



TENANT INSURANCE PROGRAM



COVERAGE HIGHLIGHTS & MASTER POLICY FORMS

GGP Tenant Insurance Program
Administered by Lockton Affinity, LLC
(844) 806-3522 | GGP@locktonaffinity.com
GGPTenantInsurance.com

HIGHLIGHTS OF COVERAGE

GGP TENANTS RISK PURCHASING GROUP MASTER POLICY THROUGH LIBERTY MUTUAL FIRE INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE AND LIMITS

Coverage applies at the designated premises only

	Limits of Insurance
Total Project and Location Aggregate Limit	\$50,000,000
Each Occurrence Limit for Bodily Injury and Property Damage Liability	\$1,000,000
Personal & Advertising Injury Liability Limit	\$1,000,000
Designated General Aggregate Limit	\$3,000,000
General Aggregate Limit	\$3,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000 any one premises (subject to occurrence limit)
Medical Expense Limit	Excluded
Defense	In Addition to the Limits of Insurance

Except with respect to the Total Project and Location aggregate limit and the Products-completed Operations aggregate limit, limits apply separately to each designated covered premises.

- Payments made for damages in connection with a covered loss (other than a Products Completed Operations Loss) for any single covered premises will reduce the Policy Aggregate Limit of Insurance thereby reducing the Aggregate Limit of Insurance available for any other covered premises.
 - Payments made for damages in connection with a covered Products Completed Operations Loss from any single covered premises will reduce the Products-Completed Operations Aggregate Limit thereby reducing the Aggregate Limit of Insurance available for any other covered premises.
- Coverage provided under this policy is limited to the space which you lease from and which is identified in your contract with General Growth Properties, Inc. No other locations are covered.
 - Covered insureds include the following (with respect to the conduct of your business only):
 - You (the named insured)
 - Your employees, your volunteer workers, your executive officers (if you are a corporation), your partners (if you are a partnership), your spouse (if named insured is an individual), your members (if you are an LLC)
 - General Growth Properties, Inc.; GGPLP REIT Services, LLC and General Growth Services, Inc. are automatically included as additional insureds.
 - Other additional interests may be covered upon request.
 - Coverage is included for “insured contracts” as defined in the policy. Insured contracts include lease of premises.
 - Coverage for Certified Acts of Terrorism is automatically included in the policy at no charge.

HIGHLIGHTS OF COVERAGE

GGP TENANTS RISK PURCHASING GROUP MASTER POLICY THROUGH LIBERTY MUTUAL FIRE INSURANCE COMPANY

- **Key Exclusions** include the following (this is not a comprehensive list):
 - Expected or intended injury
 - Contractual liability (other than liability for “insured contracts” or liability the insured would have in absence of the contract)
 - Liquor liability
 - Workers’ compensation and similar laws
 - Employers liability
 - Aircraft, auto or watercraft liability
 - War
 - Damage to property in your care, custody or control
 - Recall of products, work or impaired property
 - Pollution (other than hostile fire), silica, fungi or bacteria, asbestos
 - Employment related practices, discrimination, abuse or molestation
 - Tobacco exclusion
 - Designated operations exclusion:
 - Liability arising out of the operations, ownership, maintenance or use of any premises other than the designated covered premises
 - Activities for children, medical services, services involving needles, government institutions, firearms/ammunition sales, fireworks sales
 - Designated products exclusion:
 - E-cigarettes and related products and components
 - Products distributed from any premises other than the designated covered premises

HIGHLIGHTS OF COVERAGE

GGP TENANTS RISK PURCHASING GROUP MASTER POLICY THROUGH LIBERTY MUTUAL FIRE INSURANCE COMPANY

EMPLOYED MISCELLANEOUS PROFESSIONAL LIABILITY ENDORSEMENT LD 28 01

Claims Made and Reported Coverage

Coverage applies at Designated Premises Only

Limits of Insurance

Per Wrongful Act	\$500,000 (subject to the General Aggregate Limit)
Retroactive Date	Inception Date of First Policy
Defense	Included within the Limits of Insurance

Damages and Supplementary Payments paid under this endorsement shall reduce the General Aggregate Limit.

- Covered Professional Services include licensed beauticians, cosmetologists, estheticians, massage therapists, teeth whitening.
- Coverage is provided for "wrongful acts" of an "employed professional" in rendering or failing to render "professional services" for or on behalf of and in the course and scope of the said "employed professional's" employment by the Named Insured (but not for the Named Insured's own negligent acts, errors or omissions). For coverage to apply, the "wrongful act" must commence on or after the retroactive date and before the end of the policy period. Claim must first be made against the insured and reported to the company during the policy period or the optional extended reporting period (if purchased).
- Coverage provided under this policy is limited to operations performed in the space which you lease from and which is identified in your contract with General Growth Properties, Inc. No other locations are covered.
- Covered insureds include the following (with respect to the conduct of your business only):
 - You (the named insured)
 - Your "employed professionals." "Employed professional" means any person who is, was, or becomes a full-time employee of a Named Insured and is employed by the Named Insured to perform "professional services" which the person is legally qualified to perform.
- **Key Exclusions** include the following (this is not a comprehensive list):
 - Any claim arising out of one or more "wrongful acts" which occurred or commenced at a time when the "employed professional" was not an "employee" of a named insured.
 - To any claim arising out of any litigation commenced prior to or pending as of the inception date of the policy, or arising out of the same or essentially the same "wrongful acts" alleged in such litigation.
 - Fraudulent, dishonest, criminal, intentional or malicious acts.
 - Punitive or exemplary damages, fines, sanctions, or penalties.
 - Claim based upon or arising out of any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the employee retirement income security act of 1974 or amendments thereto, or similar provisions of any federal, state or local statutory or common law.
 - Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
 - Pollution
 - Employment related practices including discrimination or sexual harassment.
 - Asbestos

If this coverage is cancelled or not renewed, an extended reporting period of up to five years is available by endorsement for an additional premium. The extended reporting period will not reinstate or increase the Limits of Liability or extend the endorsement period. An extended reporting period must be requested in writing within 60 days of policy expiration. The additional premium will not exceed 200% of the annual premium.

PLEASE NOTE CLAIMS-MADE POLICIES HAVE VERY RESTRICTIVE CLAIM REPORTING REQUIREMENTS

HIGHLIGHTS OF COVERAGE

GGP TENANTS RISK PURCHASING GROUP MASTER POLICY

THROUGH LIBERTY MUTUAL FIRE INSURANCE COMPANY

Once coverage is bound through this program, if there is a claim made on or after the effective date of the bound policy or if you become aware, on or after the effective date of the bound policy, of a potential claim, you must notify the insurer immediately. Failure of timely notice could result in the denial of coverage.

DATA SECURITY - DATA COMPROMISE COVERAGE – DEFENSE AND LIABILITY LD 04 190 02 15

Defense and Liability

Data Compromise

Limits of Insurance

Defense and Liability Limit: **\$50,000 Per location**

Annual Policy Aggregate: **\$500,000**

Location(s) Each individual location listed in a Notice of Insurance on file with Lockton Affinity, LLC

Payments made for damages or defense in connection with a covered loss from any single covered premises will reduce the Annual Aggregate Limit thereby reducing the Aggregate Limit of Insurance available for any other covered premises.

- Loss must be first discovered by you during the policy period and reported to us as soon as practicable, but in no event later than 60 days after loss is first discovered by you.
- Data Compromise Covered Cause of Loss Conditions:
 1. There must be a “personal data compromise” and
 2. It is first discovered during the policy period and
 3. It is reported to the company as soon as practicable but no later than 60 days after you first discover it.
- “Personal Data Compromise” means the loss, theft, accidental release or accidental publication of “personally identifying information” or “personally sensitive information” as respects one or more “affected individuals” resulting or possibly resulting in fraudulent use of such information.
- Coverage is provided for Data Compromise Defense and Liability
 - If you have provided notification and services to affected individuals in consultation with us and
 - Notice of a suit brought against you by an affected individual(s) is received by you within two years of notification to the affected individuals and reported to us within 60 days of receipt by you.
- **Key Exclusions** include the following (this is not a comprehensive list):
 - To any “personal data compromise” claim occurring prior to the first inception date of this coverage.
 - Fraudulent, dishonest, criminal, intentional or malicious acts by you.
 - Fines or penalties imposed by federal law.
 - Criminal investigations or proceedings.
 - Extortion or blackmail
 - To any “personal data compromise” involving data that is transmitted electronically, unless such data is encrypted to protect the security of the transmission.
 - Non-monetary relief
 - Any amount not insurable under law