CORPORATION  
(SEE NAMED INSURED ENDT )  
501 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CA 94043

*Policy Number* 3535-11-19

*Effective Date* APRIL 30, 1998

*Issued by the stock insurance company indicated below, herein called the company*

**FEDERAL INSURANCE COMPANY**

*Producer No.* 0008279-99999

*Incorporated under the laws of*  
**INDIANA**

*Producer* ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
301 ISLAND PARKWAY  
BELMONT, CA 94002-4110

**Policy Period**

From. APRIL 30, 1998 To APRIL 30, 1999  
12.01 A.M. standard time at the Named Insured's mailing address shown above

The following displays the premises covered under this insurance.

**Premises Summary**

- PREMISES #1 685 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CALIFORNIA 94043  
LOSS PAYEE AS PER SCHEDULE ON FILE WITH COMPANY
- PREMISES #2 685 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CALIFORNIA 94043
- PREMISES #3 575 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CALIFORNIA 94043

**Premises Summary**  
(continued)

PREMISES #4	501 E. MIDDLEFIELD ROAD MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #5	487 E. MIDDLEFIELD ROAD MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #6	455 E. MIDDLEFIELD ROAD MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #7	415 E. MIDDLEFIELD ROAD MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #8	1295 CHARLESTON ROAD MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #9	300 FREGUSON MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #10	475 ELLIS STREET MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #11	501 ELLIS MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #12	555 ELLIS MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #13	626 WEST CALIFORNIA SUNNYVALE, CALIFORNIA 94086
PREMISES #14	645 ALMANOR MOUNTAIN VIEW, CALIFORNIA 94043
PREMISES #15	555 W. MIDDLEFIELD ROAD, UNIT S-208 MOUNTAIN VIEW, CALIFORNIA 94043



**Property Insurance**

*Declarations*

Effective Date            APRIL 30, 1998

Policy Number            3535-11-19

**Premises Summary**  
(continued)

PREMISES #16            490 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CALIFORNIA 94043

PREMISES #17            401 ELLIS  
MOUNTAIN VIEW, CALIFORNIA 94043

PREMISES #18            464 ELLIS, #S 20, 21, 22  
MOUNTAIN VIEW, CALIFORNIA 94043

PREMISES #19            ELLIS  
MOUNTAIN VIEW, CALIFORNIA 94043

PREMISES #20            6701 DEMOCRACY BLVD, SUITE 300  
BETHESDA, MARYLAND 20817

PREMISES #21            599 LEXINGTON AVENUE, #2300  
NEW YORK, NEW YORK 10022

PREMISES #22            NETSCAPE COMMUNICATIONS AUSTRALIA PTY LTD  
28 CLARENDEN STREET  
SOUTH MELBOURNE, AUSTRALIA

PREMISES #23            NETSCAPE COMMUNICATIONS AUSTRALIA OTD LTD  
LEVEL 20, 99 WALKER STREET  
NORTH SIDNEY, VICTORIA, AUSTRALIA

**Premises Summary**  
(continued)

PREMISES #24 NETSCAPE COMMUNICATIONS SA  
CNIT - B P 240,2  
PLACE DE LA DEENSE  
92053 PARIS-LA DEFENSE

PREMISES #25 NETSCAPE COMMUNICATIONS GMBH  
AIRPORT OFFICE MUNICH  
AM SOLDNERMOOS 8,  
84398 HALLBERGMOOS GERMANY

PREMISES #26 NETSCAPE COMMUNICATIONS LIMITED  
ROOM 3201-3, NAT WEST TOWER  
TIMES SQUARE, 1 MATHESON ST  
CAUSEWAY, BAY HONG KONG

PREMISES #27 NETSCAPE COMMUNICATIONS LTD.  
D.1. SHANNON INDUSTRIAL ESTATE  
CO CLARE, IRELAND

PREMISES #28 NETSCAPE COMMUNICATIONS LTD.  
CITY WEST BUSINESS PARK  
SAGGART, CO DUBLIN, IRELAND

PREMISES #29 NETSCAPE COMMUNICATIONS JAPAN LTD  
TOKYO OPERA CITY TOWER 29F  
3-20-2 NISHI SHINJUKU  
SHINJUKU-KU, TOKYO 163-14

PREMISES #30 NETSCAPE COMMUNICATIONS UK LTD  
STATUS PARK, STATUS 4,  
NOBEL DRIVE, HAYES  
MIDDLESEX UB3 5EY UNITED KINGDOM

PREMISES IN TRANSIT  
PREMISES ANY OTHER LOCATION  
PREMISES EXHIBITION, FAIR OR TRADE SHOW



**Property Insurance**

*Declarations*

**Chubb Group of Insurance Companies**  
15 Mountain View Road  
Warren, NJ 07059

*Named Insured and Mailing Address*

NETSCAPE COMMUNICATIONS CORPORATION  
(SEE NAMED INSURED ENDT )  
501 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CA 94043

*Policy Number* 3535-11-19

*Effective Date* APRIL 30, 1998

*Issued by the stock insurance company indicated below, herein called the company*

**FEDERAL INSURANCE COMPANY**

*Producer No* 0008279-99999

*Incorporated under the laws of INDIANA*

*Producer* ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
301 ISLAND PARKWAY  
BELMONT, CA 94002-4110

**Policy Period**

From: APRIL 30, 1998 To: APRIL 30, 1999  
12:01 A.M standard time at the Named Insured's mailing address shown above

**Deductible \$ 5,000**

The deductible shown above applies to all coverages, except Business Income and Extra Expense, and all premises shown in this and all other property declarations, unless a specific deductible is shown following a coverage

The following displays the coverages provided at the premises stated below

- PREMISES #1 685 E MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CALIFORNIA 94043  
Buildings Included: 1
- PREMISES #2 685 E MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CALIFORNIA 94043  
Buildings Included: 1
- PREMISES #3 575 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CALIFORNIA 94043  
Buildings Included: 1
- PREMISES #4 501 E MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CALIFORNIA 94043



**Premises Coverages***(continued)*

	Buildings Included: 1
PREMISES #5	487 E. MIDDLEFIELD ROAD MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #6	455 E. MIDDLEFIELD ROAD MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #7	415 E. MIDDLEFIELD ROAD MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #8	1295 CHARLESTON ROAD MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #9	300 FREGUSON MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #10	475 ELLIS STREET MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #11	501 ELLIS MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #12	555 ELLIS MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #13	626 WEST CALIFORNIA SUNNYVALE, CALIFORNIA 94086 Buildings Included: 1
PREMISES #14	645 ALMANOR MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #15	555 W. MIDDLEFIELD ROAD, UNIT S-208 MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #17	401 ELLIS MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #18	464 ELLIS, #S 20, 21, 22 MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #19	ELLIS MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1



**Property Insurance**

*Declarations*

*Effective Date* APRIL 30, 1998

*Policy Number* 3535-11-19

**Premises Coverages**  
(continued)

- PREMISES #20** 6701 DEMOCRACY BLVD , SUITE 300  
BETHESDA, MARYLAND 20817  
Buildings Included 1
- PREMISES #21** 599 LEXINGTON AVENUE, #2300  
NEW YORK, NEW YORK 10022  
Buildings Included 1
- PREMISES #22** NETSCAPE COMMUNICATIONS AUSTRALIA PTY LTD  
28 CLARENDEN STREET  
SOUTH MELBOURNE, AUSTRALIA  
Buildings Included: 1
- PREMISES #23** NETSCAPE COMMUNICATIONS AUSTRALIA OTD LTD  
LEVEL 20, 99 WALKER STREET  
NORTH SIDNEY, VICTORIA, AUSTRALIA  
Buildings Included. 1
- PREMISES #24** NETSCAPE COMMUNICATIONS SA  
CNIT - B.P 240,2  
PLACE DE LA DEENSE  
92053 PARIS-LA DEFENSE  
Buildings Included: 1
- PREMISES #25** NETSCAPE COMMUNICATIONS GMBH  
AIRPORT OFFICE MUNICH  
AM SOLDNERMOOS 8,  
84398 HALLBERGMOOS GERMANY  
Buildings Included 1
- PREMISES #26** NETSCAPE COMMUNICATIONS LIMITED  
ROOM 3201-3, NAT WEST TOWER  
TIMES SQUARE, 1 MATHESON ST  
CAUSEWAY BAY HONG KONG  
Buildings Included 1
- PREMISES #27** NETSCAPE COMMUNICATIONS LTD  
D 1 SHANNON INDUSTRIAL ESTATE  
CO CLARE, IRELAND  
Buildings Included. 1
- PREMISES #28** NETSCAPE COMMUNICATIONS LTD  
CITY WEST BUSINESS PARK  
SAGGART, CO DUBLIN, IRELAND

**Premises Coverages**

(continued)

Buildings Included: 1

**PREMISES #29**      NETSCAPE COMMUNICATIONS JAPAN LTD.  
 TOKYO OPERA CITY TOWER 29F  
 3-20-2 NISHI SHINJUKU  
 SHINJUKU-KU, TOKYO 163-14  
 Buildings Included: 1

**PREMISES #30**      NETSCAPE COMMUNICATIONS UK LTD.  
 STATUS PARK, STATUS 4,  
 NOBEL DRIVE, HAYES  
 MIDDLESEX UB3 5EY UNITED KINGDOM  
 Buildings Included: 1

PERSONAL PROPERTY

EDP EQUIPMENT

EDP MEDIA

PERSONAL PROPERTY OF EMPLOYEES

PROPERTY OF OTHERS

BLANKET LIMIT OF INSURANCE

\$ 200,000,000

DEDUCTIBLE

5000 D/2500 F

REPORTING - PERSONAL PROPERTY

QUARTERLY

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**PREMISES #1**      685 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043  
 Buildings Included: 1

**PREMISES #2**      685 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043  
 Buildings Included: 1

**PREMISES #3**      575 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043  
 Buildings Included: 1

**PREMISES #4**      501 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043  
 Buildings Included: 1

**PREMISES #5**      487 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043  
 Buildings Included: 1

**PREMISES #6**      455 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043  
 Buildings Included: 1

**PREMISES #7**      415 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043  
 Buildings Included: 1

**PREMISES #8**      1295 CHARLESTON ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043



**Property Insurance**

*Declarations*

*Effective Date*            APRIL 30, 1998

*Policy Number*            3535-11-19

**Premises Coverages**  
(continued)

	Buildings Included 1
PREMISES #9	300 FREGUSON MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included 1
PREMISES #10	475 ELLIS STREET MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included 1
PREMISES #11	501 ELLIS MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #12	555 ELLIS MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #13	626 WEST CALIFORNIA SUNNYVALE, CALIFORNIA 94086 Buildings Included: 1
PREMISES #14	645 ALMANOR MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #15	555 W MIDDLEFIELD ROAD, UNIT S-208 MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #17	401 ELLIS MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #18	464 ELLIS, # S 20, 21, 22 MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included: 1
PREMISES #19	ELLIS MOUNTAIN VIEW, CALIFORNIA 94043 Buildings Included. 1
PREMISES #20	6701 DEMOCRACY BLVD., SUITE 300 BETHESDA, MARYLAND 20817 Buildings Included 1

**Premises Coverages***(continued)*

**PREMISES #21** 599 LEXINGTON AVENUE, #2300  
NEW YORK, NEW YORK 10022  
Buildings Included: 1

**PREMISES #22** NETSCAPE COMMUNICATIONS AUSTRALIA PTY LTD  
28 CLARENDEN STREET  
SOUTH MELBOURNE, AUSTRALIA  
Buildings Included: 1

**PREMISES #23** NETSCAPE COMMUNICATIONS AUSTRALIA OTD. LTD.  
LEVEL 20, 99 WALKER STREET  
NORTH SIDNEY, VICTORIA, AUSTRALIA  
Buildings Included: 1

**PREMISES #24** NETSCAPE COMMUNICATIONS SA  
CNIT - B.P. 240,2  
PLACE DE LA DEENSE  
92053 PARIS-LA DEFENSE  
Buildings Included: 1

**PREMISES #25** NETSCAPE COMMUNICATIONS GMBH  
AIRPORT OFFICE MUNICH  
AM SOLDNERMOOS 8,  
84398 HALLBERGMOOS GERMANY  
Buildings Included: 1

**PREMISES #26** NETSCAPE COMMUNICATIONS LIMITED  
ROOM 3201-3, NAT WEST TOWER  
TIMES SQUARE, 1 MATHESON ST.  
CAUSEWAY, BAY HONG KONG  
Buildings Included: 1

**PREMISES #27** NETSCAPE COMMUNICATIONS LTD.  
D 1. SHANNON INDUSTRIAL ESTATE  
CO. CLARE, IRELAND  
Buildings Included: 1

**PREMISES #28** NETSCAPE COMMUNICATIONS LTD.  
CITY WEST BUSINESS PARK  
SAGGART, CO. DUBLIN, IRELAND  
Buildings Included: 1

**PREMISES #29** NETSCAPE COMMUNICATIONS JAPAN LTD  
TOKYO OPERA CITY TOWER 29F  
3-20-2 NISHI SHINJUKU  
SHINJUKU-KU, TOKYO 163-14  
Buildings Included: 1

**PREMISES #30** NETSCAPE COMMUNICATIONS UK LTD  
STATUS PARK, STATUS 4,  
NOBEL DRIVE, HAYES  
MIDDLESEX UB3 5EY UNITED KINGDOM  
Buildings Included: 1

BUSINESS INCOME WITH EXTRA EXPENSE



**Property Insurance**

*Declarations*

*Effective Date* APRIL 30, 1998

*Policy Number* 3535-11-19

**Premises Coverages**

*(continued)*

BLANKET LIMIT OF INSURANCE \$ 75,000,000  
 INDEMNITY PERIOD 0 HOURS

**PREMISES #1** 685 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043

**BUSINESS INCOME  
 AUDITORS FEES**

LIMIT OF INSURANCE \$ 100,000

**RESEARCH AND DEVELOPMENT PROPERTY**

LIMIT OF INSURANCE \$ 200,000  
 DEDUCTIBLE \$ 5,000

**VALUABLE PAPERS**

LIMIT OF INSURANCE \$ 250,000

**PREMISES #16** 490 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CALIFORNIA 94043

**BUILDING UNDER CONSTRUCTION**

LIMIT OF INSURANCE \$ 9,000,000

**PREMISES: IN TRANSIT**

**PERSONAL PROPERTY**

LIMIT OF INSURANCE \$ 50,000

**BUSINESS INCOME WITH EXTRA EXPENSE**

LIMIT OF INSURANCE \$ 100,000

**PREMISES: EXHIBITION, FAIR OR TRADE SHOW**

**PERSONAL PROPERTY**

LIMIT OF INSURANCE \$ 500,000

**OVERHEAD TRANSMISSION LINES**

LIMIT OF INSURANCE \$ 1,000,000

**Premises Coverages**

(continued)

PROPERTY/EDP AOL WORLDWIDE  
LIMIT OF INSURANCE

\$ 500,000

**Newly Acquired Premises or Newly Acquired Or Constructed Property**

Coverages

Limit Of Insurance

BUILDING

\$ 2,000,000

PERSONAL PROPERTY

\$ 1,000,000

ELECTRONIC DATA PROCESSING MEDIA

\$ 100,000

ELECTRONIC DATA PROCESSING  
EQUIPMENT

\$ 1,000,000

FINE ARTS

\$ 20,000

ELECTRONIC DATA PROCESSING  
MEDIA DUPLICATES

\$ 100,000



**Property Insurance**

**Supplementary Declarations**

**Chubb Group of Insurance Companies**  
15 Mountain View Road  
Warren, NJ 07059

*Named Insured and Mailing Address*

NETSCAPE COMMUNICATIONS CORPORATION  
(SEE NAMED INSURED ENDT )  
501 E. MIDDLEFIELD ROAD  
MOUNTAIN VIEW, CA 94043

*Policy Number* 3535-11-19

*Effective Date* APRIL 30, 1998

*Issued by the stock insurance company indicated below, herein called the company.*

**FEDERAL INSURANCE COMPANY**

*Producer No.* 0008279-99999

*Incorporated under the laws of*  
**INDIANA**

*Producer* ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
301 ISLAND PARKWAY  
BELMONT, CA 94002-4110

**Policy Period**

From APRIL 30, 1998 To APRIL 30, 1999  
12.01 A.M. standard time at the Named Insured's mailing address shown above

**Covered Premises \$250,000 Blanket Limit Of Insurance**

The Blanket Limit Of Insurance shown above applies over all of the Coverages shown below This Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations and is subject to the Property Deductible shown in the Declarations This Blanket Limit Of Insurance does not apply to premises shown in the Declarations as Any Other Location. At time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises

Separate specific Limits Of Insurance may be purchased for each of these Coverages. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the Coverage. If no deductible is shown in the Declarations with the Coverage, then the Property Deductible will apply When a specific Limit Of Insurance is purchased for any of these Coverages, this Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that Coverage at time of loss as provided in the previous paragraph.

**Property Coverages**

- |                                     |                                 |
|-------------------------------------|---------------------------------|
| ACCOUNTS RECEIVABLE                 | CONSEQUENTIAL LOSS              |
| ELECTRONIC DATA PROCESSING PROPERTY | EXTRA EXPENSE                   |
| FINE ARTS                           | FIRE DEPARTMENT SERVICE CHARGES |



**Covered Premises \$250,000 Blanket Limit Of Insurance**

*Property Coverages*  
(continued)

LEASEHOLD INTEREST - IMPROVEMENTS & BETTERMENTS	OUTDOOR TREES, SHRUBS, PLANTS, LAWNS
PERSONAL PROPERTY OF EMPLOYEES	VALUABLE PAPERS

**Additional Coverage**

The Limits Of Insurance shown below are provided for the Coverages shown at no additional cost to you. These Limits Of Insurance apply separately at each of your premises unless otherwise shown. You may purchase additional Limits Of Insurance, and we will charge you an additional premium. If you purchase additional limits for any of these Coverages, the Limits Of Insurance shown in the Declarations will reflect your total limit, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the Coverage. If no deductible is shown in the Declarations with the Coverage, then the Property Deductible will apply.

*Property Coverages*

*Limit Of Insurance*

ACCOUNTS RECEIVABLE - IN TRANSIT	\$ 10,000
DEBRIS REMOVAL	\$ 250,000
DEFERRED PAYMENTS	\$ 50,000
ELECTRONIC DATA PROCESSING PROPERTY - IN TRANSIT	\$ 50,000
FINE ARTS - IN TRANSIT	\$ 10,000
INSTALLATION - ANY JOB SITE	\$ 50,000
INVENTORY OR APPRAISALS	\$ 10,000
MONEY & SECURITIES - ON PREMISES	\$ 20,000
OFF PREMISES	\$ 10,000
PERSONAL PROPERTY - ANY OTHER LOCATION	\$ 10,000
POLLUTANT CLEAN-UP & REMOVAL	\$ 25,000
VALUABLE PAPERS - IN TRANSIT	\$ 10,000

Authorized Representative

*Robert Hamburger*



**Property Insurance**

**Supplementary Declarations**

**Chubb Group of Insurance Companies**  
**15 Mountain View Road**  
**Warren, NJ 07059**

*Named Insured and Mailing Address*

NETSCAPE COMMUNICATIONS CORPORATION  
 (SEE NAMED INSURED ENDT.)  
 501 E. MIDDLEFIELD ROAD  
 MOUNTAIN VIEW, CA 94043

*Policy Number* 3535-11-19

*Effective Date* APRIL 30, 1998

*Issued by the stock insurance company indicated below, herein called the company.*

**FEDERAL INSURANCE COMPANY**

*Producer No* 0008279-99999

*Incorporated under the laws of*  
**INDIANA**

*Producer* ALBURGER BASSO DE GROSZ INSURANCE SERVICES  
 301 ISLAND PARKWAY  
 BELMONT, CA 94002-4110

**Policy Period**

From APRIL 30, 1998 To APRIL 30, 1999  
 12 01 A.M standard time at the Named Insured's mailing address shown above.

**Additional Coverage - Business Income**

The Limits Of Insurance shown below are provided for the Coverages shown at no additional cost to you. These Limits Of Insurance apply separately at each of your premises unless otherwise shown. You may purchase additional Limits Of Insurance, and we will charge you an additional premium. If you purchase additional limits for any of these Coverages, the Limits Of Insurance shown in the Declarations will reflect your total limit, including the Limits Of Insurance shown below

**Property Coverages**

**Limit Of Insurance**

<b>BUSINESS INCOME -</b>	
ANY OTHER LOCATION	\$ 10,000
AUDITORS FEES	\$ 10,000
CONTRACTUAL PENALTIES	\$ 10,000
DEPENDENT BUSINESS PREMISES	\$ 250,000
LOSS OF UTILITIES	\$ 25,000
POLLUTION CLEAN-UP & REMOVAL	\$ 10,000

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**Newly Acquired Premises**

The following displays the coverage provided for each newly acquired premises

Coverages

Limit Of Insurance

BUSINESS INCOME

\$ 250,000



Authorized Representative

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**Property Insurance**

**Building And Personal Property**

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PROPERTY INSURANCE CONTRACT BUILDING AND PERSONAL PROPERTY

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## Building And Personal Property

### Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract

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

### Coverage

#### Building Or Personal Property

We will pay for direct physical loss or damage to **building or personal property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit of Insurance for Building or Personal Property shown in the Declarations

The loss or damage must occur at the premises shown in the Declarations, or within 1,000 feet of the premises shown in the Declarations, unless otherwise stated.

This coverage applies only at those premises for which a Limit of Insurance for Building or Personal Property is shown in the Declarations

#### Newly Acquired Premises

We will pay for direct physical loss or damage to

- **building** under construction at existing or newly acquired premises; and
- **building or personal property** at newly acquired premises.

caused by or resulting from a peril not otherwise excluded, not to exceed the Limit of Insurance for Building or Personal Property shown in the Declarations under Newly Acquired Premises or Newly Acquired or Constructed Property

This coverage applies until the first of the following occurs.

- you report the value of the **building or personal property** at the newly acquired premises to us,
- 180 days pass from the date you acquire the premises or construction begins on the **building**, or
- this policy expires.

We will charge you additional premium for the reported values from the date you acquire the premises or construction begins on the **building**

#### Extension Of Coverage

The following extension of coverage is included under your coverage for **building or personal property**, and is subject to the applicable Limit of Insurance for Building or Personal Property shown in the Declarations

#### Removal

We will pay for

- any direct physical loss or damage to **personal property** while it is being moved to or while stored at another location for up to 180 days, or

**Extension Of Coverage**

*Removal  
(continued)*

- the cost to remove **personal property** from any premises, if you must move the **personal property** from a premises to preserve it from loss or damage caused by or resulting from a peril not otherwise excluded.

**Additional Coverages**

Unless otherwise stated, the following Additional Coverages are provided at each covered premises only if a Limit of Insurance for such Additional Coverages at each covered premises is shown in the Declarations

*Any Other Location*

We will pay for direct physical loss or damage to **personal property** at unspecified premises shown in the Declarations under Premises Summary as Any Other Location, caused by or resulting from a peril not otherwise excluded, not to exceed the Limit of Insurance for Any Other Location shown under Personal Property in the Declarations

This additional coverage does not apply to

- **salespersons samples;**
- **personal property** while at any exhibition, fair, or trade show;
- **personal property** at a newly acquired premises;
- **personal property** at a job site or temporarily warehoused elsewhere awaiting installation at the job site; or
- **personal property** while in transit

*Consequential Loss*

We will pay for the consequential loss to undamaged **personal property** that is part of:

- your product, or
- any product in your care, custody or control,

which has become unmarketable as a complete product, because of covered direct physical loss or damage to **personal property** which is part of the same product, not to exceed the Limit of Insurance for Consequential Loss shown in the Declarations

This additional coverage applies only when you have purchased a Limit of Insurance for **personal property**

*Debris Removal*

We will pay for the costs you incur to demolish and remove debris of lost or damaged **building, personal property, personal property of employees or outdoor trees, shrubs, plants or lawns** at the premises shown in the Declarations, caused by or resulting from a peril not otherwise excluded that occurs during the policy period

A The most we will pay for debris removal is the lesser of:

- 1 25% of the covered direct physical loss or damage, or
- 2 the remaining applicable Limit of Insurance for Building or Personal Property shown in the Declarations after payment of the covered direct physical loss or damage



## Building And Personal Property

### Additional Coverages

#### Debris Removal (continued)

B. If the amount in A above is insufficient to pay the debris removal, we will pay the remaining debris removal, subject to the Limit of Insurance for Debris Removal shown in the Declarations.

We will also pay up to \$1,000 for the costs you incur at each premises to remove debris of outdoor trees, shrubs or plants that are blown onto your premises by wind

Debris removal will be paid only if:

- reported to us in writing within 180 days of the date of the direct physical loss or damage to the **building, personal property, personal property of employees or outdoor trees, shrubs, plants or lawns**, and
- a Limit of Insurance applicable to the lost or damaged **building, personal property, personal property of employees or outdoor trees, shrubs, plants or lawns** is shown in the Declarations.

Debris removal does not apply to costs to

- clean-up or remove **pollutants** from land or water, or
- clean-up, remove, restore or replace polluted land or water.

#### Deferred Payments

We will pay for your interest in **personal property** that suffers direct physical loss or damage caused by or resulting from a peril not otherwise excluded, and sold by you under a conditional sale or trust agreement or any installment or deferred payment plan, after delivery to buyers, not to exceed the Limit of Insurance for Deferred Payments shown in the Declarations.

#### Fire Department Service Charges

We will pay the charges you assume by contract or agreement executed prior to loss, or charges that you are required to pay by local ordinance if the fire department is called to save or protect your **building or personal property** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the Limit of Insurance for Fire Department Service Charges shown in the Declarations.

#### Fire Protective Equipment

We will pay the cost you incur to refill your discharged fire protective equipment, whether or not there is direct physical loss or damage to your **building or personal property**

This Additional Coverage is provided regardless of whether a Limit of Insurance is shown in the Declarations

#### Installation

We will pay for direct physical loss or damage to **personal property** caused by or resulting from a peril not otherwise excluded while such **personal property** is at a job site or temporarily warehoused elsewhere

- awaiting and during installation,
- awaiting and during tests, or
- awaiting acceptance by the buyer,

not to exceed the Limit of Insurance for Installation shown in the Declarations.



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**Additional Coverages**

*Installation  
(continued)*

We will not pay for any loss or damage to.

- **personal property** not a part of or destined to become part of the installation;
- tools; or
- contractors' equipment.

This Additional Coverage ends when the first of the following occurs:

- your interest in the **personal property** ceases;
- the buyer accepts the **personal property**;
- the **personal property** is put to use for its intended purpose, or
- this policy is terminated.

*Inventory Or Appraisals*

We will pay for the cost of any inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to **building, personal property, personal property of employees, or outdoor trees, shrubs, plants or lawns**, not to exceed the Limit of Insurance for Inventory or Appraisals shown in the Declarations.

*Leasehold Interest -  
Improvements And  
Betterments*

We will pay for the value of undamaged **improvements and betterments** when your lease is canceled:

- by the lessor, and
- by a valid condition of your lease,

due to direct physical loss or damage to **building or personal property** caused by or resulting from a peril not otherwise excluded at the premises shown in the Declarations, not to exceed the Limit of Insurance for Leasehold Interest - Improvements and Betterments shown in the Declarations.

When you rent the **building**, we will pay only if

- at least 25% of the entire **building** has been damaged, or
- a minimum of 6 months remains in your lease and at least 6 months is required to repair the **building** for your occupancy.

When you rent a portion of the **building**, we will pay only if

- a minimum of 6 months remains in your lease, and
- at least 6 months is required to repair the **building** for your occupancy.

*Outdoor Trees, Shrubs,  
Plants Or Lawns*

We will pay for direct physical loss or damage to **outdoor trees, shrubs, plants or lawns** caused by or resulting from:

- fire;
- lightning;
- explosion;
- riot or civil commotion, or
- aircraft or self-propelled missiles.



## Building And Personal Property

### Additional Coverages

*Outdoor Trees, Shrubs,  
Plants Or Lawns  
(continued)*

not to exceed the Limit of Insurance for Outdoor Trees, Shrubs, Plants or Lawns shown in the Declarations

*Personal Property of  
Employees*

We will pay for direct physical loss or damage to **personal property of employees** caused by or resulting from a peril not otherwise excluded, not to exceed the Limit of Insurance for Personal Property of Employees shown in the Declarations

*Pollutant Clean Up Or  
Removal*

We will pay the costs you incur to clean-up or remove **pollutants** from land or water at the premises shown in the Declarations if the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**

The Limit of Insurance shown in the Declarations for Pollutant Clean Up or Removal is the most we will pay at the premises for the sum of all such covered costs caused by or resulting from perils not otherwise excluded that occur during each separate 12 month policy period, regardless of whether this Additional Coverage appears in any other contract or contracts that form part of this policy

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing which is performed during the clean-up or removal of the **pollutants** from the land or water

### Exclusions

*Acts Or Decisions*

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

*Disappearance*

This insurance does not apply to loss or damage caused by or resulting from disappearance or shortage disclosed on taking inventory, where there is no physical evidence to show what happened

This exclusion does not apply to ensuing loss or damage unless another exclusion applies

*Dishonesty*

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions committed alone or in collusion with others by you, your partners, directors, trustees, and employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose

This exclusion does not apply to:

- acts of vandalism,

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**Exclusions**

**Dishonesty**  
*(continued)*

- acts committed by common carriers for hire or anyone claiming to be a common carrier for hire, or
- ensuing loss or damage unless another exclusion applies

**Earthquake**

This insurance does not apply to loss or damage caused by or resulting from earthquake, regardless of any other cause or event that directly or indirectly

- contributes concurrently to,
- contributes in any sequence to, or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered

This exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**

**Errors In Systems Programming**

This insurance does not apply to loss or damage caused by or resulting from

- errors in systems programming; or
- errors in instructions to a machine

This exclusion does not apply to ensuing loss or damage unless another exclusion applies

**Flood**

This insurance does not apply to loss or damage caused by or resulting from

- waves, ndal water or tidal waves; or
- rising or overflowing or breaking of any boundary,

of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans or any other body of water, or watercourse, whether driven by wind or not, regardless of any other cause or event that directly or indirectly

- contributes concurrently to,
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**

**Governmental Action**

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority, regardless of any other cause or event that directly or indirectly

- contributes concurrently to,
- contributes in any sequence to, or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.



## Building And Personal Property

### Exclusions

#### Governmental Action (continued)

This exclusion does not apply to 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 insurance

#### Insects Or Animals

This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of.

- insects,
- birds,
- rodents, or
- other animals

This exclusion does not apply to ensuing loss or damage unless another exclusion applies

#### Loss Of Market

This insurance does not apply to loss or damage caused by or resulting from loss of market, loss of use or delay

This exclusion does not apply to ensuing loss or damage unless another exclusion applies

#### Mistakes

This insurance does not apply to loss or damage caused by or resulting from error in the development, distribution, processing, manufacturing, testing, installation, alteration or repair of property

This exclusion does not apply to ensuing loss or damage unless another exclusion applies

#### Nuclear Hazard

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly

- contributes concurrently to,
- contributes in any sequence to, or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered

This exclusion does not apply to ensuing loss or damage caused by or resulting from fire

#### Planning, Design, Materials Or Maintenance

This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective:

- planning, zoning, development, surveying, siting,
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction.
- materials used in repair, construction, renovation or remodeling, or
- maintenance,

---

**Exclusions**

**Planning, Design, Materials  
Or Maintenance**  
(continued)

of part or all of any property on or off the premises shown in the Declarations  
This exclusion does not apply to ensuing loss or damage unless another exclusion applies

**Pollutants**

This insurance does not apply to loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of **pollutants**

This exclusion does not apply

- if the discharge, dispersal, seepage, migration, release or escape of **pollutants** is caused by or results from any of the **specified perils**, or
- to ensuing loss or damage caused by or resulting from a **specified peril**

**Settling**

This insurance does not apply to loss or damage caused by or resulting from settling, cracking, shrinking, bulging or expansion of paved or concrete surfaces, foundations, walls, floors, roofs, ceilings and swimming pools.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

**War And Military Action**

This insurance does not apply to loss or damage caused by or resulting from

- war, including undeclared or civil war,
- 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
- insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly

- contributes concurrently to,
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

**Wear And Tear**

This insurance does not apply to loss or damage caused by or resulting from wear and tear or gradual deterioration

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

**Coverage Territory**

The coverage territory is the United States of America, its territories and possessions, Canada, and Puerto Rico.