

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
Company Tracking Number: ML-CW-09747-01F
TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
Product Name: Avenues BOP
Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Filing at a Glance

Companies: Massachusetts Bay Insurance Company, The Hanover Insurance Company, Citizens Insurance Company of America

Product Name: Avenues BOP	SERFF Tr Num: HNVR-126395292	State: New Hampshire
TOI: 05.0 CMP Liability and Non-Liability	SERFF Status: Closed-Approved	State Tr Num:
Sub-TOI: 05.0002 Businessowners	Co Tr Num: ML-CW-09747-01F	State Status: Approved
Filing Type: Form	Author: Michele Holm	Reviewer(s): Steve Towne
	Date Submitted: 11/23/2009	Disposition Date: 02/09/2010
Effective Date Requested (New): 01/01/2010		Disposition Status: Approved
Effective Date Requested (Renewal): 01/01/2010		Effective Date (New): 02/09/2010
		Effective Date (Renewal): 02/09/2010

General Information

Project Name: Avenues BOP NH	Status of Filing in Domicile: Pending
Project Number: ML-CW-09747-01F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 02/09/2010	Deemer Date:
State Status Changed: 02/09/2010	Submitted By: Michele Holm
Created By: Michele Holm	
Corresponding Filing Tracking Number:	
Filing Description:	
The Hanover Group is modifying the Avenues Businessowners product. We are requesting an effective date of January 1, 2010 for both new and renewal policies.	

We enclose supporting filing information as listed below:

- Form Explanatory Memorandum – outlines the forms being submitted for approval as well as form usage rules.
- New and revised forms as outlined in the Form Explanatory Memorandum

The rates and rules associated with this filing have been filed under our filing number ML-CW-09747-01R.

Company and Contact

SERFF Tracking Number: HNVN-126395292 State: New Hampshire
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Filing Contact Information

Michele Holm, Pricing Consultant Mholm@hanover.com
 440 Lincoln Street 508-855-4221 [Phone]
 Worcester, MA 01653 508-855-4786 [FAX]

Filing Company Information

Massachusetts Bay Insurance Company	CoCode: 22306	State of Domicile: New Hampshire
440 Lincoln Street	Group Code: 88	Company Type: Property & Casualty
Worcester, MA 01653	Group Name: The Hanover Ins Group	State ID Number:
(508) 855-1000 ext. [Phone]	FEIN Number: 04-2217600	

The Hanover Insurance Company	CoCode: 22292	State of Domicile: New Hampshire
440 Lincoln Street	Group Code: 88	Company Type: Property & Casualty
Worcester, MA 01653	Group Name: The Hanover Ins Group	State ID Number:
(508) 855-1000 ext. [Phone]	FEIN Number: 13-5129825	

Citizens Insurance Company of America	CoCode: 31534	State of Domicile: Michigan
440 Lincoln Street	Group Code: 88	Company Type: Property & Casualty
Worcester, MA 01653	Group Name: The Hanover Ins Group	State ID Number:
(508) 855-1000 ext. [Phone]	FEIN Number: 38-0421730	

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: Yes

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Bay Insurance Company	\$0.00	11/23/2009	
The Hanover Insurance Company	\$0.00	11/23/2009	
Citizens Insurance Company of America	\$0.00	11/23/2009	

State Specific

Have you viewed and complied with New Hampshire's General Instructions and Filing Requirements (Yes/No)? *Failure to comply will result in a filing rejection and require resubmission.: yes

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Steve Towne	02/09/2010	02/09/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Awaiting Company Reply	Steve Towne	01/06/2010	01/06/2010	Michele Holm	01/19/2010	01/19/2010
Filing will be Disapprove d if reply is not received by the 10th business day	Lorette Gendron	12/30/2009	12/30/2009	Michele Holm	01/05/2010	01/05/2010

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Disposition

Disposition Date: 02/09/2010
Effective Date (New): 02/09/2010
Effective Date (Renewal): 02/09/2010
Status: Approved
Comment: See correspondence.

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Filing Memorandum	Informational	Yes
Supporting Document	NH Retaliatory Fees		Yes
Form (revised)	Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement	Completed Review	Yes
Form (revised)	Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion	Completed Review	Yes
Form	Avenues Businessowners Pet Services Deluxe Broadening Endorsement	Completed Review	Yes
Form	Avenues Deluxe Silver Architects and Engineers Broadening Endorsement	Completed Review	Yes
Form	Avenues Deluxe Gold Architects and Engineers Broadening Endorsement	Completed Review	Yes
Form	Avenues Deluxe Platinum Broadening Endorsement	Completed Review	Yes
Form	Avenues Deluxe Gold Broadening Endorsement	Completed Review	Yes
Form	Avenues Businessowners Deluxe Silver Broadening Endorsement	Completed Review	Yes
Form	Condominium Extension Endorsement	Completed Review	Yes
Form	Protective Devices for Restaurants	Completed Review	Yes
Form	Household Personal Property Coverage	Completed Review	Yes
Form	Guests' Property	Completed Review	Yes
Form	Apartment Extension Endorsment	Completed Review	Yes
Form	Building Owners Extension Endorsement	Completed Review	Yes
Form	Hotel and Motel Extension Endorsement	Completed Review	Yes
Form	Manufacturers Extension Endorsement	Completed Review	Yes
Form	Office, Processing and Service Extension Endorsement	Completed Review	Yes
Form	Automotive Services - Gasoline or Oil Contamination	Completed Review	Yes
Form	Avenues Deluxe Gold Medical and Dental Offices Broadening Endorsement	Completed Review	Yes
Form	Avenues Technology Deluxe Gold Broadening Endorsement	Completed Review	Yes

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Form	Avenues Businessowners Bronze Broadening Endorsement	Completed Review	Yes
Form (revised)	Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage	Completed Review	Yes
Form	Worldwide Coverage Territory	Completed Review	Yes
Form	Exclusion - Personal and Advertising Injury from Internet Activities	Completed Review	Yes
Form	Exclusion - Professional Services	Completed Review	Yes
Form	Exclusion - Imported Products	Completed Review	Yes
Form	Businessowners Cost of Mailing Corrections Exclusion	Completed Review	Yes
Form	Businessowners Cost to Correct, Repair or Replace	Completed Review	Yes
Form	Businessowners Direct Mailing Services Endorsement	Completed Review	Yes
Form	Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Purchased Extended Reporting Period Endorsement - 3 years	Completed Review	Yes
Form	Employee Benefits Liability Coverage	Completed Review	Yes
Form	Food Contamination	Completed Review	Yes
Form	Businessowners Condominium, Co-Op, Association - Directors & Officers Additional Insureds	Completed Review	Yes
Form	Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Developer, Sponsor, Contractor Exclusion	Completed Review	Yes
Form	Exclusion - Infringement of Copyright, patent, Trademark or Trade Secret - Changes	Completed Review	Yes
Form	Personal and Advertising Injury Redefined	Completed Review	Yes
Form	Total Exclusion - Tanning Operations	Completed Review	Yes
Form	Product/Completed Operations Hazard Redefined	Completed Review	Yes
Form	Garage Operations - Broad Form Products Coverage	Completed Review	Yes

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Form	Extended Broad Form Property Damage	Completed Review	Yes
Form	Garagekeepers Legal Liability	Completed Review	Yes
Form	Exclusion - Designated Ongoing Operations	Completed Review	Yes
Form	Exclusion - All Hazards in Connection with Designated Premises	Completed Review	Yes
Form	Exclusion - All Hazards in Connection with Designated Premises or Operations	Completed Review	Yes
Form	Water Back-up and Sump overflow	Completed Review	Yes
Form (revised)	Exclusion - Designated Work	Completed Review	Yes
Form	Snow Plow Products - Completed Operations	Completed Review	Yes
Form	Exclusion - Designated Products	Completed Review	Yes
Form	Exclusion - Product-Completed Operations	Completed Review	Yes
Form	Designated Construction Project(s) General Aggregate Limit	Completed Review	Yes
Form	Advisory Notice to Policyholder Printers Errors and Omissions	Informational	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form (revised)	withdrawn	Withdrawn	Yes
Form	New Hampshire - Cemetery Professional Liability Insurance	Completed Review	Yes

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Form	New Hampshire Changes - Businessowners Condominium, Co-Op, Association - Directors and Officers Liability	Completed Review	Yes
Form	New Hampshire Changes - Businessowners Printers and Graphic Arts Errors and Omission Liability Coverage	Completed Review	Yes
Form	Businessowners Forms Revision Advisory Notice to Policyholders	Completed Review	Yes
Form	Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement	Withdrawn	Yes
Form	Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion	Withdrawn	Yes
Form	Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage	Withdrawn	Yes
Form	Exclusion - Designated Work	Withdrawn	Yes
Form	Advisory Notice to Policyholder Condominium Directors and Officers Liability	Withdrawn	Yes
Form	Exclusion - Imported Products	Withdrawn	Yes
Form	Exclusion - Personal and Advertising Injury from Internet Activities	Withdrawn	Yes
Form	Exclusion - Professional Services	Withdrawn	Yes
Form	Excess Printers and Graphic Arts Errors and Omissions Liability Coverage	Withdrawn	Yes
Form	Commercial Liability Umbrella Direct Mailing Services Endorsement	Withdrawn	Yes
Form	Excess Printers and Graphic Arts Cost to Correct	Withdrawn	Yes
Form	Commercial Liability Umbrella Cost of Mailing Corrections Exclusion	Withdrawn	Yes
Form	Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Coverage	Withdrawn	Yes

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Form	Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability - 3 year ERP	Withdrawn	Yes
Form	Excess Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion	Withdrawn	Yes
Form	Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Developer, Sponsor, Contractor Exclusion	Withdrawn	Yes
Form	Exclusion - Infringement of Copyright, Patent, Trademark or Trade Secret - Changes	Withdrawn	Yes
Form	Personal and Advertising Injury Redefined	Withdrawn	Yes
Form	Cemetary Professional Follow Form Liability Insurance	Withdrawn	Yes
Form	Cemetary Professional Liability Insurance	Withdrawn	Yes

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Objection Letter

Objection Letter Status Awaiting Company Reply
Objection Letter Date 01/06/2010
Submitted Date 01/06/2010
Respond By Date 01/21/2010

Dear Michele Holm,

After review of this filing, we have the following question(s)/comment(s).

Objection 1

- Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement, 391-0863, 12 09 (Form)

Comment:

In all cases of claims-made policy termination:

1. Applies to termination for any reason, including non-payment of premium; months;

5. The Optional or Supplemental ERP may be subordinated to payment of sums due for the period of coverage; and once paid, the Optional or Supplemental ERP may not be cancelled.

Objection 2

- Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement, 391-0863, 12 09 (Form)

Comment: You have eliminated the "bankruptcy condition" and no replacement was noted. What is your intent in this regard.

Objection 3

- Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage, 391-1404, 12 09 (Form)

Comment:

No liability policy issued or delivered in this state shall contain any exclusion which would preclude coverage for intra-family or inter-spousal claims. RSA 412:5 II

Objection 4

- Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage, 391-1404, 12 09 (Form)

Comment: No "bodily injury" exclusion is noted. If that is included -

The expected or intended injury exclusion must be modified to make an exception for an individual's right to use reasonable force to protect/defend themselves, their property or others within the parameters cited in RSA 627:4.

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Objection 5

- Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage, 391-1404, 12 09 (Form)

Comment: A bankruptcy condition is missing from this form. What is your intent in that regard?

Objection 6

- Advisory Notice to Policyholder Condominium Directors and Officers Liability, 391-1434, 12 09 (Form)

Comment: If you have an amendatory endorsement that is being added to remove lead from the exclusion, then the notice form should not say the opposite. Please re-visit that form.

Objection 7

- Exclusion - Imported Products, 473-1169, 12 09 (Form)
- Exclusion - Personal and Advertising Injury from Internet Activities, 473-1170, 12 09 (Form)
- Exclusion - Professional Services, 473-1171, 12 09 (Form)
- Excess Printers and Graphic Arts Errors and Omissions Liability Coverage, 473-1172, 12 09 (Form)
- Commercial Liability Umbrella Direct Mailing Services Endorsement, 473-1173, 12 09 (Form)
- Excess Printers and Graphic Arts Cost to Correct, 473-1174, 12 09 (Form)
- Commercial Liability Umbrella Cost of Mailing Corrections Exclusion, 473-1175, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Coverage, 473-1176, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability - 3 year ERP, 473-1177, 12 09 (Form)
- Excess Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion, 473-1178, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Developer, Sponsor, Contractor Exclusion, 473-1179, 12 09 (Form)
- Exclusion - Infringement of Copyright, Patent, Trademark or Trade Secret - Changes, 473-1180, 12 09 (Form)
- Personal and Advertising Injury Redefined, 473-1181, 12 09 (Form)
- Cemetary Professional Follow Form Liability Insurance, 473-1061, 11 08 (Form)

Comment: Former Objection #4 is re-submitted

Referenced Filing Number HNVR-126042601 did not call attention to the "toi"/Umbrella issue in error. Fortunately, few forms were involved. This is an error by current procedures and will not be continued.

Umbrella and Excess Forms have their own "toi". They must be filed and results reported under that "toi", not combined with others. These forms must be withdrawn and re-filed under the correct "toi". Continued refusal will result in disapproval of this filing.

You are welcome to call me if you have questions.

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Objection 8

- withdrawn, withdrawn, withdrawn (Form)

Comment: Per your response to former Objection #5, "Form 391-1457 replaces form 391-1327 and removes the "disability" from the definition of bodily injury."

A copy of Form 391-1457 was not included with that response and does not appear on the Forms Schedule as it should. Please provide a copy of that form.

Review will continue when we receive your reply. In the absence of any response, by 01/21/2010, this filing will be disapproved. Extensions will not be granted without good cause shown, RSA 400-A:16 II.

Sincerely,
Steve Towne

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/19/2010
Submitted Date	01/19/2010

Dear Steve Towne,

Comments:

In regard to your objection of 01/06/10, I have responded as follows:

Response 1

Comments: NH amendment has been developed and attached to address intra family claims. Please refer to form 391-1460.

Related Objection 1

Applies To:

- Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage, 391-1404, 12 09 (Form)

Comment:

No liability policy issued or delivered in this state shall contain any exclusion which would preclude coverage for intra-family or inter-spousal claims. RSA 412:5 II

Changed Items:

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No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
New Hampshire Changes - Businessowners Printers and Graphic Arts Errors and Omission Liability Coverage	391-1460	01 10	Endorsement/Amendment/Conditions	New			391-1460 01 10 New Hampshire Changes - Printers and Graphi.pdf

No Rate/Rule Schedule items changed.

Response 2

Comments: Exclusion g. excludes "bodily injury", as well as "property damage" and "personal and advertising injury".

Related Objection 1

Applies To:

- Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage, 391-1404, 12 09 (Form)

Comment:

No "bodily injury" exclusion is noted. If that is included -

The expected or intended injury exclusion must be modified to make an exception for an individual's right to use reasonable force to protect/defend themselves, their property or others within the parameters cited in RSA 627:4.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

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No Rate/Rule Schedule items changed.

Response 3

Comments: "bankruptcy condition" is not eliminated. The introduction to the condition section indicates the endorsement adds to the underlying BOP policy conditions. No conditions on the BOP are deleted; the E & O endorsement adds additional conditions.

Related Objection 1

Applies To:

- Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage, 391-1404, 12 09 (Form)

Comment:

A bankruptcy condition is missing from this form. What is your intent in that regard?

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 4

Comments: Form 391-1434 replaced by form 391-1461. The lead exclusion is removed from the policyholder notice.

Related Objection 1

Applies To:

- Advisory Notice to Policyholder Condominium Directors and Officers Liability, 391-1434, 12 09 (Form)

Comment:

If you have an amendatory endorsement that is being added to remove lead from the exclusion, then the notice form should not say the opposite. Please re-visit that form.

Changed Items:

No Supporting Documents changed.

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Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
withdrawn	withdrawn	withdrawn	Endorsement/Amendment/Conditions	Withdrawn		0.000	
Previous Version							
Advisory Notice to Policyholder Condominium Directors and Officers Liability	391-1434	12 09	Endorsement/Amendment/Conditions	New		0.000	391-1434 12 09 BOP Advisory Notice to Policyholders-Condo.pdf
Businessowners Forms Revision Advisory Notice to Policyholders	391-1461	12 09	Disclosure/Notice	New			391-1461 12 09 BOP Advisory Notice to Policyholders-Condo.pdf

No Rate/Rule Schedule items changed.

Response 5

Comments: Forms have been withdrawn.

Related Objection 1

Applies To:

- Exclusion - Imported Products, 473-1169, 12 09 (Form)
- Exclusion - Personal and Advertising Injury from Internet Activities, 473-1170, 12 09 (Form)
- Exclusion - Professional Services, 473-1171, 12 09 (Form)
- Excess Printers and Graphic Arts Errors and Omissions Liability Coverage, 473-1172, 12 09 (Form)

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- Commercial Liability Umbrella Direct Mailing Services Endorsement, 473-1173, 12 09 (Form)
- Excess Printers and Graphic Arts Cost to Correct, 473-1174, 12 09 (Form)
- Commercial Liability Umbrella Cost of Mailing Corrections Exclusion, 473-1175, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Coverage, 473-1176, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability - 3 year ERP, 473-1177, 12 09 (Form)
- Excess Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion, 473-1178, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Developer, Sponsor, Contractor Exclusion, 473-1179, 12 09 (Form)
- Exclusion - Infringement of Copyright, Patent, Trademark or Trade Secret - Changes, 473-1180, 12 09 (Form)
- Personal and Advertising Injury Redefined, 473-1181, 12 09 (Form)
- Cemetary Professional Follow Form Liability Insurance, 473-1061, 11 08 (Form)

Comment:

Former Objection #4 is re-submitted

Referenced Filing Number HNVR-126042601 did not call attention to the "toi"/Umbrella issue in error. Fortunately, few forms were involved. This is an error by current procedures and will not be continued.

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You are welcome to call me if you have questions.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
withdrawn	withdrawn	withdrawn	Endorsement/Amendment	Withdrawn		0.000	

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/Conditions

Previous Version

Exclusion - Imported 473-1169 12 09 Endorsement/AmendmentNew 0.000 473-1169
 Products /Conditions 12 09
 UmbrellaE
 xclusion-
 Imported
 Productsfi
 nal.pdf

withdrawn withdrawn withdrawn Endorsement/AmendmentWithdrawn 0.000
 /Conditions

Previous Version

Exclusion - Personal 473-1170 12 09 Endorsement/AmendmentNew 0.000 473-1170
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SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

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SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

/Conditions

Previous Version

Excess	473-1176	12 09	Endorsement/Amendment	New	0.000	473-1176
Businessowners			/Conditions			12 09
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			/Conditions			

Previous Version

Excess	473-1177	12 09	Endorsement/Amendment	New	0.000	473-1177
Businessowners			/Conditions			12 09
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			/Conditions			

Previous Version

Excess Condominium,	473-1178	12 09	Endorsement/Amendment	New	0.000	473-1178
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SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

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Previous Version

Exclusion - 473-1180 12 09 Endorsement/AmendmentNew 0.000 473-1180
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 /Conditions

Previous Version

Personal and 473-1181 12 09 Endorsement/AmendmentNew 0.000 473-1181

<i>SERFF Tracking Number:</i>	<i>HNVR-126395292</i>	<i>State:</i>	<i>New Hampshire</i>	
<i>First Filing Company:</i>	<i>Massachusetts Bay Insurance Company, ...</i>	<i>State Tracking Number:</i>		
<i>Company Tracking Number:</i>	<i>ML-CW-09747-01F</i>			
<i>TOI:</i>	<i>05.0 CMP Liability and Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>	
<i>Product Name:</i>	<i>Avenues BOP</i>			
<i>Project Name/Number:</i>	<i>Avenues BOP NH/ML-CW-09747-01F</i>			
Advertising Injury	/Conditions			12 09
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withdrawn	withdrawn withdrawn	Endorsement/Amendment	Withdrawn	0.000
		/Conditions		
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<i>Cemetary Professional</i>	<i>473-1061 11 08</i>	<i>Endorsement/Amendment</i>	<i>New</i>	<i>0.000</i>
<i>Follow Form Liability</i>		<i>/Conditions</i>		
<i>Insurance</i>				473-1061 Umbrella Cemetery Profession al Liability.pd f

No Rate/Rule Schedule items changed.

Response 6

Comments: Please see attached form 391-1457.

Related Objection 1

Applies To:

- withdrawn, withdrawn, withdrawn (Form)

Comment:

Per your response to former Objection #5, "Form 391-1457 replaces form 391-1327 and removes the "disability" from the definition of bodily injury."

A copy of Form 391-1457 was not included with that response and does not appear on the Forms Schedule as it should. Please provide a copy of that form.

Changed Items:

No Supporting Documents changed.

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
New Hampshire - Cemetary Professional Liability Insurance	391-1457	01 10	Endorsement/Amendment/Conditions	New			391-1457 01 10 New Hampshire Cemetary Professional Liabili.pdf

No Rate/Rule Schedule items changed.

Response 7

Comments: NH ERP provisions are added to the amendatory endorsement . Please refer to form 391-1456.

Related Objection 1

Applies To:

- Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement, 391-0863, 12 09 (Form)

Comment:

In all cases of claims-made policy termination:

1. Applies to termination for any reason, including non-payment of premium; months;
5. The Optional or Supplemental ERP may be subordinated to payment of sums due for the period of coverage; and once paid, the Optional or Supplemental ERP may not be cancelled.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	Attach
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SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

	Number	Date	Specific Data	Score	Document
New Hampshire Changes - Businessowners Condominium, Co-Op, Association - Directors and Officers Liability	391-1456	01 10	Endorsement/AmendmentNew /Conditions		391-1456 01 10 New Hampshire Changes - Businessowners Cond.pdf

No Rate/Rule Schedule items changed.

Response 8

Comments: "bankruptcy condition" is not eliminated. The introduction to the condition section indicates the endorsement adds to the underlying BOP policy conditions. No conditions on the BOP are deleted; the D & O endorsement adds additional conditions.

Related Objection 1

Applies To:

- Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement, 391-0863, 12 09 (Form)

Comment:

You have eliminated the "bankruptcy condition" and no replacement was noted. What is your intent in this regard.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,
 Michele Holm

SERFF Tracking Number: HNVN-126395292 State: New Hampshire
First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
Company Tracking Number: ML-CW-09747-01F
TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
Product Name: Avenues BOP
Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Objection Letter

Objection Letter Status Filing will be Disapproved if reply is not received by the 10th business day
Objection Letter Date 12/30/2009
Submitted Date 12/30/2009
Respond By Date 01/14/2010

Dear Michele Holm,

After review of this filing, we have the following question(s)/comment(s).

Objection 1

- Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement, 391-0863, 12 09 (Form)
- Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion, 391-1063, 12 09 (Form)
- Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage, 391-1404, 12 09 (Form)

Comment: Any form replaced by another must be accompanied by a "side-by-side" comparison that clearly shows the CHANGES, ADDITIONS AND DELETIONS being filed in your revised forms. Your filing must further explain if the change(s) creates a reduction or restriction, broadening or neutral result. This explanation is required for each form replaced within this submission.

Failure to comply with this submission requirement will result in a filing rejection.

These side-by-side comparisons are to be attached under the Forms tab and not under the Supporting Documents tab.

Objection 2

- Exclusion - Designated Work, 391-1428, 12 09 (Form)

Comment: A copy of this endorsement was not attached for review. Please provide a copy of this form.

Objection 3

- Advisory Notice to Policyholder Condominium Directors and Officers Liability, 391-1434, 12 09 (Form)

Comment: I have not reviewed 391-0863 as a side-by-side comparison was not attached, however, this Advisory Notice indicates that lead is excluded from coverage. NH does not permit the exclusion of lead.

Objection 4

- Exclusion - Imported Products, 473-1169, 12 09 (Form)
- Exclusion - Personal and Advertising Injury from Internet Activities, 473-1170, 12 09 (Form)
- Exclusion - Professional Services, 473-1171, 12 09 (Form)
- Excess Printers and Graphic Arts Errors and Omissions Liability Coverage, 473-1172, 12 09 (Form)

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
Company Tracking Number: ML-CW-09747-01F
TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
Product Name: Avenues BOP
Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

- Commercial Liability Umbrella Direct Mailing Services Endorsement, 473-1173, 12 09 (Form)
- Excess Printers and Graphic Arts Cost to Correct, 473-1174, 12 09 (Form)
- Commercial Liability Umbrella Cost of Mailing Corrections Exclusion, 473-1175, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Coverage, 473-1176, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability - 3 year ERP, 473-1177, 12 09 (Form)
- Excess Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion, 473-1178, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Developer, Sponsor, Contractor Exclusion, 473-1179, 12 09 (Form)
- Exclusion - Infringement of Copyright, Patent, Trademark or Trade Secret - Changes, 473-1180, 12 09 (Form)
- Personal and Advertising Injury Redefined, 473-1181, 12 09 (Form)
- Cemetary Professional Follow Form Liability Insurance, 473-1061, 11 08 (Form)

Comment: Umbrella and excess coverages, while sold in combination with a BOP, are not coverages that are included under the BOP TOI. Please Withdraw these forms from this filing and refile under the Umbrella/Excess TOI.

Objection 5

- Cemetary Professional Liability Insurance, 391-1327, 11 08 (Form)

Comment: The definition of BI includes "disability". Disability is an Accident and Health exposure and not a P&C exposure. Please remove from the definition of BI.

Review will continue when we receive your reply. In the absence of any response, by the Respond-By-Date noted above, this filing will be disapproved. Extensions will not be granted without good cause shown, RSA 400-A:16 II.

Sincerely,

Lorette Gendron

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/05/2010
Submitted Date	01/05/2010

Dear Steve Towne,

Comments:

In regard to your objection of 12/30/09, I have responded as follows:

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Response 1

Comments: Please see attached side by side comparisons for the replaced forms.

Related Objection 1

Applies To:

- Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement, 391-0863, 12 09 (Form)
- Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion, 391-1063, 12 09 (Form)
- Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage, 391-1404, 12 09 (Form)

Comment:

Any form replaced by another must be accompanied by a "side-by-side" comparison that clearly shows the CHANGES, ADDITIONS AND DELETIONS being filed in your revised forms. Your filing must further explain if the change(s) creates a reduction or restriction, broadening or neutral result. This explanation is required for each form replaced within this submission.

Failure to comply with this submission requirement will result in a filing rejection.

These side-by-side comparisons are to be attached under the Forms tab and not under the Supporting Documents tab.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement	391-0863	12 09	Endorsement/Amendment/Conditions	Replaced	391-0863 09/03	0.000	391-0863 12 09 BOP Claims Made D and O Endorsement

SERFF Tracking Number: HNVN-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

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Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement	391-0863 12 09	Endorsement/Amendment Replaced /Conditions	391-0863 0.000 09/03	391-0863 12 09 BOP Claims Made D and O Endorsement. ent.defens e outside.pdf
Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion	391-1063 12 09	Endorsement/Amendment Replaced /Conditions	391-1063 0.000 11/99	391-1063 12 09 BOP CONDO ENDORS EMENT REMOVING INSURANCE EX.pdf,39 1-1063 Condo Assoc Insurance

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

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Previous Version

Condominium, Co-Op, 391-1063 12 09 Endorsement/Amendment Replaced 391-1063 0.000 391-1063
 Association - Directors /Conditions 11/99 12 09
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Businessowners 391-1404 12 09 Endorsement/Amendment Replaced BP0804 0.000 391-1404
 Printers and Graphic /Conditions 07/02 12 09
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No Rate/Rule Schedule items changed.

SERFF Tracking Number: *HNVR-126395292* State: *New Hampshire*
 First Filing Company: *Massachusetts Bay Insurance Company, ...* State Tracking Number:
 Company Tracking Number: *ML-CW-09747-01F*
 TOI: *05.0 CMP Liability and Non-Liability* Sub-TOI: *05.0002 Businessowners*
 Product Name: *Avenues BOP*
 Project Name/Number: *Avenues BOP NH/ML-CW-09747-01F*

Response 2

Comments: Form 391-1428 has been attached per your request.

Related Objection 1

Applies To:

- Exclusion - Designated Work, 391-1428, 12 09 (Form)

Comment:

A copy of this endorsement was not attached for review. Please provide a copy of this form.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Exclusion - Designated Work	391-1428	12 09	Endorsement/Amendment/Conditions	New		0.000	391-1428 12 09 Exclusion - Designated Work.pdf

Previous Version

Exclusion - Designated Work	391-1428	12 09	Endorsement/Amendment/Conditions	New		0.000	
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No Rate/Rule Schedule items changed.

Response 3

Comments: Form 391 1456 is an amendatory endorsement attached whenever 391 0863 is on the policy. This form removes the lead exclusion from the form.

Related Objection 1

Applies To:

- Advisory Notice to Policyholder Condominium Directors and Officers Liability, 391-1434, 12 09 (Form)

SERFF Tracking Number: HNVN-126395292 State: New Hampshire
First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
Company Tracking Number: ML-CW-09747-01F
TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
Product Name: Avenues BOP
Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Comment:

I have not reviewed 391-0863 as a side-by-side comparison was not attached, however, this Advisory Notice indicates that lead is excluded from coverage. NH does not permit the exclusion of lead.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 4

Comments: Umbrella forms have been filed under XS CW 09772 01 - Serff Tracking number HNVN-126417644. We are not withdrawing the forms from our Businessowners Filing as they will be used on our BOP umbrella coverage part previously approved in New Hampshire under Serff Tracking Number HNVN-126042601 when the form is applicable.

Related Objection 1

Applies To:

- Exclusion - Imported Products, 473-1169, 12 09 (Form)
- Exclusion - Personal and Advertising Injury from Internet Activities, 473-1170, 12 09 (Form)
- Exclusion - Professional Services, 473-1171, 12 09 (Form)
- Excess Printers and Graphic Arts Errors and Omissions Liability Coverage, 473-1172, 12 09 (Form)
- Commercial Liability Umbrella Direct Mailing Services Endorsement, 473-1173, 12 09 (Form)
- Excess Printers and Graphic Arts Cost to Correct, 473-1174, 12 09 (Form)
- Commercial Liability Umbrella Cost of Mailing Corrections Exclusion, 473-1175, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Coverage, 473-1176, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability - 3 year ERP, 473-1177, 12 09 (Form)
- Excess Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion, 473-1178, 12 09 (Form)
- Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Developer, Sponsor, Contractor Exclusion, 473-1179, 12 09 (Form)
- Exclusion - Infringement of Copyright, Patent, Trademark or Trade Secret - Changes, 473-1180, 12 09 (Form)
- Personal and Advertising Injury Redefined, 473-1181, 12 09 (Form)

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

- Cemetary Professional Follow Form Liability Insurance, 473-1061, 11 08 (Form)

Comment:

Umbrella and excess coverages, while sold in combination with a BOP, are not coverages that are included under the BOP TOI. Please Withdraw these forms from this filing and refile under the Umbrella/Excess TOI.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 5

Comments: Form 391-1457 replaces form 391-1327 and removes the "disability" from the definition of bodily injury.

Related Objection 1

Applies To:

- Cemetary Professional Liability Insurance, 391-1327, 11 08 (Form)

Comment:

The definition of BI includes "disability". Disability is an Accident and Health exposure and not a P&C exposure. Please remove from the definition of BI.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
withdrawn	withdrawn	withdrawn	Endorsement/Amendment/Conditions	Withdrawn		0.000	

Previous Version

Cemetary Professional	391-1327	11 08	Endorsement/Amendment	New		0.000	391-1327
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SERFF Tracking Number: *HNVR-126395292* *State:* *New Hampshire*
First Filing Company: *Massachusetts Bay Insurance Company, ...* *State Tracking Number:*
Company Tracking Number: *ML-CW-09747-01F*
TOI: *05.0 CMP Liability and Non-Liability* *Sub-TOI:* *05.0002 Businessowners*
Product Name: *Avenues BOP*
Project Name/Number: *Avenues BOP NH/ML-CW-09747-01F*
Liability Insurance */Conditions*

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No Rate/Rule Schedule items changed.

Thank you.

Sincerely,
Michele Holm

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Form Schedule

Schedule Item	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Completed Review 01/06/2010	Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement	391-0863	12 09	Endorsement/Amendment/Conditions	Replaced Form #:0.000 391-0863 09/03 Previous Filing #:	0.000	391-0863 12 09 BOP Claims Made D and O Endorsement.defense outside.pdf 391-0863 BOP Claims Made D & O Side by Slide.pdf
Completed Review 01/06/2010	Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion	391-1063	12 09	Endorsement/Amendment/Conditions	Replaced Form #:0.000 391-1063 11/99 Previous Filing #:	0.000	391-1063 12 09 BOP CONDO ENDORSEMENT REMOVING INSURANCE EX....pdf 391-1063 Condo Assoc Insurance Exclusion Deletion Side bypdf
Completed Review 12/28/2009	Avenues Businessowners Pet Services Deluxe	391-1349	08 09	Endorsement/Amendment/Conditions	New	0.000	391-1349 08 09 Pet Services Deluxe

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Completed Review	Product Name	Policy Number	Effective Date	Endorsement/Condition	Amount	Attachment
Completed Review 12/29/2009	Avenues Deluxe Silver Architects and Engineers Broadening Endorsement	391-1385	10 09	Endorsement/Amendment/Conditions	0.000	Broadening Endorsement.t.pdf 391-1385 10 09 Avenues Businessowners Deluxe Silver Architects and Engineers Broadening Endorsement.t.pdf
Completed Review 12/29/2009	Avenues Deluxe Gold Architects and Engineers Broadening Endorsement	391-1386	10 09	Endorsement/Amendment/Conditions	0.000	391-1386 10 09 Avenues Businessowners Deluxe Gold Architects and Engineers Broadening Endorsement.t.pdf
Completed Review 12/29/2009	Avenues Deluxe Platinum Broadening Endorsement	391-1387	10 09	Endorsement/Amendment/Conditions	0.000	391-1387 10 09 Avenues Deluxe Platinum Broadening Endorsement.t.pdf
Completed Review 12/29/2009	Avenues Deluxe Gold Broadening Endorsement	391-1388	10 09	Endorsement/Amendment/Conditions	0.000	391-1388 10 09 Avenues Deluxe Gold Broadening Endorsement.t.pdf

SERFF Tracking Number: HNVR-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
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Completed Review 12/29/2009	Avenues Businessowners Deluxe Silver Broadening Endorsement	391-1389 10 09	Endorsement/Amendment/Conditions	New	0.000	391-1389 10 09 Avenues Deluxe Silver Broadening Endorsement.pdf
Completed Review 12/29/2009	Condominium Extension Endorsement	391-1390 12 09	Endorsement/Amendment/Conditions	New	0.000	391-1390 12 09 Condominium Extension Endorsement.pdf
Completed Review 12/29/2009	Protective Devices for Restaurants	391-1391 12 09	Endorsement/Amendment/Conditions	New	0.000	391-1391 12 09 Protective Safeguards for Restaurants.pdf
Completed Review 12/29/2009	Household Personal Property Coverage	391-1392 12 09	Endorsement/Amendment/Conditions	New	0.000	391-1392 12 09 Household Personal Property Coverage.pdf
Completed Review 12/29/2009	Guests' Property	391-1393 12 09	Endorsement/Amendment/Conditions	New	0.000	391-1393 12 09 Guests Property.pdf
Completed Review 12/29/2009	Apartment Extension Endorsement	391-1394 12 09	Endorsement/Amendment/Conditions	New	0.000	391-1394 12 09 Apartment Extension Endorsement.pdf
Completed Review	Building Owners Extension	391-1395 12 09	Endorsement/Amendment	New	0.000	391-1395 12 09 Building

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12/29/2009	Endorsement			ent/Condi tions		Owners Extension Endorsemen t.pdf
Completed Review	Hotel and Motel Extension	391-1396	12 09	Endorseme nt/Amendm ent/Condi tions	0.000	391-1396 12 09 Hotel and Motel Extension Endorsemen t.pdf
Completed Review	Manufacturers Extension	391-1397	12 09	Endorseme nt/Amendm ent/Condi tions	0.000	391-1397 12 09 Manufacture rs Extension Endorsemen t.pdf
Completed Review	Office, Processing and Service Extension Endorsement	391-1398	12 09	Endorseme nt/Amendm ent/Condi tions	0.000	391-1398 12 09 Office, Processing and Services Extension Endorsemen t.pdf
Completed Review	Automotive Services - Gasoline or Oil Contamination	391-1399	12 09	Endorseme nt/Amendm ent/Condi tions	0.000	391-1399 12 09 Automotive Services - Gasoline of Oil Contaminati on.pdf
Completed Review	Avenues Deluxe Gold Medical and Dental Offices Broadening Endorsement	391-1401	12 09	Endorseme nt/Amendm ent/Condi tions	0.000	391-1401 12 09 Avenues Deluxe Gold Medical and Dental Broadening End.pdf

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Completed Review	Avenues Technology Deluxe Gold Broadening Endorsement	391-1402 12 09	Endorsement/Amendment/Conditions	0.000	391-1402 12 09	Technology Deluxe Gold Broadening Endorsement.pdf
Completed Review	Avenues Businessowners Bronze Broadening Endorsement	391-1403 12 09	Endorsement/Amendment/Conditions	0.000	391-1403 10 09	Avenues Deluxe Bronze Broadening Endorsement.pdf
Completed Review	Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage	391-1404 12 09	Endorsement/Amendment/Conditions	Replaced Form #:0.000 BP0804 07/02 Previous Filing #:	391-1404 12 09	BOPPrinters EOForm.pdf 391-1404 v BP0804 Printers E&O Side by Side.pdf
Completed Review	Worldwide Coverage Territory	391-1405 12 09	Endorsement/Amendment/Conditions	0.000	391-1405 12 09	BOPWorldwideCoverage Territoryfinal_1.pdf
Completed Review	Exclusion - Personal and Advertising Injury from Internet Activities	391-1406 12 09	Endorsement/Amendment/Conditions	0.000	391-1406 12 09	BOPAllInternetActivitiesFinal.pdf
Completed Review	Exclusion - Professional Services	391-1407 12 09	Endorsement/Amendment/Conditions	0.000	391-1407 12 09	BOPBExclusion-

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12/29/2009	Completed Exclusion - Imported Products	391-1408	12 09	Endorsement/Conditions	0.000	391-1408 12 09 BOPExclusion-Imported Productsfinal .pdf
12/29/2009	Completed Businessowners Review Cost of Mailing Corrections Exclusion	391-1409	12 09	Endorsement/Conditions	0.000	391-1409 12 09 BOPCost of Mailing Corrections Exclusionfinal.pdf
12/29/2009	Completed Businessowners Review Cost to Correct, Repair or Replace	391-1410	12 09	Endorsement/Conditions	0.000	391-1410 12 09 BOPCost to Correct endorsementfinal.pdf
12/29/2009	Completed Businessowners Review Direct Mailing Services Endorsement	391-1411	12 09	Endorsement/Conditions	0.000	391-1411 12 09 BOPDirect mailing endorsementfinal.pdf
12/29/2009	Completed Businessowners Review Condominium, Co-Op, Association - Directors & Officers Liability Purchased Extended Reporting Period Endorsement - 3 years	391-1412	12 09	Endorsement/Conditions	0.000	391-1412 12 09 BUSINESSOWNERS CONDOMINIUM EXTENDED REPORTING ENDORSEMENT.pdf
12/29/2009	Completed Employee	391-1413	12 09	Endorsement/Conditions	0.000	391-1413 12

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Review	Benefits Liability			nt/Amendm		09 Employee
12/29/2009	Coverage			ent/Condi		Benefits
				ons		Liability
						Coverage.pdf
Completed	Food	391-1414	12 09	Endorseme New	0.000	391-1414 12
Review	Contamination			nt/Amendm		09 Food
12/29/2009				ent/Condi		Contaminati
				ons		on.pdf
Completed	Businessowners	391-1415	12 09	Endorseme New	0.000	391-1415 12
Review	Condominium,			nt/Amendm		09 Condo D
12/29/2009	Co-Op,			ent/Condi		O additional
	Association -			ons		insured
	Directors &					endorsement
	Officers					.pdf
	Additional					
	Insureds					
Completed	Businessowners	391-1416	12 09	Endorseme New	0.000	391-1416 12
Review	Condominium,			nt/Amendm		09
12/29/2009	Co-Op,			ent/Condi		Endorsemen
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	Officers Liability					sordeveloper
	Developer,					.pdf
	Sponsor,					
	Contractor					
	Exclusion					
Completed	Exclusion -	391-1417	12 09	Endorseme New	0.000	391-1417 12
Review	Infringement of			nt/Amendm		09
12/29/2009	Copyright, patent,			ent/Condi		BOPExclusio
	Trademark or			ons		n-
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Completed	Personal and	391-1418	12 09	Endorseme New	0.000	391-1418 12

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Review Advertising Injury 12/29/2009 Redefined			nt/Amendm ent/Condi ons		09 BOPExclusio n- Personaland AdvertisingIn juryRedefine dfinal.pdf
Completed Total Exclusion - Review Tanning 12/29/2009 Operations	391-1419	12 09	Endorseme New nt/Amendm ent/Condi ons	0.000	391-1419 12 09 BOPTotal Exclusion Tanningfinal. pdf
Completed Product/Comple Review ed Operations 12/29/2009 Hazard Redefined	391-1420	12 09	Endorseme New nt/Amendm ent/Condi ons	0.000	391-1420 12 09 BOP Products redefined fianl.pdf
Completed Garage Review Operations - 12/29/2009 Broad Form Products Coverage	391-1421	12 09	Endorseme New nt/Amendm ent/Condi ons	0.000	391-1421 12 09 BOPBroade nedProducts Garagefinal. pdf
Completed Extended Broad Review Form Property 12/29/2009 Damage	391-1422	12 09	Endorseme New nt/Amendm ent/Condi ons	0.000	391-1422 12 09 BOPExte dBroadForm PropertyDa magewithvar iablelimitfinal .pdf
Completed Garagekeepers Review Legal Liablity 12/29/2009	391-1423	12 09	Endorseme New nt/Amendm ent/Condi ons	0.000	391-1423 12 09 BOPGARAG EKEEPERS - Legal Liability

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Review Date	Exclusion Description	Policy Number	Effective Date	Endorsement/Conditions	Amount	Attachment
Completed Review 12/29/2009	Exclusion - Designated Ongoing Operations	391-1424	12 09	Endorsement/Conditions	0.000	Coverage.pdf 391-1424 12 09 BOPExclusion-DesignatedOngoingoperationsfinal.pdf
Completed Review 12/30/2009	Exclusion - All Hazards in Connection with Designated Premises	391-1425	12 09	Endorsement/Conditions	0.000	391-1425 12 09 BOPExclusion-Allhazardsinconnectionwiththedesgpremsfinal.pdf
Completed Review 12/30/2009	Exclusion - All Hazards in Connection with Designated Premises or Operations	391-1426	12 09	Endorsement/Conditions	0.000	391-1426 12 09 BOPExclusion-AllHazardsinconnectionwithDesignatedPremisesorOperationsfinal.pdf
Completed Review 12/30/2009	Water Back-up and Sump overflow	391-1427	12 09	Endorsement/Conditions	0.000	391-1427 12 09 Water Back-up and Sump overflow.pdf
Completed Review 01/06/2010	Exclusion - Designated Work	391-1428	12 09	Endorsement/Conditions	0.000	391-1428 12 09 Exclusion - Designated Work.pdf
Completed Review	Snow Plow Products -	391-1429	12 09	Endorsement/Conditions	0.000	391-1429 12 09 Snow

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12/30/2009	Completed Operations			ent/Condi ons			Plow Products - Completed Operations Hazard Coverage.pdf
12/30/2009	Completed Exclusion - Review Designated Products	391-1430	12 09	Endorseme nt/Amendm ent/Condi ons	0.000	391-1430 12 09 Exclusion - Designated Products.pdf	
12/30/2009	Completed Exclusion - Review Product- Completed Operations	391-1431	12 09	Endorseme nt/Amendm ent/Condi ons	0.000	391-1431 12 09 Exclusion - Product- Completed Operations Hazard.pdf	
12/30/2009	Completed Designated Review Construction Project(s) General Aggregate Limit	391-1432	12 09	Endorseme nt/Amendm ent/Condi ons	0.000	391-1432 12 09 Designated Construction Project(s) General Aggregate Limit.pdf	
12/30/2009	Information Advisory Notice al to Policyholder Printers Errors and Omissions	391-1433	12 09	Endorseme nt/Amendm ent/Condi ons	0.000	391-1433 12 09 BOP Advisory Notice to Policyholder s- Print....pdf	
02/09/2010	Withdrawn withdrawn	withdrawn	withdrawn	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.000	Previous Filing #:	
02/09/2010	Withdrawn withdrawn	withdrawn	withdrawn	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.000	Previous Filing #:	

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Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorsement/Amendment/Conditionals	Withdrawn	Replaced Form #:0.000 Previous Filing #:

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02/09/2010			nt/Amendm ent/Condi ons	Previous Filing #:	
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:	0.000
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:	0.000
Withdrawn 02/09/2010	withdrawn	withdrawn	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:	0.000
Withdrawn 01/06/2010	withdrawn	withdrawn	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:	0.000
Completed Review 02/09/2010	New Hampshire - Cemetary Professional Liability Insurance	391-1457 01 10	Endorseme nt/Amendm ent/Condi ons	New Hampshire Cemetary Professional Liabili....pdf	391-1457 01 10 New Hampshire Cemetary Professional Liabili....pdf
Completed Review 02/09/2010	New Hampshire Changes - Businessowners Condominium, Co-Op, Association - Directors and Officers Liability	391-1456 01 10	Endorseme nt/Amendm ent/Condi ons	New Hampshire Changes - Businessow ners Cond....pdf	391-1456 01 10 New Hampshire Changes - Businessow ners Cond....pdf
Completed Review 02/09/2010	New Hampshire Changes - Businessowners Printers and Graphic Arts	391-1460 01 10	Endorseme nt/Amendm ent/Condi ons	New Hampshire Changes - Printers and	391-1460 01 10 New Hampshire Changes - Printers and

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Errors and
 Omission Liability
 Coverage

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Completed Businessowners 391-1461 12 09 Disclosure/ New
 Review Forms Revision Notice
 02/09/2010 Advisory Notice
 to Policyholders

391-1461 12
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THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION - DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT

CLAIMS-MADE WARNING

NOTICE: THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS COVERAGE PART APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Schedule

This insurance does not apply to "wrongful acts" committed before the Retroactive Date, if any, shown here.
Retroactive Date:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations)

Except as modified by this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

A. Coverage

because of a "wrongful act" to which this insurance does not apply.

1. Insuring Agreement

For purposes of the coverage provided by this endorsement, **Section II – Liability A. Coverages** of the Businessowners Coverage Form is amended to add the following:

We may at our discretion investigate any "wrongful act" and settle any "claim" or "suit" that may result. But:

3. Directors and Officers Liability

We will pay on behalf of the insured all sums which the insured becomes legally obligated to pay as "damages" because of a "wrongful act" to which this insurance applies.

I. The amount we will pay for "damages" is limited as described in the Declarations and **Section III – Limits of Insurance and Deductible**; and

We will have the right and duty to defend the insured against any "suit" seeking "damages" because of a "wrongful act" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" seeking "damages"

II. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered under this endorsement unless explicitly provided for under **Section II – Liability, f. Coverage Extension – Supplementary Payments.**

This insurance applies to a “wrongful act” only if:

- (1) The “wrongful act” took place in the “coverage territory” on or after the Retroactive Date, if any, shown in the Schedule and before the end of the policy period;
- (2) The “claim” for “damages” because of the “wrongful act” is first made against you during the policy period or any Extended Reporting Period; and
- (3) Prior to the inception date of the first **Businessowners Condominium, Co-op, Association – Directors and Officers Liability Endorsement** issued and continuously renewed by us, the insured had no knowledge of any “wrongful act”, fact, circumstance or situation from which it could reasonably be expected that a “claim” could arise.

All “claims” arising out of the same “wrongful act” or “interrelated wrongful acts” committed by one or more insureds shall be considered a single “claim”. Such single “claim” shall be deemed to be first made on the date the initial “claim” arising out of such “wrongful act” or “interrelated wrongful acts” was first made.

Further, all “claims” for “damages” made by the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. “Damages” arising out of statutory or common law relating to the purchase, sale or disposition of securities.
- c. Salary, compensation or bonuses voted to or denied to any insured by the directors, officers and trustees of the Named Insured.

- d. The advising or requiring, or failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, either with respect to the insured or any other person, firm or organization.
 - e. Gaining any profit, remuneration or advantage to which any insured was not legally entitled.
 - f. Nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.
 - g. Any obligation you may have to pay under any workers compensation act, employers liability law, unemployment compensation law, disability benefit law, or any similar local, state, federal or foreign law or regulation.
 - h. Damages from:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any “pollutants” at any time; or
 - (2) Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
 - (3) A “claim” made or “suit” brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”;
- Including without limitation any “claim” by or on behalf of the association.
- i. Any actual or alleged:
 - (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos; or
 - (2) Use of asbestos in constructing or

manufacturing any good, product or structure; or

- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure; or
- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Product manufactured, sold, handled or distributed by or on behalf of you which contains asbestos; or
- (6) Acts or omissions by you in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of asbestos, asbestos fibers or products containing asbestos.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

- j. Any "claim" for breach of any oral, written or implied contract or agreement, or the assumption of liability by any insured under a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- k. The rendering of or failure to render any professional service:
 - (1) By you; or
 - (2) On your behalf; or
 - (3) For whom the insured assumed liability by reason of a contract or agreement, regardless of whether or not any such service, advice or instruction is ordinary to any insured's profession.
- l. "Damages" expected or intended from the standpoint of the insured, as well as "damages" arising out of any willful, dishonest, fraudulent, criminal, or malicious act, error or omission committed by the insured or any person

for whom the insured is legally responsible.

- m. "Damages" sustained by any insured that arise out of the activities of any other person or organization qualifying as an insured under this policy.
- n. "Damages" to:
 - (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
 - (2) The spouse, "domestic partner", child, parent, brother or sister of that person as a consequence of "damages" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
 - (2) Whether you may be liable as an employer or in any other capacity; and
 - (3) To any obligation to share "damages" with or repay someone else who must pay damages because of the injury.
- o. "Damages" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that

may be infected with and spread a communicable disease;

- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities.

p. "Damages":

- (1) which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; and
- (2) any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any fungi or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

q. "Damages" arising out of any actual or alleged lead poisoning due to:

- (1) inhaling, ingesting or prolonged physical exposure by any person to any premises, structure, goods or products containing lead; or
- (2) the use of lead in constructing or manufacturing any good, product or structure; or
- (3) intentional or accidental removal including encapsulation, dispersal, sealing or disposal of any good, product or structure containing lead; or

- (4) the manufacturing, transportation, storage or disposal of goods or products containing lead; or
- (5) any product manufactured, sold, handled or distributed by or on behalf of the insured which contains lead; or
- (6) acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of products or materials containing lead.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

r. "Damages" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. WHO IS AN INSURED

For purposes of the coverage provided by this endorsement, **Section II C. Who Is An Insured** is replaced with the following:

Each of the following is an insured:

1. You;
2. Your past, present, or future directors, officers, or trustees but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
3. The lawful spouse or "domestic partner" of an insured under item 2. above, but solely with respect to such spouse's or "domestic partner's" status as a spouse or "domestic partner", or such spouse's or "domestic partner's" ownership interest in property that a claimant seeks as recovery for an alleged "wrongful act", and not for "wrongful acts" actually or allegedly committed by the spouse or "domestic partner".
4. You are also an insured with respect to "claims" for which you may be obligated to indemnify your past, present or future directors, officers, or trustees; and
5. Your "employees" and "volunteer workers", while acting within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "damages":
 - (1) to you, your past, present or future directors, officers, or trustees, a co-"employee" or "volunteer worker" in the course of his or her employment or while performing duties related to the conduct of your business;
 - (2) to the spouse, "domestic partner", child, parent, brother or sister of your past, present or future directors, officers, or trustees, a co-"employee" or "volunteer worker" as a consequence of paragraph (1) above; or
 - (3) for which there is any obligation to share damages with or repay someone else who must pay "damages" because of the claim described in paragraphs a. (1) or (2) above.
6. Any person or organization acting as real estate property manager for the Named Insured while performing real estate management duties for the Named Insured, but only with respect to

liability for "wrongful acts" committed at the express direction of the Named Insured. However, your real estate property manager is not an insured for "claims" or "suits" brought against them by you.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

C. LIMITS

For purposes of the coverage provided by this endorsement, **Section II D. Liability and Medical Expenses Limits of Insurance** is replaced with the following:

1. The Limit of Insurance, which is equal to the Liability and Medical Expense Limit shown on the Declarations, and the rules below fix the most we will pay for the sum of all "damages" arising out of any one "wrongful act", regardless of the number of:
 - a. insureds;
 - b. "claims" made or "suits" brought; or
 - c. persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit, which is equal to the Limit of Insurance, is the most we will pay for the sum of all "damages" for all "wrongful acts" during the policy period.
3. All "claims" arising from a single "wrongful act" or a series of "interrelated wrongful acts" shall be deemed to be a single "claim".

4. The Limits of Insurance provided by this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

D. CONDITIONS

For purposes of the coverage provided by this endorsement **Section II E. Liability and Medical Expenses General Conditions, 2. Duties In The Event Of Occurrence, Offense, "Claim" or "Suit"** is amended to include the following:

- a. You must see to it that we are notified as soon as practicable of any "claim" or "wrongful act" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "claim" or "wrongful act" took place;
 - (2) How and when you became aware of the "claim" or "wrongful act";
 - (3) The names and addresses of any persons who were involved in the "wrongful act", who potentially sustained damages, and any witnesses; and
 - (4) The nature and location of any damage arising out of the "wrongful act".
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with a "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the

"claim" or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "wrongful acts" to which this insurance may also apply.
- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.
- d. It is our stated intent that the various coverage parts, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim. If this endorsement and any other coverage part or policy issued to the named insured by us, or any company affiliated with us, apply to the same "claim", "wrongful act", occurrence, offense, accident or loss, the maximum Limit of Insurance under all such coverage parts, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, endorsement or policy.

E. EXTENDED REPORTING PERIOD

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

1. AUTOMATIC EXTENDED REPORTING PERIOD

For no additional premium, we will provide an Automatic Extended Reporting Period for the coverage granted under this endorsement, with respect to any "claim" first made during a period of 60 days after the policy termination date, but only with respect to any "wrongful act" committed prior to the end of the policy period and otherwise covered under the endorsement. The Automatic Extended Reporting Period shall not apply to you if you have

purchased insurance from us or any other insurer covering such "claim". An Automatic Extended Reporting Period will not apply if we cancel for nonpayment of premium.

2. OPTIONAL EXTENDED REPORTING PERIOD

- a. If this endorsement is canceled or not renewed, you shall have the right, upon payment of an additional premium, to a three year extension of the Reporting Period for any "claim" first made and reported against you after the date upon which the policy period ends, but only with respect to "wrongful acts" committed prior to the end of the policy period and otherwise covered by this endorsement. Such period shall be referred to as the Optional Extended Reporting Period. If the Optional Extended Reporting Period is purchased, then the Automatic Extended Reporting Period, as described in Paragraph 1. above, does not apply. We will determine the additional premium in accordance with our rules and rates. The additional premium will not exceed 100% of the annual premium for this endorsement.
- b. You must request this Optional Extended Reporting Period in writing and must pay us the additional premium within 60 days following the date of such cancellation, nonrenewal or termination. If we do not receive your request and premium payment within 60 days following the date of such cancellation, nonrenewal or termination, your right to purchase the Optional Extended Reporting Period shall end.
- c. If similar insurance is in force covering any "claims" first made during this Optional Extended Reporting Period, coverage provided by this endorsement shall be excess over any such other insurance.
- d. If we cancel for non-payment of premium, you may purchase the Optional Extended Reporting Period

only after any earned premium due us is paid within 10 days after the date of cancellation or endorsement expiration, whichever comes first.

- e. All premiums paid for an Optional Extended Reporting Period shall be deemed fully earned as of the first day of the Optional Extended Reporting Period. The Optional Extended Reporting Period may not be canceled.
3. If the Optional Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for "claims" first received and recorded during the Optional Extended Reporting Period.

The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for Businessowners Condominium, Co-op, Association – Directors and Officers Liability Aggregate Limit.

Paragraph 2. of **C- Limits of Insurance** will be amended accordingly. The Each Claim Limit shown in the Declarations will then continue to apply as set forth in paragraph 1 of that section.

4. At the time of termination of coverage, any return premium due to you shall be credited toward the premium for the Optional Extended Reporting Period if you elect to buy this coverage.

If, at the time of termination, you owe any additional premium for coverage provided during the policy term, any premium received by us from you as payment for the Optional Extended Reporting Period shall first be applied to that additional premium.

F. DEFINITIONS

For the purposes of the coverage provided by this endorsement **SECTION II – LIABILITY F. Liability and Medical Expenses Definitions** is amended to include the following additional definitions:

1. "Claim" means any written demand presented for monetary "damages" for a "wrongful act" or a "suit" against you

arising from a "wrongful act" to which this insurance applies.

All "claims" made on account of a single "wrongful act" shall be treated as a single "claim" first made on the date the earliest of the "claims" was made, regardless of whether that date is before or during the policy period or, if applicable, during an Extended Reporting Period.

2. "Damages" means economic loss which an insured is legally obligated to pay for any "claim" to which this insurance applies and shall include judgments and settlements. "Damages" does not include fines or penalties imposed by law, punitive or exemplary damages or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
3. "Domestic Partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the Named Insured.
4. "Interrelated wrongful act" means all causally connected "wrongful acts".
5. "Wrongful act" means any actual or alleged error, omission, misstatement, misleading statement, neglect, breach of duty, or act by the insured, or any matter claimed against the insured solely by reason of their serving in an insured position or capacity. This does not apply to a position or capacity in any entity other than the named insured association, even if the named insured association directed or requested the insured to serve in such other position or capacity.

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION - DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT

CONDOMINIUM ASSOCIATION DIRECTORS AND OFFICERS LIABILITY INSURANCE

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

~~The word "insured" means any person or organization qualifying as such under **Section B – Who Is An Insured.**~~

~~Other words and phrases that appear in quotation marks have special meaning. Refer to **Section F – Definitions.**~~

CLAIMS-MADE WARNING

NOTICE: THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS COVERAGE PART APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Schedule

This insurance does not apply to "wrongful acts" committed before the Retroactive Date, if any, shown here.

Retroactive Date:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations)

Except as modified by this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

I. COVERAGE

Coverages

Insuring Agreement

For purposes of the coverage provided by this endorsement, **Section II – Liability A. Coverages** of the Businessowners Coverage Form is amended to add the following:

3. Directors and Officers Liability

We will pay on behalf of the insured all sums which the insured becomes legally obligated to pay as "damages" because of a "wrongful act" to which this insurance applies.

~~We will pay those sums the insured becomes legally obligated to pay as damages because of any "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages.~~

~~However, we will have no duty to defend the insured against any "suit" seeking damages for "wrongful acts" to which this insurance does not apply. We may at our discretion, investigate or settle any claim or "suit". But:~~

We will have the right and duty to defend the insured against any "suit" seeking "damages" because of a "wrongful act" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" seeking "damages" because of a "wrongful act" to which this insurance does not apply.

We may at our discretion investigate any "wrongful act" and settle any "claim" or "suit" that may result. But:

I. The amount we will pay for "damages" is limited as described in the Declarations and **Section III – Limits of Insurance and Deductible**; and

~~The amount we will pay for damages is limited as described in **Section C – Limits of Insurance**;~~

II. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

~~Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.~~

~~No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.~~

No other obligation or liability to pay sums or perform acts or services is covered under this endorsement unless explicitly provided for under **Section II – Liability, f. Coverage Extension – Supplementary Payments**.

This insurance applies to a "wrongful act" only if:

(1) The "wrongful act" took place in the "coverage territory" on or after the

Retroactive Date, if any, shown in the Schedule and before the end of the policy period;

(2) The "claim" for "damages" because of the "wrongful act" is first made against you during the policy period or any Extended Reporting Period; and

(3) Prior to the inception date of the first **Businessowners Condominium, Co-op, Association – Directors and Officers Liability Endorsement** issued and continuously renewed by us, the insured had no knowledge of any "wrongful act", fact, circumstance or situation from which it could reasonably be expected that a "claim" could arise.

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more insureds shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made.

Further, all "claims" for "damages" made by the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured.

~~This insurance applies to a "wrongful act" only if:~~

~~(1) The "wrongful act" occurs in the "coverage territory" during the policy period; and~~

~~(2) A claim for damages because of the "wrongful act" is made against any insured in accordance with paragraph c. below, during the policy period.~~

~~Paragraph (1) does not apply to a "wrongful act" that occurred in the "coverage territory" before the effective date of this policy if the insured had no knowledge of such act, could not reasonably foresee any circumstances which might result in a claim or "suit" and does not have any other insurance that is applicable to the "wrongful act".~~

~~a. A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received by any insured or by us, whichever comes first.~~

~~All claims for damages causing loss to the same person or organization will be deemed to have been made at the time the first of these claims is made against the insured.~~

Exclusions

This insurance does not apply to:

- a. "Bodily injury", ~~to any person or "property damage" to any property "property damage",~~ or "personal and advertising injury".
- b. "Damages" arising out of statutory or common law relating to the purchase, sale or dis-position of securities.
- c. Salary, compensation or bonuses voted to or denied to any insured by the directors, officers and trustees of the Named Insured.
- d. The advising or requiring, or failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, either with respect to the insured or any other person, firm or organization.
- e. Gaining any profit, remuneration or advantage to which any insured was not legally entitled.
- f. Nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.
- g. Any obligation you may have to pay under any workers compensation act, employers liability law, unemployment compensation law, disability benefit law, or any similar local, state, federal or foreign law or regulation.
- h. Damages from:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any "pollutants" at any time; or

- (2) Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (3) A "claim" made or "suit" brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";

Including without limitation any "claim" by or on behalf of the association.

i. Any actual or alleged:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos; or
- (2) Use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure; or
- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Product manufactured, sold, handled or distributed by or on behalf of you which contains asbestos; or
- (6) Acts or omissions by you in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of asbestos, asbestos fibers or products containing asbestos.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

j. Any "claim" for breach of any oral, written or implied contract or agreement, or the assumption of liability by any insured under a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

k. The rendering of or failure to render any professional service:

(1) By you; or

(2) On your behalf; or

(3) For whom the insured assumed liability by reason of a contract or agreement, regardless of whether or not any such service, advice or instruction is ordinary to any insured's profession.

l. "Damages" expected or intended from the standpoint of the insured, as well as "damages" arising out of any willful, dishonest, fraudulent, criminal, or malicious act, error or omission committed by the insured or any person for whom the insured is legally responsible.

m. "Damages" sustained by any insured that arise out of the activities of any other person or organization qualifying as an insured under this policy.

n. "Damages" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, "domestic partner", child, parent, brother or sister of that person as a consequence of "damages" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

(2) Whether you may be liable as an employer or in any other capacity; and

(3) To any obligation to share "damages" with or repay someone else who must pay damages because of the injury.

o. "Damages" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

p. "Damages":

(1) which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; and

- (2) any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any fungi or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

q. "Damages" arising out of any actual or alleged lead poisoning due to:

- (1) inhaling, ingesting or prolonged physical exposure by any person to any premises, structure, goods or products containing lead; or
- (2) the use of lead in constructing or manufacturing any good, product or structure; or
- (3) intentional or accidental removal including encapsulation, dispersal, sealing or disposal of any good, product or structure containing lead; or
- (4) the manufacturing, transportation, storage or disposal of goods or products containing lead; or
- (5) any product manufactured, sold, handled or distributed by or on behalf of the insured which contains lead; or
- (6) acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of products or materials containing lead.

General supervision includes the rendering of or failure to render any instructions, recommendations, warn-ings or advice.

r. "Damages" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

~~f. Any "wrongful act" in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provisions of such insurance.~~

~~g. Damages payable in connection with any transactions of any insured out of which any insured shall have gained personal profit or advantage which is not shared equitably by the members of the Named Insured.~~

3. ~~Supplementary Payments~~

~~In addition to the Limit of Insurance, we will pay, with respect to any claim we investigate or settle, or "suit" against an insured we defend:~~

~~a. All expenses we incur.~~

~~b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.~~

~~c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 per day because of time off from work.~~

~~d. All costs taxed against the insured in the "suit".~~

~~e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an~~

~~offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.~~

~~All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.~~

II. B. WHO IS AN INSURED

For purposes of the coverage provided by this endorsement, **Section II C. Who Is An Insured** is replaced with the following:

Each of the following is an insured:

1. You;
2. Your past, present, or future directors, officers, or trustees but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
3. The lawful spouse or "domestic partner" of an insured under item 2. above, but solely with respect to such spouse's or "domestic partner's" status as a spouse or "domestic partner", or such spouse's or "domestic partner's" ownership interest in property that a claimant seeks as recovery for an alleged "wrongful act", and not for "wrongful acts" actually or allegedly committed by the spouse or "domestic partner".
4. You are also an insured with respect to "claims" for which you may be obligated to indemnify your past, present or future directors, officers, or trustees; and
5. Your "employees" and "volunteer workers", while acting within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "damages":

(1) to you, your past, present or future directors, officers, or trustees, a co-"employee" or "volunteer worker" in the course of his or her employment or while performing duties related to the conduct of your business;

(2) to the spouse, "domestic partner", child, parent, brother or sister of your past, present or future directors, officers, or trustees, a co-"employee" or "volunteer worker" as a consequence of paragraph (1) above; or

(3) for which there is any obligation to share damages with or repay someone else who must pay "damages" because of the claim described in paragraphs (1) or (2) above.

6. Any person or organization acting as real estate property manager for the Named Insured while performing real estate management duties for the Named Insured, but only with respect to liability for "wrongful acts" committed at the express direction of the Named Insured. However, your real estate property manager is not an insured for "claims" or "suits" brought against them by you.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

~~1. Your "Directors and Officers";~~

~~2. You are also an insured with respect to claims for which you may be obligated to indemnify your "Directors and Officers"; and~~

3. ~~Persons, their estates, guardians, or legal representatives who are no longer your "Directors and Officers" at the time of discovery of a "wrongful act", but who were your "Directors and Officers" at the time the "wrongful act" was committed.~~

III. LIMITS

For purposes of the coverage provided by this endorsement, **Section II D. Liability and Medical Expenses Limits of Insurance** is replaced with the following:

1. The Limit of Insurance, which is equal to the Liability and Medical Expense Limit shown on the Declarations, and the rules below fix the most we will pay for the sum of all "damages" arising out of

any one "wrongful act", regardless of the number of:

- a. insureds;
 - b. "claims" made or "suits" brought; or
 - c. persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit, which is equal to the Limit of Insurance, is the most we will pay for the sum of all "damages" for all "wrongful acts" during the policy period.
3. All "claims" arising from a single "wrongful act" or a series of "interrelated wrongful acts" shall be deemed to be a single "claim".
4. The Limits of Insurance provided by this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

IV. CONDITIONS

For purposes of the coverage provided by this endorsement **Section II E. Liability and Medical Expenses General Conditions, 2. Duties In The Event Of Occurrence, Offense, "Claim" or "Suit"** is amended to include the following:

~~1. **Bankruptcy**~~

~~Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage.~~

~~2. **Duties In The Event Of A "Wrongful Act", Claim or "Suit"**~~

- a. You must see to it that we are notified as soon as practicable of any "claim" or "wrongful act" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "claim" or "wrongful act" took place;

(2) How and when you became aware of the "claim" or "wrongful act";

(3) The names and addresses of any persons who were involved in the "wrongful act", who potentially sustained damages, and any witnesses; and

(4) The nature and location of any damage arising out of the "wrongful act".

~~b. If a claim is received by any insured, you must:~~

~~(1) Immediately record the specifics of the claim and the date received; and~~

~~(2) Notify us as soon as practicable.~~

~~You must see to it that we receive written notice of the claim as soon as practicable.~~

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with a "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "wrongful acts" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

e. It is our stated intent that the various coverage parts, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim. If this endorsement and any

other coverage part or policy issued to the named insured by us, or any company affiliated with us, apply to the same "claim", "wrongful act", occurrence, offense, accident or loss, the maximum Limit of Insurance under all such coverage parts, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, endorsement or policy.

2. ~~Legal Action Against Us~~

~~No person or organization has a right under this coverage:~~

- ~~a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or~~
- ~~b. To sue us on this coverage unless all of its terms have been fully complied with.~~

~~A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this coverage or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.~~

3. ~~Other Insurance~~

~~This insurance is excess over any other valid and collectable insurance available to the insured, whether primary, excess, contingent or on any other basis.~~

4. ~~Representations~~

~~By accepting this coverage, you agree:~~

- ~~a. The statements in the Declarations are accurate and complete;~~
- ~~b. Those statements are based upon representations you made to us; and~~
- ~~c. We have issued this policy in reliance upon your representations.~~

5. ~~Separation of Insureds~~

~~Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage to the first Named Insured, this insurance applies:~~

~~a. As if each Named Insured were the only Named Insured; and~~

~~b. Separately to each insured against whom claim is made or "suit" is brought.~~

6. ~~Transfer Of Rights Of Recovery Against Others To Us~~

~~If the insured has rights to recover all or part of any payment we have made under this coverage, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.~~

IV. EXTENDED REPORTING PERIOD

For the purposes of the coverage provided by this endorsement, the following **Extended Reporting Period** provisions are added:

1. AUTOMATIC EXTENDED REPORTING PERIOD

For no additional premium, we will provide an Automatic Extended Reporting Period for the coverage granted under this endorsement, with respect to any "claim" first made during a period of 60 days after the policy termination date, but only with respect to any "wrongful act" committed prior to the end of the policy period and otherwise covered under the endorsement. The Automatic Extended Reporting Period shall not apply to you if you have purchased insurance from us or any other insurer covering such "claim". An Automatic Extended Reporting Period will not apply if we cancel for nonpayment of premium.

2. OPTIONAL EXTENDED REPORTING PERIOD

- a. If this endorsement is canceled or not renewed, you shall have the right, upon payment of an additional premium, to a three year extension of the Reporting Period for any "claim" first made and reported against you after the date upon which the policy period ends, but only with respect to "wrongful acts" committed prior to the end of the policy period and otherwise covered by this endorsement. Such period shall be referred to as the Optional Extended Reporting Period. If the Optional Extended Reporting Period is purchased, then the Automatic Extended Reporting Period, as described in Paragraph 1. above, does not apply. We will determine the additional premium in accordance with our rules and rates. The additional premium will not exceed 100% of the annual premium for this endorsement.
- b. You must request this Optional Extended Reporting Period in writing and must pay us the additional premium within 60 days following the date of such cancellation, nonrenewal or termination. If we do not receive your request and premium payment within 60 days following the date of such cancellation, nonrenewal or termination, your right to purchase the Optional Extended Reporting Period shall end.
- c. If similar insurance is in force covering any "claims" first made during this Optional Extended Reporting Period, coverage provided by this endorsement shall be excess over any such other insurance.
- d. If we cancel for non-payment of premium, you may purchase the Optional Extended Reporting Period only after any earned premium due us is paid within 10 days after the date of cancellation or endorsement expiration, whichever comes first.

e. All premiums paid for an Optional Extended Reporting Period shall be deemed fully earned as of the first day of the Optional Extended Reporting Period. The Optional Extended Reporting Period may not be canceled.

3. If the Optional Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for "claims" first received and recorded during the Optional Extended Reporting Period.

The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for Businessowners Condominium, Co-op, Association – Directors and Officers Liability Aggregate Limit.

Paragraph 2. of C- Limits of Insurance will be amended accordingly. The Each Claim Limit shown in the Declarations will then continue to apply as set forth in paragraph 1 of that section.

4. At the time of termination of coverage, any return premium due to you shall be credited toward the premium for the Optional Extended Reporting Period if you elect to buy this coverage.

If, at the time of termination, you owe any additional premium for coverage provided during the policy term, any premium received by us from you as payment for the Optional Extended Reporting Period shall first be applied to that additional premium.

E. Extended Reporting Periods

- ~~1. We will provide one or more Extended Reporting Periods, as described below, if:~~
- ~~a. This coverage is cancelled or not renewed; or~~
- ~~b. We renew or replace this coverage with insurance that:~~
- ~~(1) Does not apply to "wrongful acts" on a claims made basis; or~~
- ~~(2) Has terms that are less favorable to you.~~
- ~~2. An automatic Extended Reporting Period is provided without additional~~

~~charge. This period starts with the end of the policy period and lasts for sixty (60) days for all claims arising out of "wrongful acts".~~

~~The Automatic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.~~

~~The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance.~~

- ~~3. An Optional Extended Reporting Period is available for three (3) years, but only by an endorsement and for an extra charge. This optional period starts when the Automatic Extended Reporting Period, set forth in paragraph 3. above ends.~~

~~You must give us a written request for the endorsement within sixty (60) days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay any additional premium promptly when due.~~

~~We will determine the additional premium in accordance with our rules and rates that were in effect as of the inception date of this coverage.~~

~~The additional premium will not exceed 100% of the annual premium for this coverage.~~

~~This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectable insurance available under policies in force after the Optional Extended Reporting Period starts.~~

- ~~4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "wrongful acts" that occur before the end of the policy period.~~

~~Claims for such damages which are first received and recorded during the Automatic Extended Reporting Period (or during the Optional Extended Reporting Period, if it is in effect) will be~~

~~deemed to have been made on the last day of the policy period.~~

~~Once in effect, Extended Reporting Periods may not be restricted or cancelled.~~

- ~~5. If the Optional Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for claims first received and recorded during the Optional Extended Reporting Period.~~

~~The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for Condominium Association Directors and Officers Liability Aggregate Limit.~~

~~Paragraph 2. of **C- Limits of Insurance** will be amended accordingly. The Each Claim Limit shown in the Declarations will then continue to apply as set forth in paragraph 1. of that section.~~

- ~~6. At the time of termination of coverage, any return premium due to you shall be credited toward the premium for the Optional Extended Reporting Period if you elect to buy this coverage.~~

~~If, at the time of termination, you owe any additional premium for coverage provided during the policy term, any premium received by us from you as payment for the Optional extended Reporting Period shall first be applied to that additional premium.~~

VI. DEFINITIONS

For the purposes of the coverage provided by this endorsement **SECTION II – LIABILITY F. Liability and Medical Expenses Definitions** is amended to include the following additional definitions:

- "Claim" means any written demand presented for monetary "damages" for a "wrongful act" or a "suit" against you arising from a "wrongful act" to which this insurance applies.

All "claims" made on account of a single "wrongful act" shall be treated as a single "claim" first made on the date the earliest of the "claims" was made, regardless of whether that date is before or during the

policy period or, if applicable, during an Extended Reporting Period.

2. “Damages” means economic loss which an insured is legally obligated to pay for any “claim” to which this insurance applies and shall include judgments and settlements. “Damages” does not include fines or penalties imposed by law, punitive or exemplary damages or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
3. “Domestic Partner” means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the Named Insured.
4. “Interrelated wrongful act” means all causally connected “wrongful acts”.
5. “Wrongful act” means any actual or alleged error, omission, misstatement, misleading statement, neglect, breach of duty, or act by the insured, or any matter claimed against the insured solely by reason of their serving in an insured position or capacity. This does not apply to a position or capacity in any entity other than the named insured association, even if the named insured association directed or requested the insured to serve in such other position or capacity.

F. Definitions

1. ~~“Advertisement” means a choice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:~~
 - a. ~~Notices that are published include material placed on the Internet or on similar electronic means of communication; and~~
 - b. ~~Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.~~

2. ~~“Bodily injury” means, bodily injury, sickness or disease sustained by a person, including death resulting from any of these.~~
3. ~~“Coverage territory” means, the United States of America (including its territories and possessions), Puerto Rico and Canada.~~
4. ~~“Directors and officers” means, those individuals which form the administrative body of the Named Insured, provided that each individual is duly elected or appointed by the owners of the Condominium Association to serve on the managing body of that entity.~~
5. ~~“Personal and advertising injury” means injury, other than “bodily injury”, arising out of one or more of the following offenses:~~
 - a. ~~False arrest, detention or imprisonment;~~
 - b. ~~Malicious prosecution;~~
 - c. ~~The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, by or on behalf of its owner, landlord or lessor;~~
 - d. ~~Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or~~
 - e. ~~Oral or written publication of material that violates a person’s right of privacy.~~
 - f. ~~The use of another’s advertising idea in your “advertisement” or~~
 - g. ~~Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.~~
6. ~~“Pollutants” means, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.~~
7. ~~“Property damage” means,~~
 - a. ~~Physical injury to tangible property, including all resulting loss of use of that property; or~~
 - b. ~~Loss of use of tangible property that is not physically injured.~~

- ~~8. "Suit" means, a civil proceeding in which damages, because of a "wrongful act" to which this insurance applies, are alleged. "Suit" includes:~~
- ~~a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or~~
 - ~~b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.~~
- ~~9. "Wrongful act" means any negligent act, error or omission or breach of duty of any one or more "directors and officers" of the Named Insured while acting in their capacity as such.~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDOMINIUM, CO-OP, ASSOCIATION – DIRECTORS & OFFICERS –
INSURANCE EXCLUSION DELETION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION - DIRECTORS AND
OFFICERS LIABILITY ENDORSEMENT

Under **Section A.2. Exclusions**, exclusion
d. is deleted.

Except as modified in this endorsement, all
other terms and conditions of the policy to
which this endorsement is attached will
apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

~~CONDOMINIUM ASSOCIATION D & O – INSURANCE EXCLUSION DELETION~~

CONDOMINIUM, CO-OP, ASSOCIATION – DIRECTORS & OFFICERS – INSURANCE
EXCLUSION DELETION

This endorsement modifies insurance provided under the following:

~~CONDOMINIUM ASSOCIATION DIRECTORS & OFFICERS LIABILITY INSURANCE~~

BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION - DIRECTORS AND OFFICERS
LIABILITY ENDORSEMENT

~~Under Section A. 2. Exclusions, exclusion F. is deleted.~~

Under Section 3, Exclusions, exclusion D. is deleted.

Except as modified in this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS PET SERVICES DELUXE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Pet Services Deluxe Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** to determine the actual coverages and limits provided.

A	Scheduled Coverages	Limit	Page
1	Brands and Labels	Included	2
2	Business Income and Extra Expense from Dependent Properties	\$100,000	2
3	Claims Expense	\$10,000	3
4	Computer Fraud and Funds Transfer Fraud	\$10,000	3
5	Consequential Loss to Stock	Included	4
6	Contingent Transit Business Income and Extra Expense	\$100,000	4
7	Contractual Penalties	\$25,000	4
8	Disposal of Animals	\$1,000 each animal \$5,000 per "occurrence"	5
9	Employee Dishonesty Including ERISA	\$50,000	5
10	Fences and Walls	\$10,000	5
11	Fine Arts	\$40,000	5
12	Forgery and Alteration	\$50,000	5
13	Foundations and Underground Pipes	\$250,000	5
14	Hired Auto – Physical Damage	\$30,000	5
15	Marring and Scratching	Included	6
16	Medical Hazardous Waste and Radioactive Contamination Clean Up	\$10,000	6
17	Money Orders and Counterfeit Paper Currency	\$25,000	7
18	Outdoor Property	\$25,000	7
19	Personal Effects	\$25,000	7
20	Personal Property in Transit	\$50,000	7
21	Preservation of Property – Animal Extension	\$5,000	7
22	Salesperson's Samples	\$25,000	7
23	Spoilage	\$25,000	7
24	Tenant Sign	\$20,000	9
25	Transit Business Income and Extra Expense	\$100,000	9
26	Utility Services – Direct Damage Utility Services – Business Income	\$50,000 \$25,000	9
27	Valuable Papers and Records – Veterinary Records Extension	\$5,000	9
28	Veterinarian's Tools	\$10,000	10
29	Worldwide Laptop Computer Coverage	\$10,000	11
30	Worldwide Property Off Premises	\$45,000	11

COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage

Form, including Deductibles, except as provided below.

- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event

of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.

IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from Dependent Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Brands and Labels

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered Cause of Loss, and we elect to take all or any part of the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

2. Loss of Business Income and Extra Expense from Dependent Properties

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties**, the heading and paragraph **(1)** are deleted and replaced by the following:

m. Loss of Business Income and Extra Expense from Dependent Properties

Business Income from Dependent Properties

(1) We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain due to direct physical loss or

damage at the premises of a "dependent property" caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$100,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

The following is added after item **m.(7) of Business Income and Extra Expense from Dependent Properties**:

Extra Expense from Dependent Properties

(1) We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a "dependent property" caused by or resulting from any Covered Cause of Loss.

The incurred expense must be related to your business activities as provided in Paragraph **(2)** below and deal with your actions to assist your own business activities. We will not pay for any expenses incurred that directly or indirectly serve to speed, or otherwise assist, recovery of an affected dependent property.

The most we will pay under this Additional Coverage is \$100,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

(2) Extra Expense means expense incurred by you:

(a) To avoid or minimize the "suspension" of business and to continue "operations", or

(b) To minimize the "suspension" of business if you cannot continue "operations",

due to covered loss of or damage to a "dependent property" or properties.

(3) We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage to the dependent property.

(4) The Extra Expense coverage period, as stated in paragraph **(3)**, does not

include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".
- (5) The following also apply to this Additional Coverage:
- (a) **Extra Expense**, item **g.(4)**; and
 - (b) **Section I – Property, 5. Additional Coverages, f. Loss of Business Income**, paragraph **(4) Resumption of Operations**, paragraph **(b)**.

The expiration date of this policy will not reduce the Extra Expense coverage period.

3. Claims Expense

Under **Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal**, is deleted and replaced with:

I. Claims Expense

- (1) We will pay all reasonable expenses you incur at our request to assist us in:
- (a) The investigation of a claim;
 - (b) The determination of the amount of loss, such as taking inventory; or
 - (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) We will not pay for expense:
- (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by them;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy

(3) The most we will pay under this coverage extension per "occurrence" is \$10,000 per affected location.

(4) The deductible does not apply to this Coverage Extension.

4. Computer Fraud and Funds Transfer Fraud

The following is added to Paragraph **A.5. Additional Coverages**:

gg. Computer Fraud and Funds Transfer Fraud

(1) The Computer Fraud And Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

(a) To a person (other than a messenger) outside those premises; or

(b) To a place outside those premises.

(2) The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$10,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.

(3) The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities** Additional Coverage:

(d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

1. To a person (other than a messenger) outside those premises; or

2. To a place outside those premises.

(4) The following are added to Paragraph **G. Property Definitions**:

33. "Fraudulent instruction" means:

- (a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- (b) A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.

34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

- (a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- (b) By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

5. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

m. Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or

damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.

- (2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

6. Contingent Transit Business Income and Extra Expense

a. Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

n. Contingent Transit Business Income and Extra Expense

Subject to the terms of the **Additional Coverages Business Income and Extra Expense**, you may extend your Business Income or Extra Expense Coverage to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss of or damage to Business Personal Property of Others, not in your care, custody or control, while "in transit", caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$100,000.

b. Under **Section G. Definitions**, the following is added:

34. "In transit" means in the course of shipment from or to the premises shown in the Declarations. It includes such shipments while temporarily stopped or delayed, incidental to the delivery.

7. Contractual Penalties

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

o. Contractual Penalties

You may extend your Business Income coverage to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

Result from your failure to timely deliver your product according to contract terms;

Result from direct physical loss or damage by a Covered Cause of Loss; and

Have been paid to your customer.

The most we will pay under this Extension is \$25,000.

8. Disposal of Animals

Under **Section I – Property A.5. Additional Coverages**, the following is added:

hh. Disposal of Animals

We will pay up to \$1,000 per animal, provided the animal is in your care, custody and control, and up to \$5,000 in any one "occurrence" for expenses incurred by you in disposing of animals that die from a Covered Cause of Loss.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

9. Employee Dishonesty including ERISA Compliance.

Under **Section I – Property A.5. Additional Coverages**, **p. Employee Dishonesty**, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss or damage in any one "occurrence" is \$50,000 or the amount shown in the Additional Property Coverage Schedule. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

10. Fences and Walls

Under **Section I – Property A.5. Additional Coverages**, **y. Fences and Walls**, paragraph (3) is replaced by the following:

- (3) The most we will pay for any loss under this Additional Coverage is \$10,000.

11. Fine Arts

Under **Section I – Property A.5. Additional Coverages**, **x. Fine Arts**, paragraph (2) is replaced by the following:

- (2) Regardless of the number of insured locations affected, the most we will pay per "occurrence" under this Additional Coverage is \$40,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

12. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages**, **k. Forgery and Alteration**, paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

13. Foundations and Underground Pipes

Under **Section I – Property A. 2. Property Not Covered**, the following paragraphs are deleted: **n, o and s**. The following is added:

If this policy covers Buildings, you may extend that insurance to apply to:

- (1) The cost of excavations; grading; backfilling; filling;
- (2) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (a) The lowest basement floor; or
 - (b) The surface of the ground, if there is no basement;

- (3) Underground pipes, flues or drains.

The most we will pay for loss under this Extension is \$250,000. Payment for loss or damage to this property is included within the applicable Limit of Insurance.

14. Hired Auto – Physical Damage

Under **Section I - Property A. 5. Additional Coverages**, the following is added:

ii. Hired Auto – Physical Damage

- (1) We will pay for loss to an "auto" you lease, hire or rent. For purposes of this Additional Coverage, "employees", officers, members and directors are insured when the "auto" is leased, hired or rented for travel on a short term basis but only with respect to the conduct of the insured's business. This does not include any "auto" you lease, hire or rent from any of your "employees", partners or members of their households.

We will pay for loss to a covered "auto" or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

- (i) The covered "auto's" collision with another object; or
- (ii) The covered "auto's" overturn.

(b) Collision coverage

Caused by:

- (i) The covered "auto's" collision with another object; or
 - (ii) The covered "auto's" overturn.
- (2) Under **Section I - Property A. 2.**, the following replaces **Property Not Covered**:

Property Not Covered

We will not pay for loss to any of the following:

- (a) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.
 - (b) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - (c) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - (d) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (3) For insurance provided by this Additional Coverage, under **Section B. Exclusions**, only the following exclusions apply:
- (a) Paragraph **B. 1. d.**, Nuclear Hazard; and
 - (b) Paragraph **B. 1. f.**, War and Military Action.

The following additional exclusions will apply to this Additional Coverage:

(a) **False Pretense**

We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

- (b) We will not pay for loss caused by or resulting from:
Wear and tear; freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

(4) **Section C. Limits of Insurance** is replaced by the following:

The most we will pay for loss to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of loss;
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (c) \$30,000.

(5) Under **Section D. Deductibles**, paragraph **5.** the following is added:

A \$1,000 deductible applies to the following Additional Coverage:

- f. Hired Auto – Physical Damage

(6) Under **Section G. Definitions**, the following is added:

"Auto" means, a land motor vehicle, trailer or semitrailer.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

This coverage is provisional and excess to any other valid insurance whether collectible or not.

15. Marring and Scratching

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. **Marring and Scratching**

We will pay for loss or damage to Covered Property at the described premises due to sudden and accidental marring and scratching of:

- (1) Your "stock";
- (2) Your printing plates; and
- (3) Property of others that is in your care, custody or control.

This Cause of Loss does not apply to:

- (1) Property at other than the described premises; and
- (2) Property in transit

Payment under this Extension is included within your Business Personal Property Limit of Insurance.

16. Medical Hazardous Waste and Radioactive Contamination Clean Up

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

jj. Medical Hazardous Waste and Radioactive Contamination Clean Up

We will pay for direct physical damage or loss to Covered Property, including clean up and debris removal, at a described premises caused by accidental contamination by medical hazardous waste or radioactive contamination. The loss will be paid only if it occurs during the policy period and is reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical loss or damage; or
- (b) The end of the policy period.

(1) This additional coverage does not apply to contamination arising from a source away from the described premises

(2) The most we will pay under this additional coverage is \$10,000 per policy period regardless of the number of locations or "occurrences" involved.

This Additional Coverage is not subject to the **Limits of Insurance of Section I – Property**.

17. Money Orders and Counterfeit Paper Currency

Under **Section I – Property A. 5. Additional Coverages**, **j. Money Orders and Counterfeit Paper Currency** is replaced by the following:

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit" paper currency that is acquired during the regular course of business.

Regardless of the number of insured locations involved, the most we will pay per "occurrence" under this Additional Coverage is \$25,000. Payment for loss is included within the applicable Limit of Insurance.

18. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property**, paragraph (4) is replaced by the following:

- (4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Extension is \$25,000 per "occurrence", but not more than \$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

19. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises.

20. Personal Property In Transit

Under **Section I – Property A. 6. Coverage Extensions, i. Personal Property in Transit**, paragraph (5) is replaced by the following:

- (5) The most we will pay for loss or damage under this Extension is \$50,000 per "occurrence".

21. Preservation of Property – Animal Extension

Under **Section I - Property A. 5. Additional Coverages, b. Preservation of Property**, the following is added:

We will pay an additional \$5,000 per "occurrence" if it is necessary to move animal(s) in your care, custody and control, from the described premises to preserve the animal(s) from loss or damage due to a Covered Cause of Loss.

22. Salesperson's Samples

Under **Section I - Property A. 5. Additional Coverages, z. Salesperson's Samples**, paragraph (2) is replaced by the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$25,000 per "occurrence". This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

23. Spoilage

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

kk. Spoilage

The following provisions (A. through G. inclusive) apply to the insurance provided by this Additional Coverage:

A. Paragraph **A.1. Covered Property** in **Section I – Property**, the following is added for purposes of this Additional Coverage Spoilage:

(1) Covered Property

Covered Property means "perishable goods" at the insured locations, if the "perishable goods" are:

- (a) Owned by you and used in your business; or
- (b) Owned by others and in your care, custody or control except as otherwise provided in **Loss Payment Property Loss Condition E.5.d.(3)(b)**.

B. The following is added to paragraph **A.2. Property Not Covered** in **Section I – Property**:

v. Property located:

- (1) On the exterior of buildings;
- (2) In the open; or
- (3) In vehicles.

C. Paragraph **A.3. Covered Causes Of Loss** in **Section I – Property** is replaced by the following:

(3) Covered Causes Of Loss

Subject to the exclusions described in item **E.** of this endorsement, covered causes of loss means the following:

(a) Breakdown or Contamination, meaning:

- (1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

- (2) Contamination by a refrigerant. Coverage applies only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

(b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph **A.6. Coverage Extensions** in **Section I – Property** does not apply.

E. Paragraph **B. Exclusions** in **Section I – Property** does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.b.**, Earth Movement;
- (b) Paragraph **B.1.c.**, Governmental Action;
- (c) Paragraph **B.1.d.**, Nuclear Hazard;
- (d) Paragraph **B.1.f.**, War and Military Action; and
- (e) Paragraph **B.1.g.**, Water.

Under **Section I – Property, B. Exclusions**, Paragraph **2.** the following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Conditions

1. Under **Section E. Property Loss Conditions** in **Section I – Property**, item d. of **Condition 5. Loss Payment** is replaced by the following for purposes of this Additional Coverage, Spoilage:

d. We will determine the value of Covered Property as follows:

- (1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable goods", at actual cash value.

G. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$25,000 or the amount shown in the Spoilage Coverage Form.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

24. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs**, paragraph (2) is replaced by the following:

(2) The most we will pay for loss or damage in any one "occurrence" is \$20,000 per insured location.

25. Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

q. Transit Business Income and Extra Expense

You may extend your Business Income or Extra Expense coverages to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss or damage to Covered Property "in transit" caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$100,000.

26. Utility Services

Under **Section I - Property A. 5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

(1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). The most we will pay for any loss under this Additional Coverage is \$50,000.

(2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3).

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$25,000.

(3) Services:

(a) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (i) Pumping stations; and
- (ii) Water mains.

(b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

The above includes overhead transmission lines.

(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;

- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines,

The above includes overhead transmission lines.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Utility Services Additional Coverage.

27. Valuable Papers and Records – Veterinary Records Extension

Under **Section I - Property A. 6. Coverage Extensions**, paragraph **e. Valuable Papers and Records**, Paragraph (3) is replaced with the following:

- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one "occurrence" at the described premises is \$25,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Additional Property Coverage Schedule.

We will pay an additional \$5,000 for loss or damage to "veterinary records" to apply to costs to research, replace or restore "veterinary records".

"Veterinary records" means applicable records that exist on electronic media or magnetic media, for which duplicates do not exist.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

28. Veterinarian's Tools

Under **Section I – Property A. 5. Additional Coverages**, **v. Commercial Tools and Equipment**, is replaced by the following:

v. Veterinarian's Tools

- (1) When caused by or resulting from a Covered Cause of Loss, we will pay for direct physical damage or loss to "veterinarian's tools" usual to your business "operations" which are:

- (a) Your property
- (b) The property of others in your care, custody or control, or

temporarily away from an insured premises.

To be considered temporarily away, the involved property must have been

situated at an insured location before the off premises loss.

- (2) This Additional Coverage is extended to provide coverage for the "veterinarian's tools" of your "employees" only while on the described premises.

- (3) "Veterinarian's tool" means any one single, portable instrument or similar item used for patient diagnosis or analysis and surgical procedures. "Veterinarian's tools" means more than one "veterinarian's tool".

- (4) This coverage only applies to any one veterinarian's tool with an actual cash value of \$2,500 or less, unless listed on a schedule.

- (5) The most we will pay for loss or damage under this coverage is \$10,000 per "occurrence", or the amount shown in the Additional Property Coverage Schedule, but not more than \$2,500 for any one tool.

- (6) In addition to items listed within **Property Not Covered**, we will not pay for any loss to the following property:

- (a) "Veterinarian's tools" that are permanently mounted to a vehicle, including trailers; or

- (b) Any property while underground or waterborne.

- (7) Exclusions **B.1.b.** and **B.1.g.** do not apply to this Additional Coverage

- (8) "Veterinarian's Tools" Exclusion:

We will not pay for any loss caused by or resulting from:

- (a) Any repair, adjusting, servicing, testing or maintenance process unless fire or explosion ensues, then only for the loss caused by such ensuing fire or explosion;

- (b) "Theft" from an unattended vehicle, including loss:

- (1) From inside a vehicle, including trailers; except when:

- (a) securely locked;
- (b) there is visible evidence that entry was forced, and
- (c) the vehicle's windows were fully closed.

- (2) While items are placed on the exterior of an unattended vehicle (including trailers) unless the item:

- (a) was secured,
- (b) was protected by privacy locks, and

- (c) there is visible evidence that removal was accomplished by force.

This Additional Coverage is not subject to the Limits of **Section I – Property**.

29. Worldwide Laptop Computer Coverage

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

II. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.
- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss Condition** paragraph **E.5.d.(3)(b)**.
- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per “occurrence”, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$10,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.
- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained loss when the property is baggage checked with a carrier for transit.
- (5) **Limitations**, item **b**. does not apply to this Additional Coverage.
- (6) The provisions for Business Income loss will be governed by the terms of **Additional Coverage – f. Loss of Business** except:
 - (a) Requirements that loss occur within 1000 feet or at the described premises under **f.(1)** are suspended for this coverage; and
 - (b) The following items do not apply to this Additional Coverage:
 - 1. **f.1.c.(2)**;
 - 2. **f.(2)** Extended Business Income; and
 - 3. **f.(3)(c)**

- (7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – **g. Extra Expense** except:

- (a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage;

30. Worldwide Property Off Premises

Under Section I - Property A. 6. Coverage Extensions, the following is added:

r. Worldwide Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is temporarily outside the coverage territory, while “in transit” or on airborne transportation carriers for the purpose of exhibition, service or repair caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage Extension is \$45,000 per “occurrence”. The amount payable under this Coverage Extension is not subject to the Limits of Insurance of Section I - Property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE SILVER ARCHITECTS AND ENGINEERS BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Deluxe Silver Architects and Engineers Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** and **B.** to determine the actual coverages and limits provided.

A	Scheduled Coverages	Limit	Page
1	Backup or Overflow of a Sewer, Drain or Sump	Included	2
2	Brands and Labels	Included	3
3	Business Income and Extra Expense from Dependent Properties	\$50,000	3
4	Business Income Billable Hours Option	\$25,000	4
5	Business Income Extension from Websites	\$50,000 / 7 days	5
6	Civil Authority	4 weeks; 24 hour waiting period	5
7	Claims Expense	\$10,000	6
8	Computer Fraud and Funds Transfer Fraud	\$10,000	6
9	Consequential Loss to Stock	Included	7
10	Contractual Penalties	\$25,000	7
11	Employee Dishonesty Including ERISA	\$25,000	7
12	Expediting Expenses	\$25,000	8
13	Extended Business Income	90 days	8
14	Fine Arts	\$50,000	8
15	Fire Department Service Charge	\$25,000	9
16	Fire Extinguisher Systems Recharge	\$25,000	9
17	Forgery and Alteration	\$50,000	9
18	Garages, Storage Buildings and Other Appurtenant Structures	\$50,000	9
19	Hired Auto – Physical Damage	\$50,000	9
20	Interruption of Computer Operations	\$100,000	11
21	Laptop Computer Coverage Worldwide	\$10,000	11
22	Marring and Scratching	Included	12
23	Money and Securities	\$25,000	12
24	Money Orders and Counterfeit Paper Currency	\$25,000	12
25	Newly Acquired or Constructed Property	180 days	12
26	Newly Acquired Business Income	\$500,000	12
27	Ordinance or Law – Demolition Cost and Increased Cost of Construction	\$25,000	13
28	Ordinance or Law (Tenant’s Improvement Extension)	\$25,000	13
29	Ordinance or Law – Increased Period of Restoration	\$50,000	14
30	Outdoor Property	\$25,000	14
31	Personal Effects	\$25,000	14
32	Personal Property in Transit	\$25,000	14
33	Personal Property Off Premises	\$50,000	14
34	Precious Metal Theft Payment Changes	\$25,000	15
35	Preservation of Property	90 days	15
36	Preservation of Property – Expense	\$25,000	15
37	Salesperson’s Samples	\$25,000	15

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A	Scheduled Coverages	Limit	Page
38	Temporary Relocation of Property	\$50,000	15
39	Tenant Building Insurance - When Lease Requires You Provide Insurance	\$25,000	16
40	Tenant Business Personal Property Insurance - When Lease Requires You Provide Insurance	\$25,000	16
41	Tenant Sign	\$20,000	16
42	Transit Business Income and Extra Expense	\$50,000	16
43	Utility Services – Direct Damage	\$25,000	16
	Utility Services – Business Income	\$25,000	
44	Virus and Hacking Coverage	\$50,000	17
45	Worldwide Property Off Premises	\$50,000	17

B	Blanket Coverages	Limit \$150,000	Page
1	Accounts Receivables	Included	18
2	Computer Equipment	Included	18
3	Debris Removal	Included	18
4	Spoilage	Included	18
5	Valuable Papers and Records	Included	20

COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, including Deductibles, except as provided below.
- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.

- IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from Dependent Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Backup or Overflow from a Sewer, Drain or Sump

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

gg. Backup or Overflow of Sewers, Drains or Sumps

- (1) We will pay for damage or loss to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or that is otherwise discharged from a sewer, drain, sump or sump pump.
- (2) For purposes of this Additional Coverage only, under **Section B. 1. Exclusions**, exclusion **g.(3)** is deleted.
- (3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.

(4) Special Limitations

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by backup or overflow of sewers, drains or sumps when such event is a localized incident and not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the backup or overflow of a sewer, drain or sump is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above definition apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

2. Brands and Labels

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered

Cause of Loss, and we elect to take all or any part of the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

3. Loss of Business Income and Extra Expense from Dependent Properties

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties**, the heading and paragraph **(1)** are deleted and replaced by the following:

l. Loss of Business Income and Extra Expense from Dependent Properties
Business Income from Dependent Properties

(1) We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain due to direct physical loss or damage at the premises of a “dependent property” caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$50,000 per “occurrence”, regardless of the number of “dependent properties” affected.

The “dependent property” must be located in the coverage territory.

The following is added after item **m.(7)** of **Business Income and Extra Expense from Dependent Properties**:

Extra Expense from Dependent Properties

(1) We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a “dependent property” caused by or resulting from any Covered Cause of Loss.

The incurred expense must be related to your business activities As provided in Paragraph (2) below and deal with your actions to assist your own business activities. We will not pay any expenses incurred that directly or indirectly serve to speed, or otherwise assist, recovery of an affected dependent property.

The most we will pay under this Additional Coverage is \$50,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

(2) Extra Expense means expense incurred by you:

(a) To avoid or minimize the "suspension" of business and to continue "operations", or

(b) To minimize the "suspension" of business if you cannot continue "operations",

due to covered loss of or damage to a "dependent property" or properties.

(3) We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage to the dependent property.

(4) The Extra Expense coverage period, as stated in paragraph (3), does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(5) The following also apply to this Additional Coverage:

(a) Extra Expense, item g.(4); and

(b) Section I – Property, 5. Additional Coverages, f. Loss of Business Income, paragraph (4) Resumption of Operations, paragraph (b).

The expiration date of this policy will not reduce the Extra Expense coverage period.

4. Business Income – Billable Hours Option

Under Section I – Property E. Property Loss Conditions of the Businessowners Coverage Form, paragraph 5., the following is added:

n. A covered loss under the Business Income and Extra Expense coverage may be adjusted on the following basis at your option:

(1) You may choose to have your Business Income loss paid on a billable hours basis.

(2) If you choose to elect this optional loss settlement method for loss caused by any one "occurrence", it will not be necessary to calculate lost Business Income and Extra Expense as required under Additional Coverages f. and g. of the Businessowners Coverage Form.

(3) If you choose this option, under Section I – Property, A.5. Additional Coverages, paragraph (c) under f. Loss of Business Income, is replaced with the following:

(c) Business Income means the:

(1) The income that would have been generated from billable hours normally charged by you to your clients for services performed by you or your employees if no physical loss or damage occurred; and

(2) Other income of your business that would have been incurred if no physical loss or damage occurred, and

(3) Continuing normal operating expenses incurred.

(4) The most we will pay for loss of business income under the billable hours option in any one "occurrence" is \$25,000.

- (5) For any “occurrence”, the two available methods for adjusting and calculating business income and extra expense loss may not be combined. When the alternative billable hours approach described above is selected, you are not entitled to make claim for loss exceeding \$25,000 on an actual loss sustained basis.

- (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
- (b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property**.

5. Business Income from Websites

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

hh. Business Income From Websites

- (1) You may extend this insurance to apply to a “suspension” of “operations” caused by direct physical loss or damage to property that you depend on for “web site and communications services” from a Covered Cause of Loss.
- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one “occurrence” under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.
- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides “web site and communications services”.
- (5) “Web Site and Communication Services” means:

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6. Civil Authority

Under **Section I – Property, A.5. Additional Coverages**, Paragraph i. **Civil Authority**, is replaced with the following:

i. Civil Authority

When Loss of Business Income Coverage is provided under this policy:

We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property within 1 mile of the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 24 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

- (1) 4 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

7. Claims Expense

Under **Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal** is deleted and replaced with:

j. Claims Expense

- (1) We will pay all reasonable expenses you incur at our request to assist us in:
 - (a) The investigation of a claim;
 - (b) The determination of the amount of loss, such as taking inventory; or
 - (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) We will not pay for expense:
 - (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by them;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy
- (3) The most we will pay under this coverage extension \$10,000.
- (4) The deductible does not apply to this Coverage Extension.

8. Computer Fraud and Funds Transfer Fraud

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

ii. Computer Fraud and Funds Transfer Fraud

- (1) The Computer Fraud And Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

(a) To a person (other than a messenger) outside those premises; or

(b) To a place outside those premises.

(2) The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$10,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.

(3) The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities Additional Coverage**:

(d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

1. To a person (other than a messenger) outside those premises; or

2. To a place outside those premises.

(4) The following are added to Paragraph **G. Property Definitions**:

33. "Fraudulent instruction" means:

(a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

- (b) A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.
34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":
- (a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - (b) By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

9. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

m. Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.
- (2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

10. Contractual Penalties

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

n. Contractual Penalties

You may extend your Business Income coverage to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

- (1) Result from your failure to timely deliver your product according to contract terms;
- (2) Result from direct physical loss or damage by a Covered Cause of Loss; and
- (3) Have been paid to your customer.

The most we will pay under this Extension is \$25,000.

11. Employee Dishonesty including ERISA Compliance.

Under **Section I – Property A.5. Additional Coverages, p. Employee Dishonesty**, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss or damage in any one "occurrence" is \$25,000 or the amount shown in the Additional Property Coverage Schedule. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

12. Expediting Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

jj. Expediting Expenses

1. When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:
 - (a) Make temporary repairs;
 - (b) Expedite permanent repair or replacement of damaged property; or
 - (c) Provide training on replacement machines or equipment.
- (2) The most we will pay for loss under this Additional Coverage is \$25,000 per "occurrence".
- (3) The amount payable under this Additional Coverage is not subject to **Section I – Limits of Insurance**.

13. Extended Business Income

Under **Section 1 – Property A.5 Additional Coverages, f. Business Income** paragraph (2) **Extended Business Income** is replaced with the following:

(2) Extended Business Income

- (a) If no Business Income Coverage is provided under this policy, then there is no Extended Business Income Coverage afforded under this policy.
- (b) If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date covered property except finished stock is actually repaired, rebuilt or replaced (to the extent necessary to resume operations) and "operations" are resumed; and

(2) Ends on the earlier of:

- (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
- (ii) The later of 90 consecutive days or the number of consecutive days shown in the Additional Property Coverage Schedule for this Additional Coverage after the date determined in (2)(b) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (c) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

14. Fine Arts

Under **Section I – Property A.5. Additional Coverages, x. Fine Arts**, paragraph (2) and (4) are replaced by the following:

- (2) Regardless of the number of insured locations affected, the most we will pay per "occurrence" under this Additional Coverage is \$50,000.
- (4) Exclusions **B.1.b.**, **B.1.e.**, **B.1.g.**, **2.a.**, and **2.c.** do not apply to this Additional Coverage.

Under **Section I – Property G. Definitions**, Paragraph **13.** is replaced with the following:

- 13.** "Fine Arts" means architectural models, paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" furniture, "antique" jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit.

15. Fire Department Service Charge

Under **Section I – Property A.5. Additional Coverages, c. Fire**

Department Service Charge is deleted and replaced with:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department services unless a higher Limit of Insurance is shown in the Declarations if:

- (1) Assumed by contract or agreement prior to the loss; or
- (2) Required by local ordinance.

This Additional coverage is not subject to the Limits of Insurance of **Section I – Property**.

16. Fire Extinguisher Systems Recharge

Under **Section I – Property A.6. Coverage Extensions**, paragraph **o. Fire Extinguisher Systems Recharge Expense**, is replaced with the following:

o. Fire Extinguisher Systems Recharge Expense

- (1) When caused by or resulting from a Covered Cause of Loss, we will pay:
 - (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1000 feet of the described premises; and
 - (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing or due to the maintenance of equipment.
- (3) The most we will pay under this Additional Coverage is \$25,000 in any one "occurrence". The deductible does not apply to these expenses.

17. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages**, **k. Forgery and Alteration**, paragraph (5) is replaced by the following:

(5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

18. Under Section I – Property, A.6. Coverage Extensions, paragraph **h. Garages, Storage Buildings and Other Appurtenant Structures**, is replaced with the following:

h. Garages, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, including, but not limited to, swimming pools; spas; and the associated equipment within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises regardless of the number of buildings or structures affected.

19. Hired Auto – Physical Damage

Under **Section I - Property A. 5. Additional Coverages**, the following is added:

kk. Hired Auto – Physical Damage

- (1) We will pay for loss to an "auto" you lease, hire or rent. For purposes of this Additional Coverage, "employees", officers, members and directors are insured when the "auto" is leased, hired or rented for travel on a short term basis but only with respect to the conduct of the insured's business. This does not include any "auto" you lease, hire or rent from any of your "employees", partners or members of their households.

We will pay for loss to a covered "auto" or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

- (i) The covered "auto's" collision with another object; or
- (ii) The covered "auto's" overturn.

(b) Collision coverage

Caused by:

- (i) The covered "auto's" collision with another object; or
- (ii) The covered "auto's" overturn.

(2) Under Section I - Property A. 2., the following replaces Property Not Covered:

Property Not Covered

We will not pay for loss to any of the following:

- (a) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.
- (b) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (c) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- (d) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

(3) For insurance provided by this Additional Coverage, under Section B. Exclusions, only the following exclusions apply:

- (a) Paragraph B. 1. d., Nuclear Hazard; and
- (b) Paragraph B. 1. f., War and Military Action.

The following additional exclusions will apply to this Additional Coverage:

(a) False Pretense

We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily

part with it by trick or scheme or under false pretenses; or

(b) We will not pay for loss caused by or resulting from:

Wear and tear; freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

(4) Section C. Limits of Insurance is replaced by the following:

The most we will pay for loss to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of loss;
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (c) \$50,000.

(5) Under Section D. Deductibles, paragraph 5. the following is added:

A \$1,000 deductible applies to the following Additional Coverage:

f. Hired Auto – Physical Damage

(6) Under Section G. Definitions, the following is added:

"Auto" means, a land motor vehicle, trailer or semitrailer.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property.**

This coverage is provisional and excess to any other valid insurance whether collectible or not.

20. Interruption of Computer Operations

Under **Section I – Property A.5. Additional Coverages, ff. Interruption of Computer Operations,** paragraph

(3) is replaced by the following:

(3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved is:

- (a) \$100,000 unless a higher Limit of Insurance is shown in the

Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

- (b) \$25,000 in any one "occurrence" for interruptions covered under paragraphs (1) and (2) above for loss arising out of a Covered Cause of Loss occurring away from the described premises. This per "occurrence" limit applies regardless of the number of premises involved.
- (c) \$50,000 for all losses arising out of interruptions covered under paragraphs (1) and (2) that arise out of a Covered Cause of Loss occurring away from the described premises during each separate 12 month period of this policy.

21. Laptop Computer Coverage Worldwide

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

II. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.
- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss**

Condition paragraph E.5.d.(3)(b).

- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per "occurrence", including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$10,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.
- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained loss when the property is baggage checked with a carrier for transit.
- (5) **Limitations**, item **b.** does not apply to this Additional Coverage.
- (6) The provisions for Business Income loss will be governed by the terms of **Additional Coverage – f. Loss of Business** except:
 - (a) Requirements that loss occur within 1000 feet or at the described premises under **f.(1)** are suspended for this coverage; and
 - (b) The following items do not apply to this Additional Coverage:
 - 1. **f.1.c.(2)**;
 - 2. **f.(2)** Extended Business Income; and
 - 3. **f.(3)(c)**
- (7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – **g. Extra Expense** except:
 - (a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage.

22. Marring and Scratching

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

o. Marring and Scratching

We will pay for loss or damage to Covered Property at the described premises due to sudden and accidental marring and scratching of:

- (1) Your "stock";
- (2) Your printing plates; and

- (3) Property of others that is in your care, custody or control.

This Cause of Loss does not apply to:

- (1) Property at other than the described premises; and
- (2) Property in transit

Payment under this Extension is included within your Business Personal Property Limit of Insurance.

23. Money and Securities

Under **Section I – Property, A.5. Additional Coverages**, paragraphs (2)(a) and (2)(b) under **s. Money & Securities**, are replaced with the following:

- (2) The most we will pay for loss in any one “occurrence” is:
 - (a) \$25,000 or the amount shown in the Additional Property Coverage Schedule Inside the Premises for “money” and “securities” while:
 - (i) In or on the described premises; or
 - (ii) Within a bank or savings institution in the coverage territory; and
 - (b) \$25,000 or the amount shown in the Additional Property Coverage Schedule Outside the Premises for “money” and “securities” while at any other location listed in (1) above and while in the coverage territory.

This additional coverage is not subject to the Limits of Insurance **Section I – Property**.

24. Money Orders and Counterfeit Paper Currency

Under **Section I – Property A. 5. Additional Coverages, j. Money Orders and Counterfeit Paper Currency** is replaced by the following:

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, “money” or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) “Counterfeit” paper currency that is acquired during the regular course of business.

Regardless of the number of insured locations involved, the most we will pay per “occurrence” under this Additional Coverage is \$25,000. Payment for loss is included within the applicable Limit of Insurance.

25. Newly Acquired or Constructed Property:

Under **Section I – Property A.6. Coverage Extensions**, paragraph (4)(b) is replaced with the following:

- (b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

26. Newly Acquired or Constructed Property – Business Income and Extra Expense

Under **Section I – Property A.6. Coverage Extensions**, paragraph (3)(a) is replaced with the following:

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

27. Ordinance or Law – Demolition Cost and Increased Cost of Construction

Under **Section I – Property, A.5. Additional Coverages, paragraph I. Ordinance or Law, (5) Loss Payment**, paragraph (v) is replaced with the following:

- (v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

28. Ordinance or Law (Tenant’s Improvements Extension)

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, paragraph (1) is replaced by the following:

- (1) This Additional Coverage applies only:

When a Limit of Insurance for Business Personal Property for the affected building, or buildings, is shown on the Declarations; and then only when Business Personal Property is insured on a replacement cost basis.

- (2) This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, section (5) **Loss Payment** - paragraph (c) is replaced by the following:

- (c) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction is the Limit of Insurance shown below. Subject to this combined Limit of Insurance, the following loss payment provisions apply:

- (i) For Demolition Cost, we will not pay for more than the amount you actually spend to demolish and clear the site of the described premises.

- (ii) With respect to the Increased Cost of Construction:

- (1) We will not pay for the increased cost of construction:

a. Until the property is actually repaired or replaced, at the same or another premises; and

b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

- (iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

- (iv) If the ordinance or law requires relocation to another premise, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

- (v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this policy is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage for each damaged building is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

Regardless of the number of locations insured or buildings involved, the most we will pay for loss under Demolition Cost and Increased Cost of Construction for tenant's improvements and betterments for each described premises insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

29. Ordinance or Law – Increased Period of Restoration

Under **Section I – Property, A.5. Additional Coverages**, the following is added to **I. Ordinance or Law**, under Paragraph (4) **Coverage**:

- (d) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction or repair of any property;

(2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

(3) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

(1) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(2) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(e) The most we will pay for loss under Ordinance or Law – Increased Period of Restoration is \$50,000 for each described building insured under this coverage form or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Ordinance or Law – Increased Period of Restoration for each described building is \$50,000.

The Ordinance or Law – Increased Period of Restoration coverage is not subject to the Limits of Insurance of **Section I – Property.**

30. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property, paragraph (4)** is replaced by the following:

(4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Extension is \$25,000 per "occurrence", but not more than

\$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

31. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises.

32. Personal Property in Transit

Under **Section I – Property A. 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5)** is replaced by the following:

(5) The most we will pay for loss or damage under this Extension is \$25,000.

33. Personal Property Off Premises

Under **Section I – Property A.6. Coverage Extensions, Paragraph b. Personal Property Off Premises**, is replaced with the following:

b. Personal Property Off Premises

(1) You may extend the insurance that applies to Business Personal Property while:

(a) Temporarily at a location you do not own, lease or operate; or

(b) At any fair, trade show or exhibition.

(2) The most we will pay for loss or damage under this Coverage Extension is \$50,000 per "occurrence" or the amount shown in the Additional Property Coverage Schedule, whichever is greater.

34. Precious Metal Theft Payment Changes

Under **Section I – Property A.4. Limitations**, Paragraph **c.** is replaced with the following:

c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

(1) \$10,000 for furs, fur garments and garments trimmed with fur.

(2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones.

This limit does not apply to jewelry and watches worth \$250 or less per item.

- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

35. Preservation of Property

Under **Section I – Property, A.5. Additional Coverages**, paragraph **b. Preservation of Property**, is replaced with the following:

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

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 90 days after the property is first moved.

This Additional Coverage does not increase the applicable Limit of Insurance.

36. Preservation of Property – Expense

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

mm. Preservation of Property - Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000 or the limit shown in the Amended Limits of Insurance Endorsement. This Additional Coverage is not

subject to **Section I – Limits of Insurance**.

37. Salesperson’s Samples

Under **Section I - Property A. 5. Additional Coverages, z. Salesperson’s Samples**, paragraph (2) is replaced by the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$25,000 per “occurrence”. This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

38. Temporary Relocation of Property

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

nn. Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.

- (3) The most we will pay under this Additional Coverage is \$50,000. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

39. Tenant Building Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

oo. Tenant Building Insurance – When Lease Requires You Provide Insurance

- (1) When a Limit of Insurance for Business Personal Property and when caused by a Covered Cause of Loss, we will pay for direct physical loss or damage to a described building under this policy and in your care, custody or control for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of described buildings affected, the most we will pay per insured

location under this Additional Coverage is \$25,000 per "occurrence".

40. Tenant Business Personal Property Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

pp. Tenant Business Personal Property Insurance – When Agreement Requires You Provide Insurance

- (1) When caused by a Covered Cause of Loss, subject to **Loss Payment – Property Loss Conditions** paragraph **E.5.d.(3)(b)**, we will pay for direct physical loss or damage to Business Personal Property of others in your care, custody or control that is located within buildings insured under this policy for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of buildings where business personal property is located, the most we will pay per insured location under this Additional Coverage is \$25,000 per "occurrence".
- (3) This Additional Coverage is not subject to the **Limits of Insurance** of **Section I – Property**.

41. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs**, paragraph (2) is replaced by the following:

- (2) The most we will pay for loss or damage in any one "occurrence" is \$20,000 per insured location.

42. Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. Transit Business Income and Extra Expense

You may extend your Business Income or Extra Expense coverages to apply to the actual loss of

Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss or damage to Covered Property "in transit" caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$50,000.

43. Utility Services

Under **Section I - Property A.5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). The most we will pay for any loss under this Additional Coverage is \$25,000.
- (2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$25,000.

(3) Services:

- (a) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (i) Pumping stations; and
 - (ii) Water mains.
- (b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines or overhead distribution lines.

(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines,

But does not include overhead transmission lines, overhead distribution lines, overhead transformers or any other overhead service equipment or similar (however mounted and whatever mounted upon) equipment.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Utility Services Additional Coverage.

44. Virus and Hacking Coverage

Under **Section I – Property, A.5. Additional Coverages**, paragraphs (5) and (6) under **ee. Virus and Hacking Coverage**, are replaced with the following:

- (5) The most we will pay for loss of or damage to computer “hardware” or “software” in any one occurrence under this Additional Coverage is \$5,000. The most we pay for all covered losses to computer “hardware” or “software” under this Additional Coverage during each separate 12-month period of this policy is \$50,000.
- (6) The most we will pay under this Additional Coverage –Virus and Hacking for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or

computer systems involved, is \$50,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

45. Property Off Premises

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

q. Worldwide Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is temporarily outside the coverage territory, while “in transit” or on airborne transportation carriers for the purpose of exhibition, service or repair caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage Extension is \$50,000 per “occurrence”. The amount payable under this Coverage Extension is not subject to the Limits of Insurance of Section I - Property.

B. BLANKET COVERAGES

Blanket Coverage Limit of Insurance

The following additional coverage is added:

We will pay up to \$150,000 as a Blanket Coverage Limit of Insurance to apply at each scheduled premises and to apply to the sum of all covered losses under the coverages described in this section **B.1** through **B.5** arising out a single “occurrence” due to a Covered Cause of Loss.

You may distribute this Coverage Limit among these coverages as you deem necessary. However, after a loss, we will not pay more than \$150,000 at any one insured location per “occurrence”.

1. Accounts Receivables

Under Section I – Property A. 6. Coverage Extensions, f. Accounts Receivables, paragraph (2) is replaced by the following:

(2) The most we will pay under this Coverage Extension for loss or damage in any one “occurrence” at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

2. Computer Equipment

Under Section I – Property A. 5. Additional Coverages, r. Computer Equipment, paragraph (4) is replaced by the following:

(4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage to property listed in (1)(a – d) in any one “occurrence” at insured locations is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

The most we will pay for property listed in (1)(a – d) in any one “occurrence” for such property that you newly acquire is \$100,000.

With respect to newly acquired property under this Additional Coverage, coverage will end when any of the following occurs:

- (a) The policy expires;
- (b) 180 days after you acquire the property listed in (1)(a – d);
- (c) You report values to us.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one “occurrence”. This Additional Coverage is not subject to the Limits of Insurance **Section I - Property**.

3. Debris Removal

Under Section I – Property A.5. Additional Coverages, a. Debris Removal, paragraph (3) is replaced by the following:

(3) We will pay up to the blanket limit of insurance for debris removal expense, in any one “occurrence” of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (3)(a) and/or (3)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the blanket limit of insurance.

4. Spoilage

pp. Spoilage

Under Section I – Property A. 5. Additional Coverages, the following is added:

The following provisions (A. through G. inclusive) apply to the insurance provided by this Additional Coverage:

A. Paragraph A.1. Covered Property in Section I – Property, the following is added for purposes of this Additional Coverage Spoilage:

(1) Covered Property

Covered Property means “perishable goods” at the insured locations, if the “perishable goods” are:

- (a) Owned by you and used in your business; or
- (b) Owned by others and in your care, custody or control except as otherwise provided in **Loss Payment Property Loss Condition E.5.d.(3)(b)**.

B. The following is added to paragraph A.2. Property Not Covered in Section I – Property:

v. Property located:

- (1) On the exterior of buildings;

(2) In the open; or

(3) In vehicles.

C. Paragraph **A.3. Covered Causes Of Loss** in **Section I – Property** is replaced by the following:

(3) Covered Causes Of Loss

Subject to the exclusions described in item **E.** of this Additional Coverage, covered causes of loss means the following:

(a) Breakdown or Contamination, meaning:

(1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

(2) Contamination by a refrigerant. Coverage applies only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

(b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph **A.6. Coverage Extensions** in **Section I – Property** does not apply.

E. Paragraph **B. Exclusions** in **Section I – Property** does not apply to this Coverage Extension except for:

(a) Paragraph **B.1.b.**, Earth Movement;

i. Paragraph **B.1.c.**, Governmental Action;

ii. Paragraph **B.1.d.**, Nuclear Hazard;

iii. Paragraph **B.1.f.**, War and Military Action; and

iv. Paragraph **B.1.g.**, Water.

Under **Section I – Property, B. Exclusions**, Paragraph **2:** The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.

b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

c. The inability of an electrical utility company or other power source to provide sufficient power due to:

(1) Lack of fuel; or

(2) Governmental order.

d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Conditions

1. Under **Section E. Property Loss Conditions** in **Section I – Property**, item **d.** of **Condition 5. Loss Payment** is replaced by the following for purposes of this Additional Coverage, Spoilage:

d. We will determine the value of Covered Property as follows:

(1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;

(2) For other "perishable goods", at actual cash value.

- G. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one “occurrence” is subject to the Blanket Coverage Limit of Insurance.

5. Valuable Papers and Records

Section I – Property A.6. Coverage Extensions, e. Valuable Papers and Records, paragraph (3) is replaced by the following:

- (3)** Regardless of the number of locations involved, the most we will pay under this Coverage Extension for loss or damage in any one “occurrence” at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE GOLD ARCHITECTS AND ENGINEERS BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Deluxe Gold Architects and Engineers Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** and **B.** to determine the actual coverages and limits provided.

A	Scheduled Coverages	Limit	Page
1	Backup or Overflow of a Sewer, Drain or Sump	Included	2
2	Brands and Labels	Included	3
3	Business Income and Extra Expense from Dependent Properties	\$50,000	3
4	Business Income Billable Hours Option	\$25,000	4
5	Business Income Extension from Websites	\$50,000 / 7 days	5
6	Civil Authority	4 weeks; 24 hour waiting period	5
7	Claims Expense	\$10,000	6
8	Computer Fraud and Funds Transfer Fraud	\$10,000	6
9	Consequential Loss to Stock	Included	7
10	Contractual Penalties	\$25,000	7
11	Employee Dishonesty Including ERISA	\$25,000	7
12	Expediting Expenses	\$25,000	8
13	Extended Business Income	90 days	8
14	Fine Arts	\$50,000	8
15	Fire Department Service Charge	\$25,000	9
16	Fire Extinguisher Systems Recharge	\$25,000	9
17	Forgery and Alteration	\$50,000	9
18	Garages, Storage Buildings and Other Appurtenant Structures	\$50,000	9
19	Hired Auto – Physical Damage	\$50,000	9
20	Interruption of Computer Operations	\$100,000	11
21	Laptop Computer Coverage Worldwide	\$10,000	11
22	Marring and Scratching	Included	12
23	Money and Securities	\$25,000	12
24	Money Orders and Counterfeit Paper Currency	\$25,000	12
25	Newly Acquired or Constructed Property	180 days	12
26	Newly Acquired Business Income	\$500,000	12
27	Ordinance or Law – Demolition Cost and Increased Cost of Construction	\$25,000	13
28	Ordinance or Law (Tenant’s Improvement Extension)	\$25,000	13
29	Ordinance or Law – Increased Period of Restoration	\$50,000	14
30	Outdoor Property	\$25,000	14
31	Personal Effects	\$75,000	14
32	Personal Property in Transit	\$25,000	14
33	Personal Property Off Premises	\$50,000	14
34	Precious Metal Theft Payment Changes	\$25,000	15
35	Preservation of Property	90 days	15
36	Preservation of Property – Expense	\$25,000	15
37	Salesperson’s Samples	\$25,000	15

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A	Scheduled Coverages	Limit	Page
38	Temporary Relocation of Property	\$50,000	15
39	Tenant Building Insurance - When Lease Requires You Provide Insurance	\$25,000	16
40	Tenant Business Personal Property Insurance - When Lease Requires You Provide Insurance	\$25,000	16
41	Tenant Sign	\$20,000	16
42	Transit Business Income and Extra Expense	\$50,000	16
43	Utility Services – Direct Damage	\$25,000	16
	Utility Services – Business Income	\$50,000	
44	Virus and Hacking Coverage	\$50,000	17
45	Worldwide Property Off Premises	\$50,000	17

B	Blanket Coverages	Limit \$350,000	Page
1	Accounts Receivables	Included	18
2	Computer Equipment	Included	18
3	Debris Removal	Included	18
4	Spoilage	Included	18
5	Valuable Papers and Records	Included	20

COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, including Deductibles, except as provided below.
- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.

- IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from Dependent Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Backup or Overflow from a Sewer, Drain or Sump

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

gg. Backup or Overflow of Sewers, Drains or Sumps

- (1) We will pay for damage or loss to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or that is otherwise discharged from a sewer, drain, sump or sump pump.
- (2) For purposes of this Additional Coverage only, under **Section B. 1. Exclusions**, exclusion **g.(3)** is deleted.
- (3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.

(4) Special Limitations

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by backup or overflow of sewers, drains or sumps when such event is a localized incident and not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the backup or overflow of a sewer, drain or sump is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above definition apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

2. Brands and Labels

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered

Cause of Loss, and we elect to take all or any part of the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

3. Loss of Business Income and Extra Expense from Dependent Properties

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties**, the heading and paragraph **(1)** are deleted and replaced by the following:

l. Loss of Business Income and Extra Expense from Dependent Properties
Business Income from Dependent Properties

(1) We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain due to direct physical loss or damage at the premises of a “dependent property” caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$50,000 per “occurrence”, regardless of the number of “dependent properties” affected.

The “dependent property” must be located in the coverage territory.

The following is added after item **m.(7) of Business Income and Extra Expense from Dependent Properties**:

Extra Expense from Dependent Properties

(1) We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a “dependent property” caused by or resulting from any Covered Cause of Loss.

The incurred expense must be related to your business activities As provided in Paragraph (2) below and deal with your actions to assist your own business activities. We will not pay any expenses incurred that directly or indirectly serve to speed, or otherwise assist, recovery of an affected dependent property.

The most we will pay under this Additional Coverage is \$50,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

(2) Extra Expense means expense incurred by you:

(a) To avoid or minimize the "suspension" of business and to continue "operations", or

(b) To minimize the "suspension" of business if you cannot continue "operations",

due to covered loss of or damage to a "dependent property" or properties.

(3) We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage to the dependent property.

(4) The Extra Expense coverage period, as stated in paragraph (3), does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(5) The following also apply to this Additional Coverage:

(a) Extra Expense, item g.(4); and

(b) Section I – Property, 5. Additional Coverages, f. Loss of Business Income, paragraph (4) Resumption of Operations, paragraph (b).

The expiration date of this policy will not reduce the Extra Expense coverage period.

4. Business Income – Billable Hours Option

Under Section I – Property E. Property Loss Conditions of the Businessowners Coverage Form, paragraph 5., the following is added:

n. A covered loss under the Business Income and Extra Expense coverage may be adjusted on the following basis at your option:

(1) You may choose to have your Business Income loss paid on a billable hours basis.

(2) If you choose to elect this optional loss settlement method for loss caused by any one "occurrence", it will not be necessary to calculate lost Business Income and Extra Expense as required under Additional Coverages f. and g. of the Businessowners Coverage Form.

(3) If you choose this option, under Section I – Property, A.5. Additional Coverages, paragraph (c) under f. Loss of Business Income, is replaced with the following:

(c) Business Income means the:

(1) The income that would have been generated from billable hours normally charged by you to your clients for services performed by you or your employees if no physical loss or damage occurred; and

(2) Other income of your business that would have been incurred if no physical loss or damage occurred, and

(3) Continuing normal operating expenses incurred.

(4) The most we will pay for loss of business income under the billable hours option in any one "occurrence" is \$25,000.

(5) For any “occurrence”, the two available methods for adjusting and calculating business income and extra expense loss may not be combined. When the alternative billable hours approach described above is selected, you are not entitled to make claim for loss exceeding \$25,000 on an actual loss sustained basis.

- (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
- (b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property**.

5. Business Income from Websites

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

hh. Business Income From Websites

- (1) You may extend this insurance to apply to a “suspension” of “operations” caused by direct physical loss or damage to property that you depend on for “web site and communications services” from a Covered Cause of Loss.
- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one “occurrence” under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.
- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides “web site and communications services”.
- (5) “Web Site and Communication Services” means:

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6. Civil Authority

Under **Section I – Property, A.5. Additional Coverages**, Paragraph i. **Civil Authority**, is replaced with the following:

i. Civil Authority

When Loss of Business Income Coverage is provided under this policy:

We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property within 1 mile of the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 24 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

- (1) 4 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

7. Claims Expense

Under **Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal** is deleted and replaced with:

j. Claims Expense

- (1) We will pay all reasonable expenses you incur at our request to assist us in:
 - (a) The investigation of a claim;
 - (b) The determination of the amount of loss, such as taking inventory; or
 - (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) We will not pay for expense:
 - (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by them;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy
- (3) The most we will pay under this coverage extension \$10,000.
- (4) The deductible does not apply to this Coverage Extension.

8. Computer Fraud and Funds Transfer Fraud

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

ii. Computer Fraud and Funds Transfer Fraud

- (1) The Computer Fraud And Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

(a) To a person (other than a messenger) outside those premises; or

(b) To a place outside those premises.

(2) The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$10,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.

(3) The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities Additional Coverage**:

(d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

1. To a person (other than a messenger) outside those premises; or

2. To a place outside those premises.

(4) The following are added to Paragraph **G. Property Definitions**:

33. "Fraudulent instruction" means:

(a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

- (b) A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.
34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":
- (a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - (b) By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

9. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

m. Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.
- (2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

10. Contractual Penalties

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

n. Contractual Penalties

You may extend your Business Income coverage to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

- (1) Result from your failure to timely deliver your product according to contract terms;
- (2) Result from direct physical loss or damage by a Covered Cause of Loss; and
- (3) Have been paid to your customer.

The most we will pay under this Extension is \$25,000.

11. Employee Dishonesty including ERISA Compliance.

Under **Section I – Property A.5. Additional Coverages, p. Employee Dishonesty**, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss or damage in any one "occurrence" is \$25,000 or the amount shown in the Additional Property Coverage Schedule. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

12. Expediting Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

jj. Expediting Expenses

1. When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:
 - (a) Make temporary repairs;
 - (b) Expedite permanent repair or replacement of damaged property; or
 - (c) Provide training on replacement machines or equipment.
- (2) The most we will pay for loss under this Additional Coverage is \$25,000 per "occurrence".
- (3) The amount payable under this Additional Coverage is not subject to **Section I – Limits of Insurance**.

13. Extended Business Income

Under **Section 1 – Property A.5 Additional Coverages, f. Business Income** paragraph (2) **Extended Business Income** is replaced with the following:

(2) Extended Business Income

- (a) If no Business Income Coverage is provided under this policy, then there is no Extended Business Income Coverage afforded under this policy.
- (b) If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date covered property except finished stock is actually repaired, rebuilt or replaced (to the extent necessary to resume operations) and "operations" are resumed; and

- (2) Ends on the earlier of:

- (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
- (ii) The later of 90 consecutive days or the number of consecutive days shown in the Additional Property Coverage Schedule for this Additional Coverage after the date determined in (2)(b) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (c) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

14. Fine Arts

Under **Section I – Property A.5. Additional Coverages, x. Fine Arts**, paragraph (2) and (4) are replaced by the following:

- (2) Regardless of the number of insured locations affected, the most we will pay per "occurrence" under this Additional Coverage is \$50,000.
- (4) Exclusions **B.1.b.**, **B.1.e.**, **B.1.g.**, **2.a.**, and **2.c.** do not apply to this Additional Coverage.

Under **Section I – Property G. Definitions**, Paragraph **13.** is replaced with the following:

13. "Fine Arts" means architectural models, paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" furniture, "antique" jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit.

15. Fire Department Service Charge

Under **Section I – Property A.5. Additional Coverages, c. Fire**

Department Service Charge is deleted and replaced with:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department services unless a higher Limit of Insurance is shown in the Declarations if:

- (1) Assumed by contract or agreement prior to the loss; or
- (2) Required by local ordinance.

This Additional coverage is not subject to the Limits of Insurance of **Section I – Property**.

16. Fire Extinguisher Systems Recharge

Under **Section I – Property A.6. Coverage Extensions**, paragraph **o. Fire Extinguisher Systems Recharge Expense**, is replaced with the following:

o. Fire Extinguisher Systems Recharge Expense

- (1) When caused by or resulting from a Covered Cause of Loss, we will pay:
 - (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1000 feet of the described premises; and
 - (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing or due to the maintenance of equipment.
- (3) The most we will pay under this Additional Coverage is \$25,000 in any one "occurrence". The deductible does not apply to these expenses.

17. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages**, **k. Forgery and Alteration**, paragraph (5) is replaced by the following:

(5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

18. Under Section I – Property, A.6. Coverage Extensions, paragraph **h. Garages, Storage Buildings and Other Appurtenant Structures**, is replaced with the following:

h. Garages, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, including, but not limited to, swimming pools; spas; and the associated equipment within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises regardless of the number of buildings or structures affected.

19. Hired Auto – Physical Damage

Under **Section I - Property A. 5. Additional Coverages**, the following is added:

kk. Hired Auto – Physical Damage

- (1) We will pay for loss to an "auto" you lease, hire or rent. For purposes of this Additional Coverage, "employees", officers, members and directors are insured when the "auto" is leased, hired or rented for travel on a short term basis but only with respect to the conduct of the insured's business. This does not include any "auto" you lease, hire or rent from any of your "employees", partners or members of their households.

We will pay for loss to a covered "auto" or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

- (i) The covered "auto's" collision with another object; or
- (ii) The covered "auto's" overturn.

(b) Collision coverage

Caused by:

- (i) The covered "auto's" collision with another object; or
- (ii) The covered "auto's" overturn.

(2) Under Section I - Property A. 2., the following replaces Property Not Covered:

Property Not Covered

We will not pay for loss to any of the following:

- (a) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.
- (b) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (c) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- (d) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

(3) For insurance provided by this Additional Coverage, under Section B. Exclusions, only the following exclusions apply:

- (a) Paragraph B. 1. d., Nuclear Hazard; and
- (b) Paragraph B. 1. f., War and Military Action.

The following additional exclusions will apply to this Additional Coverage:

(a) False Pretense

We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily

part with it by trick or scheme or under false pretenses; or

(b) We will not pay for loss caused by or resulting from:

Wear and tear; freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

(4) Section C. Limits of Insurance is replaced by the following:

The most we will pay for loss to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of loss;
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (c) \$50,000.

(5) Under Section D. Deductibles, paragraph 5. the following is added:

A \$1,000 deductible applies to the following Additional Coverage:

f. Hired Auto – Physical Damage

(6) Under Section G. Definitions, the following is added:

"Auto" means, a land motor vehicle, trailer or semitrailer.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property.**

This coverage is provisional and excess to any other valid insurance whether collectible or not.

20. Interruption of Computer Operations

Under **Section I – Property A.5. Additional Coverages, ff. Interruption of Computer Operations,** paragraph

(3) is replaced by the following:

(3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved is:

- (a) \$100,000 unless a higher Limit of Insurance is shown in the

Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

- (b) \$25,000 in any one "occurrence" for interruptions covered under paragraphs (1) and (2) above for loss arising out of a Covered Cause of Loss occurring away from the described premises. This per "occurrence" limit applies regardless of the number of premises involved.
- (c) \$50,000 for all losses arising out of interruptions covered under paragraphs (1) and (2) that arise out of a Covered Cause of Loss occurring away from the described premises during each separate 12 month period of this policy.

21. Laptop Computer Coverage Worldwide

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

II. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.
- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss**

Condition paragraph E.5.d.(3)(b).

- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per "occurrence", including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$10,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.
- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained loss when the property is baggage checked with a carrier for transit.
- (5) **Limitations**, item **b.** does not apply to this Additional Coverage.
- (6) The provisions for Business Income loss will be governed by the terms of **Additional Coverage – f. Loss of Business** except:
 - (a) Requirements that loss occur within 1000 feet or at the described premises under **f.(1)** are suspended for this coverage; and
 - (b) The following items do not apply to this Additional Coverage:
 - 1. **f.1.c.(2)**;
 - 2. **f.(2)** Extended Business Income; and
 - 3. **f.(3)(c)**
- (7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – **g. Extra Expense** except:
 - (a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage.

22. Marring and Scratching

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

o. Marring and Scratching

We will pay for loss or damage to Covered Property at the described premises due to sudden and accidental marring and scratching of:

- (1) Your "stock";
- (2) Your printing plates; and

- (3) Property of others that is in your care, custody or control.

This Cause of Loss does not apply to:

- (1) Property at other than the described premises; and
- (2) Property in transit

Payment under this Extension is included within your Business Personal Property Limit of Insurance.

23. Money and Securities

Under **Section I – Property, A.5. Additional Coverages**, paragraphs (2)(a) and (2)(b) under **s. Money & Securities**, are replaced with the following:

- (2) The most we will pay for loss in any one “occurrence” is:
 - (a) \$25,000 or the amount shown in the Additional Property Coverage Schedule Inside the Premises for “money” and “securities” while:
 - (i) In or on the described premises; or
 - (ii) Within a bank or savings institution in the coverage territory; and
 - (b) \$25,000 or the amount shown in the Additional Property Coverage Schedule Outside the Premises for “money” and “securities” while at any other location listed in (1) above and while in the coverage territory.

This additional coverage is not subject to the Limits of Insurance **Section I – Property**.

24. Money Orders and Counterfeit Paper Currency

Under **Section I – Property A. 5. Additional Coverages, j. Money Orders and Counterfeit Paper Currency** is replaced by the following:

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, “money” or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) “Counterfeit” paper currency that is acquired during the regular course of business.

Regardless of the number of insured locations involved, the most we will pay per “occurrence” under this Additional Coverage is \$25,000. Payment for loss is included within the applicable Limit of Insurance.

25. Newly Acquired or Constructed Property:

Under **Section I – Property A.6. Coverage Extensions**, paragraph (4)(b) is replaced with the following:

- (b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

26. Newly Acquired or Constructed Property – Business Income and Extra Expense

Under **Section I – Property A.6. Coverage Extensions**, paragraph (3)(a) is replaced with the following:

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

27. Ordinance or Law – Demolition Cost and Increased Cost of Construction

Under **Section I – Property, A.5. Additional Coverages, paragraph I. Ordinance or Law, (5) Loss Payment**, paragraph (v) is replaced with the following:

- (v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

28. Ordinance or Law (Tenant’s Improvements Extension)

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, paragraph (1) is replaced by the following:

- (1) This Additional Coverage applies only:

When a Limit of Insurance for Business Personal Property for the affected building, or buildings, is shown on the Declarations; and then only when Business Personal Property is insured on a replacement cost basis.

- (2) This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, section (5) **Loss Payment** - paragraph (c) is replaced by the following:

- (c) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction is the Limit of Insurance shown below. Subject to this combined Limit of Insurance, the following loss payment provisions apply:

- (i) For Demolition Cost, we will not pay for more than the amount you actually spend to demolish and clear the site of the described premises.

- (ii) With respect to the Increased Cost of Construction:

- (1) We will not pay for the increased cost of construction:

- a. Until the property is actually repaired or replaced, at the same or another premises; and
- b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

- (iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

- (iv) If the ordinance or law requires relocation to another premise, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

- (v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this policy is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage for each damaged building is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

Regardless of the number of locations insured or buildings involved, the most we will pay for loss under Demolition Cost and Increased Cost of Construction for tenant's improvements and betterments for each described premises insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

29. Ordinance or Law – Increased Period of Restoration

Under **Section I – Property, A.5. Additional Coverages**, the following is added to **I. Ordinance or Law**, under Paragraph (4) **Coverage**:

- (d) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction or repair of any property;

(2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

(3) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

(1) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(2) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(e) The most we will pay for loss under Ordinance or Law – Increased Period of Restoration is \$50,000 for each described building insured under this coverage form or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Ordinance or Law – Increased Period of Restoration for each described building is \$50,000.

The Ordinance or Law – Increased Period of Restoration coverage is not subject to the Limits of Insurance of **Section I – Property.**

30. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property, paragraph (4)** is replaced by the following:

(4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Extension is \$25,000 per "occurrence", but not more than

\$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

31. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises.

32. Personal Property in Transit

Under **Section I – Property A. 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5)** is replaced by the following:

(5) The most we will pay for loss or damage under this Extension is \$75,000.

33. Personal Property Off Premises

Under **Section I – Property A.6. Coverage Extensions, Paragraph b. Personal Property Off Premises**, is replaced with the following:

b. Personal Property Off Premises

(1) You may extend the insurance that applies to Business Personal Property while:

(a) Temporarily at a location you do not own, lease or operate; or

(b) At any fair, trade show or exhibition.

(2) The most we will pay for loss or damage under this Coverage Extension is \$50,000 per "occurrence" or the amount shown in the Additional Property Coverage Schedule, whichever is greater.

34. Precious Metal Theft Payment Changes

Under **Section I – Property A.4. Limitations**, Paragraph **c.** is replaced with the following:

c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

(1) \$10,000 for furs, fur garments and garments trimmed with fur.

(2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones.

This limit does not apply to jewelry and watches worth \$250 or less per item.

- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

35. Preservation of Property

Under **Section I – Property, A.5. Additional Coverages**, paragraph **b. Preservation of Property**, is replaced with the following:

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

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 90 days after the property is first moved.

This Additional Coverage does not increase the applicable Limit of Insurance.

36. Preservation of Property – Expense

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

mm. Preservation of Property - Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000 or the limit shown in the Amended Limits of Insurance Endorsement. This Additional Coverage is not

subject to **Section I – Limits of Insurance**.

37. Salesperson's Samples

Under **Section I - Property A. 5. Additional Coverages, z. Salesperson's Samples**, paragraph (2) is replaced by the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$25,000 per "occurrence". This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

38. Temporary Relocation of Property

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

nn. Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.

- (3) The most we will pay under this Additional Coverage is \$50,000. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

39. Tenant Building Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

oo. Tenant Building Insurance – When Lease Requires You Provide Insurance

- (1) When a Limit of Insurance for Business Personal Property and when caused by a Covered Cause of Loss, we will pay for direct physical loss or damage to a described building under this policy and in your care, custody or control for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of described buildings affected, the most we will pay per insured

location under this Additional Coverage is \$25,000 per "occurrence".

40. Tenant Business Personal Property Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

pp. Tenant Business Personal Property Insurance – When Agreement Requires You Provide Insurance

- (1) When caused by a Covered Cause of Loss, subject to **Loss Payment – Property Loss Conditions** paragraph **E.5.d.(3)(b)**, we will pay for direct physical loss or damage to Business Personal Property of others in your care, custody or control that is located within buildings insured under this policy for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of buildings where business personal property is located, the most we will pay per insured location under this Additional Coverage is \$25,000 per "occurrence".
- (3) This Additional Coverage is not subject to the **Limits of Insurance** of **Section I – Property**.

41. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs**, paragraph (2) is replaced by the following:

- (2) The most we will pay for loss or damage in any one "occurrence" is \$20,000 per insured location.

42. Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. Transit Business Income and Extra Expense

You may extend your Business Income or Extra Expense coverages to apply to the actual loss of

Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss or damage to Covered Property "in transit" caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$50,000.

43. Utility Services

Under **Section I - Property A.5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). The most we will pay for any loss under this Additional Coverage is \$25,000.
- (2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$50,000.

(3) Services:

- (a) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (i) Pumping stations; and
 - (ii) Water mains.
- (b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines or overhead distribution lines.

(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines,

But does not include overhead transmission lines, overhead distribution lines, overhead transformers or any other overhead service equipment or similar (however mounted and whatever mounted upon) equipment.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Utility Services Additional Coverage.

44. Virus and Hacking Coverage

Under **Section I – Property, A.5. Additional Coverages**, paragraphs (5) and (6) under **ee. Virus and Hacking Coverage**, are replaced with the following:

- (5) The most we will pay for loss of or damage to computer “hardware” or “software” in any one occurrence under this Additional Coverage is \$5,000. The most we pay for all covered losses to computer “hardware” or “software” under this Additional Coverage during each separate 12-month period of this policy is \$50,000.
- (6) The most we will pay under this Additional Coverage –Virus and Hacking for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or

computer systems involved, is \$50,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

45. Property Off Premises

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

q. Worldwide Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is temporarily outside the coverage territory, while “in transit” or on airborne transportation carriers for the purpose of exhibition, service or repair caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage Extension is \$50,000 per “occurrence”. The amount payable under this Coverage Extension is not subject to the Limits of Insurance of Section I - Property.

B. BLANKET COVERAGES

Blanket Coverage Limit of Insurance

The following additional coverage is added:

We will pay up to \$350,000 as a Blanket Coverage Limit of Insurance to apply at each scheduled premises and to apply to the sum of all covered losses under the coverages described in this section **B.1** through **B.5** arising out a single “occurrence” due to a Covered Cause of Loss.

You may distribute this Coverage Limit among these coverages as you deem necessary. However, after a loss, we will not pay more than \$350,000 at any one insured location per “occurrence”.

1. Accounts Receivables

Under Section I – Property A. 6. Coverage Extensions, f. Accounts Receivables, paragraph (2) is replaced by the following:

(2) The most we will pay under this Coverage Extension for loss or damage in any one “occurrence” at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

2. Computer Equipment

Under Section I – Property A. 5. Additional Coverages, r. Computer Equipment, paragraph (4) is replaced by the following:

(4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage to property listed in (1)(a – d) in any one “occurrence” at insured locations is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

The most we will pay for property listed in (1)(a – d) in any one “occurrence” for such property that you newly acquire is \$100,000.

With respect to newly acquired property under this Additional Coverage, coverage will end when any of the following occurs:

- (a) The policy expires;
- (b) 180 days after you acquire the property listed in (1)(a – d);
- (c) You report values to us.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one “occurrence”. This Additional Coverage is not subject to the Limits of Insurance **Section I - Property**.

3. Debris Removal

Under Section I – Property A.5. Additional Coverages, a. Debris Removal, paragraph (3) is replaced by the following:

(3) We will pay up to the blanket limit of insurance for debris removal expense, in any one “occurrence” of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (3)(a) and/or (3)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the blanket limit of insurance.

4. Spoilage

pp. Spoilage

Under Section I – Property A. 5. Additional Coverages, the following is added:

The following provisions (A. through G. inclusive) apply to the insurance provided by this Additional Coverage:

A. Paragraph A.1. Covered Property in Section I – Property, the following is added for purposes of this Additional Coverage Spoilage:

(1) Covered Property

Covered Property means “perishable goods” at the insured locations, if the “perishable goods” are:

- (a) Owned by you and used in your business; or
- (b) Owned by others and in your care, custody or control except as otherwise provided in **Loss Payment Property Loss Condition E.5.d.(3)(b)**.

B. The following is added to paragraph A.2. Property Not Covered in Section I – Property:

v. Property located:

- (1) On the exterior of buildings;

(2) In the open; or

(3) In vehicles.

C. Paragraph **A.3. Covered Causes Of Loss** in **Section I – Property** is replaced by the following:

(3) Covered Causes Of Loss

Subject to the exclusions described in item **E.** of this Additional Coverage, covered causes of loss means the following:

(a) Breakdown or Contamination, meaning:

(1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

(2) Contamination by a refrigerant. Coverage applies only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

(b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph **A.6. Coverage Extensions** in **Section I – Property** does not apply.

E. Paragraph **B. Exclusions** in **Section I – Property** does not apply to this Coverage Extension except for:

(a) Paragraph **B.1.b.**, Earth Movement;

i. Paragraph **B.1.c.**, Governmental Action;

ii. Paragraph **B.1.d.**, Nuclear Hazard;

iii. Paragraph **B.1.f.**, War and Military Action; and

iv. Paragraph **B.1.g.**, Water.

Under **Section I – Property, B. Exclusions**, Paragraph **2:** The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.

b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

c. The inability of an electrical utility company or other power source to provide sufficient power due to:

(1) Lack of fuel; or

(2) Governmental order.

d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Conditions

1. Under **Section E. Property Loss Conditions** in **Section I – Property**, item **d.** of **Condition 5. Loss Payment** is replaced by the following for purposes of this Additional Coverage, Spoilage:

d. We will determine the value of Covered Property as follows:

(1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;

(2) For other "perishable goods", at actual cash value.

- G. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one “occurrence” is subject to the Blanket Coverage Limit of Insurance.

5. Valuable Papers and Records

Section I – Property A.6. Coverage Extensions, e. Valuable Papers and Records, paragraph (3) is replaced by the following:

- (3)** Regardless of the number of locations involved, the most we will pay under this Coverage Extension for loss or damage in any one “occurrence” at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE PLATINUM BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Deluxe Platinum Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** and **B.** to determine the actual coverages and limits provided.

A	Scheduled Coverages	Limit	Page
1	Advertising Expense to Regain Customers	\$2,500	2
2	Backup or Overflow of a Sewer, Drain or Sump	Included	3
3	Brands and Labels	Included	3
4	Broad Form Water Damage	\$100,000	3
5	Business Income and Extra Expense from Dependent Properties	\$100,000	4
6	Business Income Extension from Websites	\$50,000 / 7 days	5
7	Claims Expense	\$10,000	5
8	Computer Fraud and Funds Transfer Fraud	\$10,000	6
9	Consequential Loss to Stock	Included	7
10	Contingent Transit Business Income and Extra Expense	\$100,000	7
11	Contractual Penalties	\$25,000	7
12	Employee Dishonesty Including ERISA	\$25,000	7
13	Expediting Expenses	\$25,000	7
14	Extended Business Income	90 days	8
15	Fine Arts	\$50,000	8
16	Fire Department Service Charge	\$25,000	8
17	Fire Extinguisher Systems Recharge	Included	8
18	Forgery and Alteration	\$50,000	9
19	Foundations and Underground Pipes	\$250,000	9
20	Garages, Storage Buildings and Other Appurtenant Structures	\$50,000	9
21	Hired Auto – Physical Damage	\$50,000	9
22	Interruption of Computer Operations	\$50,000	10
23	Key Replacement and Lock Repair	\$5,000	10
24	Laptop Computer Coverage Worldwide	\$25,000	11
25	Lessor's Lease Cancellation	\$10,000	11
26	Lessor's Tenant Move Expenses	\$10,000 / 60 days	12
27	Marring and Scratching	Included	12
28	Money Orders and Counterfeit Paper Currency	\$25,000	12
29	Newly Acquired or Constructed Property	180 days	12
30	Newly Acquired Business Income	\$500,000	12
31	Ordinance or Law – Demolition Cost and Increased Cost of Construction	\$50,000	12
32	Ordinance or Law (Tenant's Improvement Extension)	\$25,000	13
33	Ordinance or Law – Increased Period of Restoration	\$10,000	13
34	Outdoor Property	\$25,000	14
35	Personal Effects	\$75,000	14
36	Personal Property in Transit	\$25,000	14
37	Personal Property of Others – Replacement Cost	Included	14
38	Personal Property Off Premises	\$50,000	14

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A	Scheduled Coverages	Limit	Page
39	Precious Metal Theft Payment Changes	\$25,000	14
40	Preservation of Property – Expense	\$25,000	15
41	Salesperson's Samples	\$25,000	15
42	Soft Cost	\$10,000	15
43	Spoilage	\$25,000	15
44	Temporary Relocation of Property	\$50,000	17
45	Tenant Building Insurance - When Lease Requires You Provide Insurance	\$25,000	17
46	Tenant Business Personal Property Insurance - When Lease Requires You Provide Insurance	\$25,000	17
47	Tenant Sign	\$20,000	17
48	Transit Business Income and Extra Expense	\$50,000	17
49	Unauthorized Business Credit Card Use	\$10,000	17
50	Utility Services – Direct Damage	\$25,000	17
	Utility Services – Business Income	\$50,000	
51	Virus and Hacking Coverage	\$50,000	18
52	Worldwide Property Off Premises	\$50,000	18

B	Blanket Coverages	Limit \$350,000	Page
1.	Accounts Receivables	Included	19
2.	Computer Equipment	Included	19
3.	Debris Removal	Included	19
4.	Personal Property of Others	Included	19
5.	Valuable Papers and Records	Included	19

COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, including Deductibles, except as provided below.
- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.

- IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from Dependent

Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Advertising Expense to Regain Customers

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

gg. Advertising Expense

- (1) If we make payment for a Covered Cause of Loss under this policy and there is a "suspension" of "operations" caused by direct physical loss or damage to property, we will pay for necessary advertising expenses you incur solely to regain customer faith and approval.
- (2) We will only pay the necessary advertising expenses that you incur within 60 consecutive days after the "period of restoration" ends.
- (3) The most we will pay under this Additional Coverage for all necessary

advertising expenses in any one policy year is \$2,500.

2. Backup or Overflow from a Sewer, Drain or Sump

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

hh. Backup or Overflow of Sewers, Drains or Sumps

- (1) We will pay for damage or loss to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or that is otherwise discharged from a sewer, drain, sump or sump pump.
- (2) For purposes of this Additional Coverage only, under **Section B. 1. Exclusions**, exclusion **g.(3)** is deleted.
- (3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.

(4) Special Limitations

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by backup or overflow of sewers, drains or sumps when such event is a localized incident and not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the backup or overflow of a sewer, drain or sump is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or

other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above definition apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

3. Brands and Labels

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered Cause of Loss, and we elect to take all or any part of the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

4. Broad Form Water Damage

Under **Section I - Property A.5. Additional Coverages**, the following is added:

ii. Broad Form Water Damage

- (1) We will pay for direct physical loss of or damage to Covered Property caused by "broad form water damage".
- (2) Under **Section B. 1. Exclusions**, exclusion **g. (4)** is deleted.
- (3) The most we will pay for any loss under this Additional Coverage is \$100,000 per "occurrence".
- (4) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$1,000. This deductible is to apply separately:
 - (a) To each building, including personal property therein (a single deductible applies);

(b) To personal property in each building if no coverage is provided on the containing building; and

(c) To personal property in the open.

The aggregate amount of this deductible in any one "occurrence" shall not exceed \$5,000.

We will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

(5) Under **Section G. Definitions**, the following is added:

33. "Broad form water damage" means loss or damage to Covered Property caused by:

a. Water under the ground surface pressing on, or flowing or seeping through:

(1) Foundations, walls, floor or paved surfaces;

(2) Basements, whether paved or not; or

(3) Doors, windows or other openings.

(6) **Special Limitations**

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by sub-terranean water when such event is a localized incident - not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the subterranean water causing the "broad form water damage" is itself caused by any flood or general flooding conditions - including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes,

oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

5. **Loss of Business Income and Extra Expense from Dependent Properties**

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties**, the heading and paragraph (1) are deleted and replaced by the following:

I. **Loss of Business Income and Extra Expense from Dependent Properties**

Business Income from Dependent Properties

(1) We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain due to direct physical loss or damage at the premises of a "dependent property" caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$100,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

The following is added after item **m.(7) of Business Income and Extra Expense from Dependent Properties**:

Extra Expense from Dependent Properties

(1) We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a "dependent property" caused by or resulting from any Covered Cause of Loss.

The incurred expense must be related to your business activities as provided in Paragraph (2) below and deal with your actions to assist your own business activities. We will not pay any expenses incurred that directly or indirectly serve to speed, or otherwise assist, recovery of an affected dependent property.

The most we will pay under this Additional Coverage is \$100,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

(2) Extra Expense means expense incurred by you:

(a) To avoid or minimize the "suspension" of business and to continue "operations", or

(b) To minimize the "suspension" of business if you cannot continue "operations",

due to covered loss of or damage to a "dependent property" or properties.

(3) We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage to the dependent property.

(4) The Extra Expense coverage period, as stated in paragraph (3), does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(5) The following also apply to this Additional Coverage:

(a) Extra Expense, item g.(4); and

(b) Section I – Property, 5. Additional Coverages, f. Loss of Business Income, paragraph (4) Resumption of Operations, paragraph (b).

The expiration date of this policy will not reduce the Extra Expense coverage period.

6. Business Income from Websites

Under Section I – Property A. 5. Additional Coverages, the following is added:

jj. Business Income From Websites

(1) You may extend this insurance to apply to a "suspension" of "operations" caused by direct

physical loss or damage to property that you depend on for "web site and communications services" from a Covered Cause of Loss.

(2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.

(3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one "occurrence" under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.

(4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".

(5) "Web Site and Communication Services" means:

(a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or

(b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

This Additional Coverage is not subject to the Limits of Insurance under Section I – Property.

7. Claims Expense

Under Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal is deleted and replaced with:

j. Claims Expense

(1) We will pay all reasonable expenses you incur at our request to assist us in:

(a) The investigation of a claim;

(b) The determination of the amount of loss, such as taking inventory; or

(c) The cost of preparing specific loss documents and other supporting exhibits.

- (2) We will not pay for expense:
- (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by them;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy
- (3) The most we will pay under this coverage extension \$10,000.
- (4) The deductible does not apply to this Coverage Extension.

8. Computer Fraud and Funds Transfer Fraud

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

kk. Computer Fraud and Funds Transfer Fraud

- (1) The Computer Fraud And Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
- (a) To a person (other than a messenger) outside those premises; or
 - (b) To a place outside those premises.
- (2) The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$10,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.
- (3) The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities** Additional Coverage:

- (d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

1. To a person (other than a messenger) outside those premises; or
2. To a place outside those premises.

- (4) The following are added to Paragraph **G. Property Definitions**:

33. "Fraudulent instruction" means:

- (a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- (b) A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.

34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

- (a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- (b) By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

9. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

I. Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.
- (2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

10. Contingent Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

m. Contingent Transit Business Income and Extra Expense

Subject to the terms of the **Additional Coverages Business Income and Extra Expense**, you may extend your Business Income or Extra Expense Coverage to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss of or damage to Business Personal Property of Others, not in your care, custody or control, while "in transit", caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$100,000.

Under **Section G. Definitions**, the following is added:

34. "In transit" means in the course of shipment from or to the premises shown in the Declarations. It includes such shipments while temporarily stopped or delayed, incidental to the delivery.

11. Contractual Penalties

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. Contractual Penalties

You may extend your Business Income coverage to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

- (1) Result from your failure to timely deliver your product according to contract terms;
- (2) Result from direct physical loss or damage by a Covered Cause of Loss; and
- (3) Have been paid to your customer.

The most we will pay under this Extension is \$25,000.

12. Employee Dishonesty including ERISA Compliance.

Under **Section I – Property A.5. Additional Coverages**, **p. Employee Dishonesty**, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss or damage in any one "occurrence" is \$25,000 or the amount shown in the Additional Property Coverage Schedule. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

13. Expediting Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

II. Expediting Expenses

(1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:

- (a) Make temporary repairs;
- (b) Expedite permanent repair or replacement of damaged property; or
- (c) Provide training on replacement machines or equipment.

(2) The most we will pay for loss under this Additional Coverage is \$25,000 per "occurrence". The amount payable under this Additional Coverage is not subject to **Section I – Limits of Insurance**.

14. Extended Business Income

Under **Section 1 – Property A.5 Additional Coverages, f. Business Income** paragraph (2) **Extended Business Income** is replaced with the following:

(2) Extended Business Income

- (a) If no Business Income Coverage is provided under this policy, then there is no Extended Business Income Coverage afforded under this policy.
- (b) If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
 - (1) Begins on the date covered property except finished stock is actually repaired, rebuilt or replaced (to the extent necessary to resume operations) and "operations" are resumed; and
 - (2) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

(ii) The later of 90 consecutive days or the number of consecutive days shown in the Additional Property Coverage Schedule for this Additional Coverage after the date determined in (2)(b) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

(c) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

15. Fine Arts

Under **Section I – Property A.5. Additional Coverages, x. Fine Arts**, paragraph (2) is replaced by the following:

(2) Regardless of the number of insured locations affected, the most we will pay per "occurrence" under this Additional Coverage is \$50,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

16. Fire Department Service Charge

Under **Section I – Property A.5. Additional Coverages, c. Fire Department Service Charge** is deleted and replaced with:

a. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department services unless a higher Limit of Insurance is shown in the Declarations if:

- (1) Assumed by contract or agreement prior to the loss; or
- (2) Required by local ordinance.

This Additional coverage is not subject to the Limits of Insurance of **Section I – Property**.

17. Fire Extinguisher Systems Recharge

Under **Section I – Property A.6. Coverage Extensions**, paragraph o. **Fire Extinguisher Recharge**, is replaced with the following:

o. Fire Extinguisher Systems Recharge

- (1) When caused by or resulting from a Covered Cause of Loss, we will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1000 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing or due to the maintenance of equipment.

(3) This Coverage Extension is included within the Limit of Insurance applicable to your covered property at the described premises. This Coverage Extension does not increase the Limits of Insurance.

18. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages, k. Forgery and Alteration**, paragraph (5) is replaced by the following:

(5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

19. Foundations and Underground Pipes

Under **Section I – Property A. 2. Property Not Covered**, the following paragraphs are deleted: **n, o and s**. The following is added:

If this policy covers Buildings, you may extend that insurance to apply to:

(1) The cost of excavations; grading; back-filling; filling

(2) Foundations of buildings, structures, machinery or boilers if their foundations are below:

(a) The lowest basement floor; or

(b) The surface of the ground, if there is no basement;

(3) Underground pipes, flues or drains.

The most we will pay for loss under this Extension is \$250,000. Payment for loss or damage to this property is included within the applicable Limit of Insurance.

20. Under **Section I – Property, A.6. Coverage Extensions**, paragraph **h. Garages, Storage Buildings and Other Appurtenant Structures**, is replaced with the following:

h. Garages, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, including, but not limited to, swimming pools; spas; and the associated equipment within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises regardless of the number of buildings or structures affected.

21. **Hired Auto – Physical Damage**

Under **Section I - Property A. 5. Additional Coverages**, the following is added:

mm. Hired Auto – Physical Damage

(1) We will pay for loss to an “auto” you lease, hire or rent. For purposes of this Additional Coverage, “employees”, officers, members and directors are insured when the “auto” is leased, hired or rented for travel on a short term basis but only with respect to the conduct of the insured’s business. This does not include any “auto” you lease, hire or rent from any of your “employees”, partners or members of their households.

We will pay for loss to a covered “auto” or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

(i) The covered “auto’s” collision with another object; or

(ii) The covered “auto’s” overturn.

(b) Collision coverage

Caused by:

(i) The covered “auto’s” collision with another object; or

(ii) The covered “auto’s” overturn.

(2) Under **Section I - Property A. 2.**, the following replaces **Property Not Covered**:

Property Not Covered

We will not pay for loss to any of the following:

(a) Any covered “auto” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.

- (b) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - (c) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - (d) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (3) For insurance provided by this Additional Coverage, under **Section B. Exclusions**, only the following exclusions apply:
- (a) Paragraph **B. 1. d.**, Nuclear Hazard; and
 - (b) Paragraph **B. 1. f.**, War and Military Action.

The following additional exclusions will apply to this Additional Coverage:

(a) False Pretense

We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

(b) We will not pay for loss caused by or resulting from:

Wear and tear; freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

(4) Section C. Limits of Insurance is replaced by the following:

The most we will pay for loss to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of loss;
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (c) \$50,000.

(5) Under Section D. Deductibles, paragraph 5. the following is added:

A \$1,000 deductible applies to the following Additional Coverage:

f. Hired Auto – Physical Damage

(6) Under Section G. Definitions, the following is added:

"Auto" means, a land motor vehicle, trailer or semitrailer.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

This coverage is provisional and excess to any other valid insurance whether collectible or not.

22. Interruption of Computer Operations

Under **Section I – Property A.5. Additional Coverages**, ff. **Interruption of Computer Operations**, paragraph (3) is replaced by the following:

- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations** for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$50,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

23. Key Replacement and Lock Repair

Under **Section I – Property A.6 Coverage Extensions**, paragraph **g. Key Replacement and Lock Repair**, is replaced with the following:

You may extend the insurance provided under this Coverage Form to apply to loss or damage, caused by or resulting from a covered "theft" loss for the cost incurred for:

- (1) Replacement of keys if they are stolen;**
- (2) Lock repair; or**

- (3) Rekeying or replacing lock sets when the building security has been compromised.

The most we will pay under this Extension is \$5,000. The Deductible does not apply to this Extension.

24. Laptop Computer Coverage Worldwide

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

nn. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.
- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss Condition** paragraph **E.5.d.(3)(b)**.
- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per “occurrence”, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.
- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained loss when the property is baggage checked with a carrier for transit.
- (5) **Limitations**, item **b.** does not apply to this Additional Coverage.
- (6) The provisions for Business Income loss will be governed by the terms of **Additional Coverage – f. Loss of Business** except:
 - (a) Requirements that loss occur within 1000 feet or at the described premises under **f.(1)** are suspended for this coverage; and
 - (b) The following items do not apply to this Additional Coverage:
 - 1. **f.1.c.(2)**;

- 2. **f.(2)** Extended Business Income; and

3. f.(3)(c)

- (7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – **g. Extra Expense** except:

- (a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage.

25. Lessor’s Lease Cancellation

Under **Section I – Property A.5. Additional Coverages**, the following is added:

oo. Lessor’s Lease Cancellation

- (1) We will pay the actual loss of business income you sustain due to the cancellation of a lease by your tenants in a Covered Building due to untenability that is caused by direct physical loss or damage to that building from a Covered Cause of Loss.

This Additional Coverage only applies if at the time of loss the building was occupied and business was being conducted by the tenant cancelling the lease or their sublessee.

- (2) We will pay for loss of business income that you sustain after tenability is restored and until the earlier of:

- (a) The date you lease the premises to another tenant; or
- (b) 12 months immediately following the “period of restoration”.

- (3) Regardless of the number of tenants cancelling a lease at the described premises, the most we will pay under this Additional Coverage is \$10,000 per “occurrence”. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

(4) Special Lease Cancellation Exclusions

We will not pay for:

- (a) Lease cancelled after the “period of restoration”;
- (b) Lease cancelled, suspended or allowed to lapse by you;

- (c) Return of prepaid rent or security and other deposits made by tenants; or
- (d) Lease cancelled at the normal expiration date.

26. Lessor’s Tenant Move Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

pp. Lessor’s Tenant Move Expenses

- (1) In the event that your tenants must temporarily vacate the covered Building at the described premises due to untenability caused by direct physical loss or damage by a Covered Cause of Loss, we will pay the following expenses you actually incur to move those tenants out of and back into your covered Building.
- (2) We will only pay for the following expenses:
 - (a) Packing, transporting and unpacking the tenant’s Business Personal Property including the cost of insuring the move out and back and any necessary disassembly and reassembly or setup of furniture and equipment; and
 - (b) The net cost to discontinue and re-establish the tenants’ utility and telephone services, after any refunds due the tenants.
- (3) We will only pay for these expenses that you actually incur within 60 days of the date that the damaged buildings has been repaired or rebuilt.
- (4) Regardless of the number of tenants involved, the most we will pay under this Additional Coverage is \$10,000 per “occurrence”. This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property**.

27. Marring and Scratching

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

n. Marring and Scratching

We will pay for loss or damage to Covered Property at the described premises due to sudden and accidental marring and scratching of:

- (1) Your “stock”;
- (2) Your printing plates; and
- (3) Property of others that is in your care, custody or control.

This Cause of Loss does not apply to:

- (1) Property at other than the described premises; and
- (2) Property in transit

Payment under this Extension is included within your Business Personal Property Limit of Insurance.

28. Money Orders and Counterfeit Paper Currency

Under **Section I – Property A. 5. Additional Coverages, j. Money Orders and Counterfeit Paper Currency** is replaced by the following:

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit" paper currency that is acquired during the regular course of business.

Regardless of the number of insured locations involved, the most we will pay per “occurrence” under this Additional Coverage is \$25,000. Payment for loss is included within the applicable Limit of Insurance.

29. Newly Acquired or Constructed Property:

Under **Section I – Property A.6. Coverage Extensions**, paragraph (4)(b) is replaced with the following:

- (b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

30. Newly Acquired or Constructed Property – Business Income and Extra Expense

Under **Section I – Property A.6. Coverage Extensions**, paragraph (3)(a) is replaced with the following:

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

31. Ordinance or Law – Demolition Cost and Increased Cost of Construction

Under **Section I – Property, A.5. Additional Coverages**, paragraph **I. Ordinance or Law, (5) Loss Payment**, paragraph **(v)** is replaced with the following:

(v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this coverage form is \$50,000 or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building is \$50,000 or the amount shown in the Additional Property Coverage Schedule.

32. Ordinance or Law (Tenant's Improvements Extension)

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, paragraph **(1)** is replaced by the following:

(1) This Additional Coverage applies only:

When a Limit of Insurance for Business Personal Property for the affected building, or buildings, is shown on the Declarations; and then only when Business Personal Property is insured on a replacement cost basis.

(2) This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, section **(5) Loss Payment** - paragraph **(c)** is replaced by the following:

(c) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction is the Limit of Insurance shown below. Subject to this combined Limit of Insurance, the following loss payment provisions apply:

(i) For Demolition Cost, we will not pay for more than the amount you actually spend to demolish and clear the site of the described premises.

(ii) With respect to the Increased Cost of Construction:

(1) We will not pay for the increased cost of construction:

a. Until the property is actually repaired or replaced, at the same or another premises; and

b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

(iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

(iv) If the ordinance or law requires relocation to another premise, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

(v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this policy is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage for each damaged building is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

Regardless of the number of locations insured or buildings involved, the most we will pay for loss under Demolition Cost and Increased Cost of Construction for tenant's improvements and betterments for each described premises insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

33. Ordinance or Law – Increased Period of Restoration

Under **Section I – Property, A.5. Additional Coverages**, the following is added to **I. Ordinance or Law**, under Paragraph **(4) Coverage**:

(d) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction or repair of any property;
- (2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

- (1) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (2) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(e) The most we will pay for loss under Ordinance or Law – Increased Period of Restoration is \$10,000 for each described building insured under this coverage form or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Ordinance or Law – Increased Period of Restoration for each described building is \$10,000.

The Ordinance or Law – Increased Period of Restoration coverage is not subject to the Limits of Insurance of **Section I – Property**.

34. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property, paragraph (4)** is replaced by the following:

- (4) Regardless of the number of insured locations involved, the most we will pay

for loss or damage under this Extension is \$25,000 per "occurrence", but not more than \$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

35. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$75,000 at each described premises.

36. Personal Property in Transit

Under **Section I – Property A. 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5)** is replaced by the following:

- (5) The most we will pay for loss or damage under this Extension is \$25,000 per "occurrence".

37. Personal Property of Others – Replacement Cost

We will pay, on replacement cost basis, for direct physical loss or damage by a Covered Cause of Loss for Personal Property of Others as provided in paragraph (2) above. Under **Section E. Property Loss Conditions 5. Loss Payment, paragraph d.(3)(b)** is deleted.

38. Personal Property Off Premises

Under **Section I – Property A.6. Coverage Extensions, Paragraph b. Personal Property Off Premises**, is replaced with the following:

b. Personal Property Off Premises

- (1) You may extend the insurance that applies to Business Personal Property while:
 - (a) Temporarily at a location you do not own, lease or operate; or
 - (b) At any fair, trade show or exhibition.
- (2) The most we will pay for loss or damage under this Coverage Extension is \$50,000 per "occurrence" or the amount shown in the Additional Property Coverage Schedule, whichever is greater.

39. Precious Metal Theft Payment Changes

Under **Section I – Property A.4. Limitations, Paragraph c.** is replaced with the following:

- c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
- (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

40. Preservation of Property – Expense

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

qq. Preservation of Property - Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000 per “occurrence”. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

41. Salesperson’s Samples

Under **Section I - Property A. 5. Additional Coverages, z. Salesperson’s Samples**, paragraph (2) is replaced by the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$25,000 per “occurrence”. This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

42. Soft Cost

Under **Section I – Property A.6. Coverage Extensions**, the following is added:

o. Soft Cost

- (1) We will pay the actual “soft cost expenses” that arise out of a delay in the construction, erection or fabrication of a Covered Building that is listed in paragraph **A.1.a.(6)** resulting from direct physical loss or damage to that Covered Building from a Covered Cause of Loss.

- (2) We will only pay the necessary “soft cost expenses” that are over and above those costs that would have been incurred had there been no delay.

- (3) “Soft cost expenses” means additional:

- (a) Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
- (b) Interest on money borrowed to finance construction, remodeling, renovation or repair; and
- (c) Advertising, public relations and promotional expenses.

- (4) The most we will pay under this Coverage Extension in any one “occurrence” is \$10,000. This Coverage Extension is not subject to **Section I – Limits of Insurance**.

43. Spoilage

rr. Spoilage

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

The following provisions (A. through G. inclusive) apply to the insurance provided by this Additional Coverage:

A. Paragraph A.1. Covered Property in Section I – Property, the following is added for purposes of this Additional Coverage Spoilage:

(1) Covered Property

Covered Property means “perishable goods” at the insured locations, if the “perishable goods” are:

- (a) Owned by you and used in your business; or
- (b) Owned by others and in your care, custody or control except as otherwise provided in **Loss Payment Property Loss Condition E.5.d.(3)(b)**.

B. The following is added to paragraph A.2. Property Not Covered in Section I – Property:

v. Property located:

- (1) On the exterior of buildings;
- (2) In the open; or
- (3) In vehicles.

- C. Paragraph **A.3. Covered Causes Of Loss** in **Section I – Property** is replaced by the following:

(3) Covered Causes Of Loss

Subject to the exclusions described in item **E.** of this Additional Coverage, covered causes of loss means the following:

- (a) Breakdown or Contamination, meaning:

- (1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

- (2) Contamination by a refrigerant. Coverage applies only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

- (b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

- D. Paragraph **A.6. Coverage Extensions** in **Section I – Property** does not apply.

- E. Paragraph **B. Exclusions** in **Section I – Property** does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.b.**, Earth Movement;
- i. Paragraph **B.1.c.**, Governmental Action;
- ii. Paragraph **B.1.d.**, Nuclear Hazard;
- iii. Paragraph **B.1.f.**, War and Military Action; and
- iv. Paragraph **B.1.g.**, Water.

- Under **Section I – Property, B. Exclusions**, Paragraph **2:** The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
- (1) Lack of fuel; or
- (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Conditions

1. Under **Section E. Property Loss Conditions** in **Section I – Property**, item **d.** of **Condition 5. Loss Payment** is replaced by the following for purposes of this Additional Coverage, Spoilage:

- d. We will determine the value of Covered Property as follows:

- (1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;

- (2) For other "perishable goods", at actual cash value.

- G. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$25,000. This Additional Coverage is not subject to **Section I – Limits of Insurance.**

44. Temporary Relocation of Property

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Under **Section I – Property, A.5. Additional Coverages**, the following is added:

ss. Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$50,000. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

45. Tenant Building Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

tt. Tenant Building Insurance – When Lease Requires You Provide Insurance

- (1) When a Limit of Insurance for Business Personal Property and when caused by a Covered Cause of Loss, we will pay for direct physical loss or damage to a described building under this policy and in your care, custody or control for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of described buildings affected, the most we will pay per insured location under this Additional Coverage is \$25,000 per “occurrence”.

46. Tenant Business Personal Property Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

uu. Tenant Business Personal Property Insurance – When Agreement Requires You Provide Insurance

- (1) When caused by a Covered Cause of Loss, subject to **Loss Payment – Property Loss Conditions** paragraph **E.5.d.(3)(b)**, we will pay for direct physical loss or damage to Business Personal Property of others

in your care, custody or control that is located within buildings insured under this policy for which you have a written contractual responsibility to insure.

- (2) Regardless of the number of buildings where business personal property is located, the most we will pay per insured location under this Additional Coverage is \$25,000 per “occurrence”.
- (3) This Additional Coverage is not subject to the **Limits of Insurance of Section I – Property**.

47. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs**, paragraph (2) is replaced by the following:

- (2) The most we will pay for loss or damage in any one “occurrence” is \$20,000 per insured location.

48. Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. Transit Business Income and Extra Expense

You may extend your Business Income or Extra Expense coverages to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss or damage to Covered Property “in transit” caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$50,000.

49. Unauthorized Business Credit Card Use

Under **Section I – Property A.5. Additional Coverages**, Paragraph (5) under **bb. Unauthorized Business Credit Card Use**, is replaced with the following:

- (5) The most we will pay for any loss including legal expenses under this Additional Coverage is \$10,000.

50. Utility Services

Under **Section I - Property A.5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3).

The most we will pay for any loss under this Additional Coverage is \$25,000.

- (2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3).

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$50,000.

- (3) Services:

(a) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (i) Pumping stations; and
- (ii) Water mains.

(b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines or overhead distribution lines.

(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines,

But does not include overhead transmission lines, overhead distribution lines, overhead transformers or any other overhead service equipment or similar (however mounted and whatever mounted upon) equipment.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Utility Services Additional Coverage.

51. Virus and Hacking Coverage

Under **Section I – Property, A.5. Additional Coverages**, paragraphs (5) and (6) under **ee. Virus and Hacking Coverage**, are replaced with the following:

(5) The most we will pay for loss of or damage to computer “hardware” or “software” in any one occurrence under this Additional Coverage is \$5,000. The most we pay for all covered losses to computer “hardware” or “software” under this Additional Coverage during each separate 12-month period of this policy is \$50,000.

(6) The most we will pay under this Additional Coverage –Virus and Hacking for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$50,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

52. Worldwide Property Off Premises

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

q. Worldwide Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is temporarily outside the coverage territory, while “in transit” or on airborne transportation carriers for the purpose of exhibition, service or repair

caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage Extension is \$50,000 per "occurrence". The amount payable under this Coverage Extension is not subject to the Limits of Insurance of **Section I - Property**.

B. BLANKET COVERAGES

Blanket Coverage Limit of Insurance

The following additional coverage is added:

We will pay up to \$350,000 as a Blanket Coverage Limit of Insurance to apply at each scheduled premises and to apply to the sum of all covered losses under the coverages described in this section **B.1** through **B.5** arising out a single "occurrence" due to a Covered Cause of Loss.

You may distribute this Coverage Limit among these coverages as you deem necessary. However, after a loss, we will not pay more than \$350,000 at any one insured location per "occurrence".

1. Accounts Receivables

Under Section I – Property A. 6. Coverage Extensions, f. Accounts Receivables, paragraph (2) is replaced by the following:

(2) The most we will pay under this Coverage Extension for loss or damage in any one "occurrence" at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

2. Computer Equipment

Under Section I – Property A. 5. Additional Coverages, r. Computer Equipment, paragraph (4) is replaced by the following:

(4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage to property listed in (1)(a – d) in any one "occurrence" at insured locations is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one "occurrence". This Additional Coverage is not subject to the Limits of Insurance **Section I - Property**.

3. Debris Removal

Under Section I – Property A.5. Additional Coverages, a. Debris Removal, paragraph (3) is replaced by the following:

(3) We will pay up to the blanket limit of insurance for debris removal expense, in any one "occurrence" of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (3)(a) and/or (3)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the blanket limit of insurance.

4. Personal Property of Others

(a) You may extend the Blanket Coverage Limit of Insurance to apply to property of others that is in your care, custody or control, including the cost of labor, materials or services furnished or arranged by you on personal property of others.

(b) The most we will pay under this provision is subject to the Blanket Coverage Limit of Insurance.

5. Valuable Papers and Records

Section I – Property A. 6. Coverage Extensions, e. Valuable Papers and Records, paragraph (3) is replaced by the following:

(3) Regardless of the number of locations involved, the most we will pay under this Coverage Extension for loss or damage in any one "occurrence" at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE GOLD BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Deluxe Gold Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** and **B.** to determine the actual coverages and limits provided.

A	Scheduled Coverages	Limit	Page
1	Advertising Expense to Regain Customers	\$2,500	2
2	Backup or Overflow of a Sewer, Drain or Sump	Included	3
3	Brands and Labels	Included	3
4	Broad Form Water Damage	\$100,000	3
5	Business Income and Extra Expense from Dependent Properties	\$100,000	4
6	Business Income Extension from Websites	\$50,000 / 7 days	5
7	Claims Expense	\$10,000	5
8	Computer Fraud and Funds Transfer Fraud	\$10,000	6
9	Consequential Loss to Stock	Included	7
10	Contingent Transit Business Income and Extra Expense	\$100,000	7
11	Contractual Penalties	\$25,000	7
12	Employee Dishonesty Including ERISA	\$25,000	7
13	Expediting Expenses	\$25,000	7
14	Extended Business Income	90 days	8
15	Fine Arts	\$40,000	8
16	Fire Department Service Charge	\$25,000	8
17	Fire Extinguisher Systems Recharge	Included	8
18	Forgery and Alteration	\$50,000	9
19	Foundations and Underground Pipes	\$250,000	9
20	Garages, Storage Buildings and Other Appurtenant Structures	\$50,000	9
21	Hired Auto – Physical Damage	\$50,000	9
22	Interruption of Computer Operations	\$25,000	10
23	Key Replacement and Lock Repair	\$2,500	10
24	Laptop Computer Coverage Worldwide	\$25,000	11
25	Lessor's Lease Cancellation	\$10,000	11
26	Lessor's Tenant Move Expenses	\$10,000 / 60 days	12
27	Marring and Scratching	Included	12
28	Money Orders and Counterfeit Paper Currency	\$25,000	12
29	Newly Acquired or Constructed Property	180 days	12
30	Newly Acquired Business Income	\$500,000	12
31	Ordinance or Law – Demolition Cost and Increased Cost of Construction	\$25,000	12
32	Ordinance or Law (Tenant's Improvement Extension)	\$25,000	13
33	Ordinance or Law – Increased Period of Restoration	\$10,000	13
34	Outdoor Property	\$25,000	14
35	Personal Effects	\$50,000	14
36	Personal Property in Transit	\$25,000	14
37	Personal Property of Others – Replacement Cost	Included	14
38	Precious Metal Theft Payment Changes	\$25,000	14

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A	Scheduled Coverages	Limit	Page
39	Personal Property Off Premises	\$50,000	14
40	Preservation of Property – Expense	\$25,000	15
41	Salesperson's Samples	\$25,000	15
42	Soft Cost	\$10,000	15
43	Spoilage	\$25,000	15
44	Temporary Relocation of Property	\$50,000	17
45	Tenant Building Insurance - When Lease Requires You Provide Insurance	\$25,000	17
46	Tenant Business Personal Property Insurance - When Lease Requires You Provide Insurance	\$25,000	17
47	Tenant Sign	\$20,000	17
48	Transit Business Income and Extra Expense	\$50,000	17
49	Unauthorized Business Credit Card Use	\$10,000	17
50	Utility Services – Direct Damage	\$25,000	18
	Utility Services – Business Income	\$25,000	
51	Virus and Hacking Coverage	\$25,000	18
52	Worldwide Property Off Premises	\$40,000	18

B	Blanket Coverages	Limit \$250,000	Page
1.	Accounts Receivables	Included	19
2.	Computer Equipment	Included	19
3.	Debris Removal	Included	19
4.	Personal Property of Others	Included	19
5.	Valuable Papers and Records	Included	19

COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, including Deductibles, except as provided below.
- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.
- IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from

Dependent Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Advertising Expense to Regain Customers

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

gg. Advertising Expense

- (1) If we make payment for a Covered Cause of Loss under this policy and there is a "suspension" of "operations" caused by direct physical loss or damage to property, we will pay for necessary advertising expenses you incur solely to regain customer faith and approval.
- (2) We will only pay the necessary advertising expenses that you incur within 60 consecutive days after the "period of restoration" ends.
- (3) The most we will pay under this Additional Coverage for all necessary

advertising expenses in any one policy year is \$2,500.

2. Backup or Overflow from a Sewer, Drain or Sump

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

hh. Backup or Overflow of Sewers, Drains or Sumps

- (1) We will pay for damage or loss to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or that is otherwise discharged from a sewer, drain, sump or sump pump.
- (2) For purposes of this Additional Coverage only, under **Section B. 1. Exclusions**, exclusion **g. (3)** is deleted.
- (3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.
- (4) **Special Limitations**

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by backup or overflow of sewers, drains or sumps when such event is a localized incident and not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the backup or overflow of a sewer, drain or sump is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or

other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above definition apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

3. Brands and Labels

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered Cause of Loss, and we elect to take all or any part of the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

4. Broad Form Water Damage

Under **Section I - Property A.5. Additional Coverages**, the following is added:

ii. Broad Form Water Damage

- (1) We will pay for direct physical loss of or damage to Covered Property caused by "broad form water damage".
- (2) Under **Section B. 1. Exclusions**, exclusion **g. (4)** is deleted.
- (3) The most we will pay for any loss under this Additional Coverage is \$100,000 per "occurrence".
- (4) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$1,000. This deductible is to apply separately:
 - (a) To each building, including personal property therein (a single deductible applies);

(b) To personal property in each building if no coverage is provided on the containing building; and

(c) To personal property in the open.

The aggregate amount of this deductible in any one "occurrence" shall not exceed \$5,000.

We will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

(5) Under **Section G. Definitions**, the following is added:

33. "Broad form water damage" means loss or damage to Covered Property caused by:

a. Water under the ground surface pressing on, or flowing or seeping through:

(1) Foundations, walls, floor or paved surfaces;

(2) Basements, whether paved or not; or

(3) Doors, windows or other openings.

(6) **Special Limitations**

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by sub-terranean water when such event is a localized incident - not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the subterranean water causing the "broad form water damage" is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in

part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

5. **Loss of Business Income and Extra Expense from Dependent Properties**

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties**, the heading and paragraph (1) are deleted and replaced by the following:

I. **Loss of Business Income and Extra Expense from Dependent Properties**

Business Income from Dependent Properties

(1) We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain due to direct physical loss or damage at the premises of a "dependent property" caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$100,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

The following is added after item **m.(7) of Business Income and Extra Expense from Dependent Properties**:

Extra Expense from Dependent Properties

(1) We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a "dependent property" caused by or resulting from any Covered Cause of Loss.

The incurred expense must be related to your business activities as provided in Paragraph (2) below and deal with your actions to assist your own business activities. We will not pay any expenses incurred that directly or

indirectly serve to speed, or otherwise assist, recovery of an affected dependent property.

The most we will pay under this Additional Coverage is \$100,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

(2) Extra Expense means expense incurred by you:

(a) To avoid or minimize the "suspension" of business and to continue "operations", or

(b) To minimize the "suspension" of business if you cannot continue "operations",

due to covered loss of or damage to a "dependent property" or properties.

(3) We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage to the dependent property.

(4) The Extra Expense coverage period, as stated in paragraph (3), does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(5) The following also apply to this Additional Coverage:

(a) Extra Expense, item g.(4); and

(b) Section I – Property, 5. Additional Coverages, f. Loss of Business Income, paragraph (4) Resumption of Operations, paragraph (b).

The expiration date of this policy will not reduce the Extra Expense coverage period.

6. Business Income from Websites

Under Section I – Property A. 5. Additional Coverages, the following is added:

jj. Business Income From Websites

(1) You may extend this insurance to apply to a "suspension" of "operations" caused by direct physical loss or damage to property that you depend on for "web site and communications services" from a Covered Cause of Loss.

(2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.

(3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one "occurrence" under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.

(4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".

(5) "Web Site and Communication Services" means:

(a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or

(b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

This Additional Coverage is not subject to the Limits of Insurance under Section I – Property.

7. Claims Expense

Under Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal is deleted and replaced with:

j. Claims Expense

(1) We will pay all reasonable expenses you incur at our request to assist us in:

(a) The investigation of a claim;

(b) The determination of the amount of loss, such as taking inventory; or

- (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) We will not pay for expense:
 - (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by them;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy
- (3) The most we will pay under this coverage extension per "occurrence" is \$10,000 per affected location.
- (4) The deductible does not apply to this Coverage Extension

8. Computer Fraud and Funds Transfer Fraud

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

kk. Computer Fraud and Funds Transfer Fraud

- (1) The Computer Fraud And Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
 - (a) To a person (other than a messenger) outside those premises; or
 - (b) To a place outside those premises.
- (2) The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$10,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.

- (3) The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities** Additional Coverage:

- (d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

1. To a person (other than a messenger) outside those premises; or
2. To a place outside those premises.

- (4) The following are added to Paragraph **G. Property Definitions**:

33. "Fraudulent instruction" means:

- (a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- (b) A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.

- 34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

(a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or

(b) By means of written instructions (other than those described in Paragraph A.5.k.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

9. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

I. Consequential Loss to Stock

(1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.

(2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".

(3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

10. Contingent Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

m. Contingent Transit Business Income and Extra Expense

Subject to the terms of the **Additional Coverages Business Income and Extra Expense**, you may extend your Business Income or Extra Expense Coverage to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss of or damage to Business Personal Property of Others, not in your care, custody or control, while "in transit", caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$100,000.

Under **Section G. Definitions**, the following is added:

34. "In transit" means in the course of shipment from or to the premises shown in the Declarations. It includes such shipments while temporarily stopped or delayed, incidental to the delivery.

11. Contractual Penalties

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. Contractual Penalties

You may extend your Business Income coverage to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

(1) Result from your failure to timely deliver your product according to contract terms;

(2) Result from direct physical loss or damage by a Covered Cause of Loss; and

(3) Have been paid to your customer.

The most we will pay under this Extension is \$25,000.

12. Employee Dishonesty including ERISA Compliance.

Under **Section I – Property A.5. Additional Coverages**, **p. Employee Dishonesty**, paragraph (3) is replaced by the following:

(3) The most we will pay for loss or damage in any one "occurrence" is \$25,000 or the amount shown in the Additional Property Coverage Schedule. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

13. Expediting Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

II. Expediting Expenses

(1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:

- (a) Make temporary repairs;
- (b) Expedite permanent repair or replacement of damaged property; or
- (c) Provide training on replacement machines or equipment.

(2) The most we will pay for loss under this Additional Coverage is \$25,000 per "occurrence". The amount payable under this Additional Coverage is not subject to **Section I – Limits of Insurance**.

14. Extended Business Income

Under **Section 1 – Property A.5 Additional Coverages, f. Business Income** paragraph (2) **Extended Business Income** is replaced with the following:

(2) Extended Business Income

- (a) If no Business Income Coverage is provided under this policy, then there is no Extended Business Income Coverage afforded under this policy.
- (b) If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
 - (1) Begins on the date covered property except finished stock is actually repaired, rebuilt or replaced (to the extent necessary to resume operations) and "operations" are resumed; and
 - (2) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

(ii) The later of 90 consecutive days or the number of consecutive days shown in the Additional Property Coverage Schedule for this Additional Coverage after the date determined in (2)(b) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

(c) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

15. Fine Arts

Under **Section I – Property A.5. Additional Coverages, x. Fine Arts**, paragraph (2) is replaced by the following:

(2) Regardless of the number of insured locations affected, the most we will pay per "occurrence" under this Additional Coverage is \$40,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

16. Fire Department Service Charge

Under **Section I – Property A.5. Additional Coverages, c. Fire Department Service Charge** is deleted and replaced with:

a. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department services unless a higher Limit of Insurance is shown in the Declarations if:

- (1) Assumed by contract or agreement prior to the loss; or
- (2) Required by local ordinance.

This Additional coverage is not subject to the Limits of Insurance of **Section I – Property**.

17. Fire Extinguisher Systems Recharge

Under **Section I – Property A.6. Coverage Extensions**, paragraph o. **Fire Extinguisher Recharge**, is replaced with the following:

o. Fire Extinguisher Systems Recharge

- (1) When caused by or resulting from a Covered Cause of Loss, we will pay:

- (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1000 feet of the described premises; and
 - (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing or due to the maintenance of equipment.
 - (3) This Coverage Extension is included within the Limit of Insurance applicable to your covered property at the described premises. This Coverage Extension does not increase the Limits of Insurance.

18. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages, k. Forgery and Alteration**, paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

19. Foundations and Underground Pipes

Under **Section I – Property A. 2. Property Not Covered**, the following paragraphs are deleted: **n, o and s**. The following is added:

If this policy covers Buildings, you may extend that insurance to apply to:

- (1) The cost of excavations; grading; back-filling; filling
- (2) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (a) The lowest basement floor; or
 - (b) The surface of the ground, if there is no basement;
- (3) Underground pipes, flues or drains.
The most we will pay for loss under this Extension is \$250,000. Payment for loss or damage to this property is included within the applicable Limit of Insurance.

20. Under Section I – Property, A.6. Coverage Extensions, paragraph h. Garages, Storage Buildings and Other Appurtenant Structures, is replaced with the following:

h. Garages, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, including, but not limited to, swimming pools; spas; and the associated equipment within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises regardless of the number of buildings or structures affected.

21. Hired Auto – Physical Damage

Under **Section I - Property A. 5. Additional Coverages**, the following is added:

mm. Hired Auto – Physical Damage

- (1) We will pay for loss to an “auto” you lease, hire or rent. For purposes of this Additional Coverage, “employees”, officers, members and directors are insured when the “auto” is leased, hired or rented for travel on a short term basis but only with respect to the conduct of the insured’s business. This does not include any “auto” you lease, hire or rent from any of your “employees”, partners or members of their households.

We will pay for loss to a covered “auto” or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

- (i) The covered “auto’s” collision with another object; or
- (ii) The covered “auto’s” overturn.

(b) Collision coverage

Caused by:

- (i) The covered “auto’s” collision with another object; or
- (ii) The covered “auto’s” overturn.

- (2) Under **Section I - Property A. 2.**, the following replaces **Property Not Covered**:

Property Not Covered

We will not pay for loss to any of the following:

- (a) Any covered “auto” while used in any professional or organized racing or demolition contest or

stunting activity, or while practicing for such contest or activity.

- (b) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - (c) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - (d) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (3) For insurance provided by this Additional Coverage, under **Section B. Exclusions**, only the following exclusions apply:
- (a) Paragraph **B. 1. d.**, Nuclear Hazard; and
 - (b) Paragraph **B. 1. f.**, War and Military Action.

The following additional exclusions will apply to this Additional Coverage:

(a) False Pretense

We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

- (b) We will not pay for loss caused by or resulting from:

Wear and tear; freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

- (4) Section C. Limits of Insurance** is replaced by the following:

The most we will pay for loss to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of loss;
- (b) The cost of repairing or replacing the damaged or stolen property

with other property of like kind and quality; or

(c) \$50,000.

- (5) Under Section D. Deductibles**, paragraph 5. the following is added:

A \$1,000 deductible applies to the following Additional Coverage:

f. Hired Auto – Physical Damage

- (6) Under Section G. Definitions**, the following is added:

"Auto" means, a land motor vehicle, trailer or semitrailer.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

This coverage is provisional and excess to any other valid insurance whether collectible or not.

22. Interruption of Computer Operations

Under **Section I – Property A.5. Additional Coverages**, ff. **Interruption of Computer Operations**, paragraph (3) is replaced by the following:

- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$25,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

23. Key Replacement and Lock Repair

Under **Section I – Property A.6 Coverage Extensions**, paragraph **g. Key Replacement and Lock Repair**, is replaced with the following:

You may extend the insurance provided under this Coverage Form to apply to loss or damage, caused by or resulting from a covered "theft" loss for the cost incurred for:

- (1) Replacement of keys if they are stolen;
 - (2) Lock repair; or
 - (3) Rekeying or replacing lock sets when the building security has been compromised.
- The most we will pay under this Extension is \$2,500. The Deductible does not apply to this Extension.

24. Laptop Computer Coverage Worldwide

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

nn. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.
- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss Condition** paragraph **E.5.d.(3)(b)**.
- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per “occurrence”, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.
- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained loss when the property is baggage checked with a carrier for transit.
- (5) **Limitations**, item **b**. does not apply to this Additional Coverage.
- (6) The provisions for Business Income loss will be governed by the terms of **Additional Coverage – f. Loss of Business** except:
 - (a) Requirements that loss occur within 1000 feet or at the described premises under **f.(1)** are suspended for this coverage; and
 - (b) The following items do not apply to this Additional Coverage:
 - 1. **f.1.c.(2)**;

- 2. **f.(2)** Extended Business Income; and

3. f.(3)(c)

- (7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – **g. Extra Expense** except:

- (a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage.

25. Lessor’s Lease Cancellation

Under **Section I – Property A.5. Additional Coverages**, the following is added:

oo. Lessor’s Lease Cancellation

- (1) We will pay the actual loss of business income you sustain due to the cancellation of a lease by your tenants in a Covered Building due to untenability that is caused by direct physical loss or damage to that building from a Covered Cause of Loss.

This Additional Coverage only applies if at the time of loss the building was occupied and business was being conducted by the tenant cancelling the lease or their sublessee.

- (2) We will pay for loss of business income that you sustain after tenantability is restored and until the earlier of:

- (a) The date you lease the premises to another tenant; or
- (b) 12 months immediately following the “period of restoration”.

- (3) Regardless of the number of tenants cancelling a lease at the described premises, the most we will pay under this Additional Coverage is \$10,000 per “occurrence”. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

(4) Special Lease Cancellation Exclusions

We will not pay for:

- (a) Lease cancelled after the “period of restoration”;
- (b) Lease cancelled, suspended or allowed to lapse by you;

- (c) Return of prepaid rent or security and other deposits made by tenants; or
- (d) Lease cancelled at the normal expiration date.

26. Lessor’s Tenant Move Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

pp. Lessor’s Tenant Move Expenses

- (1) In the event that your tenants must temporarily vacate the covered Building at the described premises due to untenability caused by direct physical loss or damage by a Covered Cause of Loss, we will pay the following expenses you actually incur to move those tenants out of and back into your covered Building.
- (2) We will only pay for the following expenses:
 - (a) Packing, transporting and unpacking the tenant’s Business Personal Property including the cost of insuring the move out and back and any necessary disassembly and reassembly or setup of furniture and equipment; and
 - (b) The net cost to discontinue and re-establish the tenants’ utility and telephone services, after any refunds due the tenants.
- (3) We will only pay for these expenses that you actually incur within 60 days of the date that the damaged buildings has been repaired or rebuilt.
- (4) Regardless of the number of tenants involved, the most we will pay under this Additional Coverage is \$10,000 per “occurrence”. This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property**.

27. Marring and Scratching

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

o. Marring and Scratching

We will pay for loss or damage to Covered Property at the described premises due to sudden and accidental marring and scratching of:

- (1) Your “stock”;
- (2) Your printing plates; and
- (3) Property of others that is in your care, custody or control.

This Cause of Loss does not apply to:

- (1) Property at other than the described premises; and
- (2) Property in transit

Payment under this Extension is included within your Business Personal Property Limit of Insurance.

28. Money Orders and Counterfeit Paper Currency

Under **Section I – Property A. 5. Additional Coverages, j. Money Orders and Counterfeit Paper Currency** is replaced by the following:

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit" paper currency that is acquired during the regular course of business.

Regardless of the number of insured locations involved, the most we will pay per “occurrence” under this Additional Coverage is \$25,000. Payment for loss is included within the applicable Limit of Insurance.

29. Newly Acquired or Constructed Property:

Under **Section I – Property A.6. Coverage Extensions**, paragraph (4)(b) is replaced with the following:

- (b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

30. Newly Acquired or Constructed Property – Business Income and Extra Expense

Under **Section I – Property A.6. Coverage Extensions**, paragraph (3)(a) is replaced with the following:

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

31. Ordinance or Law – Demolition Cost and Increased Cost of Construction

Under **Section I – Property, A.5. Additional Coverages**, paragraph **I. Ordinance or Law, (5) Loss Payment**, paragraph **(v)** is replaced with the following:

(v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

32. Ordinance or Law (Tenant's Improvements Extension)

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, paragraph **(1)** is replaced by the following:

(1) This Additional Coverage applies only:

When a Limit of Insurance for Business Personal Property for the affected building, or buildings, is shown on the Declarations; and then only when Business Personal Property is insured on a replacement cost basis.

(2) This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, section **(5) Loss Payment** - paragraph **(c)** is replaced by the following:

(c) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction is the Limit of Insurance shown below. Subject to this combined Limit of Insurance, the following loss payment provisions apply:

(i) For Demolition Cost, we will not pay for more than the amount you actually spend to demolish and clear the site of the described premises.

(ii) With respect to the Increased Cost of Construction:

(1) We will not pay for the increased cost of construction:

a. Until the property is actually repaired or replaced, at the same or another premises; and

b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

(iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

(iv) If the ordinance or law requires relocation to another premise, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

(v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this policy is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage for each damaged building is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

Regardless of the number of locations insured or buildings involved, the most we will pay for loss under Demolition Cost and Increased Cost of Construction for tenant's improvements and betterments for each described premises insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

33. Ordinance or Law – Increased Period of Restoration

Under **Section I – Property, A.5. Additional Coverages**, the following is added to **I. Ordinance or Law**, under Paragraph **(4) Coverage**:

(d) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction or repair of any property;
- (2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

- (1) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (2) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(e) The most we will pay for loss under Ordinance or Law – Increased Period of Restoration is \$10,000 for each described building or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Ordinance or Law – Increased Period of Restoration for each described building is \$10,000.

The Ordinance or Law – Increased Period of Restoration coverage is not subject to the Limits of Insurance of Section I – Property.

34. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property, paragraph (4)** is replaced by the following:

- (4) Regardless of the number of insured locations involved, the most we will pay

for loss or damage under this Extension is \$25,000 per "occurrence", but not more than \$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

35. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises.

36. Personal Property in Transit

Under **Section I – Property A. 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5)** is replaced by the following:

- (5) The most we will pay for loss or damage under this Extension is \$25,000 per "occurrence".

37. Personal Property of Others – Replacement Cost

We will pay, on replacement cost basis, for direct physical loss or damage by a Covered Cause of Loss for Personal Property of Others as provided in paragraph (2) above. Under **Section E. Property Loss Conditions 5. Loss Payment, paragraph d.(3)(b)** is deleted.

38. Precious Metal Theft Payment Changes

Under **Section I – Property A.4. Limitations, Paragraph c.** is replaced with the following:

c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
- (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

39. Personal Property Off Premises

Under **Section I – Property A.6. Coverage Extensions, Paragraph b. Personal Property Off Premises**, is replaced with the following:

b. Personal Property Off Premises

- (1) You may extend the insurance that applies to Business Personal Property while:

- (a) Temporarily at a location you do not own, lease or operate; or
 - (b) At any fair, trade show or exhibition.
- (2) The most we will pay for loss or damage under this Coverage Extension is \$50,000 per "occurrence" or the amount shown in the Additional Property Coverage Schedule, whichever is greater.

40. Preservation of Property – Expense

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

qq. Preservation of Property - Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000 per "occurrence". This Additional Coverage is not subject to **Section I – Limits of Insurance**.

41. Salesperson's Samples

Under **Section I - Property A. 5. Additional Coverages, z. Salesperson's Samples**, paragraph (2) is replaced by the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$25,000 per "occurrence". This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

42. Soft Cost

Under **Section I – Property A.6. Coverage Extensions**, the following is added:

p. Soft Cost

- (1) We will pay the actual "soft cost expenses" that arise out of a delay in the construction, erection or fabrication of a Covered Building that is listed in paragraph **A.1.a.(6)** resulting from direct physical loss or damage to that Covered Building from a Covered Cause of Loss.

- (2) We will only pay the necessary "soft cost expenses" that are over and above those costs that would have been incurred had there been no delay.

- (3) "Soft cost expenses" means additional:

- (a) Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
- (b) Interest on money borrowed to finance construction, remodeling, renovation or repair; and
- (c) Advertising, public relations and promotional expenses.

- (4) The most we will pay under this Coverage Extension in any one "occurrence" is \$10,000. This Coverage Extension is not subject to **Section I – Limits of Insurance**.

43. Spoilage

rr. Spoilage

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

The following provisions (A. through G. inclusive) apply to the insurance provided by this Additional Coverage:

A. Paragraph A.1. Covered Property in **Section I – Property**, the following is added for purposes of this Additional Coverage Spoilage:

- (1) Covered Property

Covered Property means "perishable goods" at the insured locations, if the "perishable goods" are:

- (a) Owned by you and used in your business; or
- (b) Owned by others and in your care, custody or control except as otherwise provided in **Loss Payment Property Loss Condition E.5.d.(3)(b)**.

B. The following is added to paragraph A.2. Property Not Covered in **Section I – Property**:

v. Property located:

- (1) On the exterior of buildings;
- (2) In the open; or
- (3) In vehicles.

- C. Paragraph **A.3. Covered Causes Of Loss** in **Section I – Property** is replaced by the following:

(3) Covered Causes Of Loss

Subject to the exclusions described in item **E.** of this Additional Coverage, covered causes of loss means the following:

- (a) Breakdown or Contamination, meaning:

- (1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

- (2) Contamination by a refrigerant. Coverage applies only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

- (b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

- D. Paragraph **A.6. Coverage Extensions** in **Section I – Property** does not apply.

- E. Paragraph **B. Exclusions** in **Section I – Property** does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.b.**, Earth Movement;

- i. Paragraph **B.1.c.**, Governmental Action;
- ii. Paragraph **B.1.d.**, Nuclear Hazard;
- iii. Paragraph **B.1.f.**, War and Military Action; and
- iv. Paragraph **B.1.g.**, Water.

Under Section I – Property, B. Exclusions, Paragraph 2: The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
- (1) Lack of fuel; or
- (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Conditions

1. Under **Section E. Property Loss Conditions** in **Section I – Property**, item **d.** of **Condition 5. Loss Payment** is replaced by the following for purposes of this Additional Coverage, Spoilage:

- d. We will determine the value of Covered Property as follows:

- (1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;

- (2) For other "perishable goods", at actual cash value.

G. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$25,000. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

44. Temporary Relocation of Property

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

ss. Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$50,000. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

45. Tenant Building Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

tt. Tenant Building Insurance – When Lease Requires You Provide Insurance

- (1) When a Limit of Insurance for Business Personal Property and when caused by a Covered Cause of Loss, we will pay for direct physical loss or damage to a described building under this policy and in your care, custody or control for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of described buildings affected, the most we will pay per insured location under this Additional Coverage is \$25,000 per "occurrence".

46. Tenant Business Personal Property Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

uu. Tenant Business Personal Property Insurance – When Agreement Requires You Provide Insurance

- (1) When caused by a Covered Cause of Loss, subject to **Loss Payment – Property Loss Conditions** paragraph **E.5.d.(3)(b)**, we will pay for direct physical loss or damage to Business Personal Property of others in your care, custody or control that is located within buildings insured under this policy for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of buildings where business personal property is located, the most we will pay per insured location under this Additional Coverage is \$25,000 per "occurrence".
- (3) This Additional Coverage is not subject to the **Limits of Insurance of Section I – Property**.

47. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs**, paragraph (2) is replaced by the following:

- (2) The most we will pay for loss or damage in any one "occurrence" is \$20,000 per insured location.

48. Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. Transit Business Income and Extra Expense

You may extend your Business Income or Extra Expense coverages to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss or damage to Covered Property "in transit" caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$50,000.

49. Unauthorized Business Credit Card Use

Under **Section I – Property A.5. Additional Coverages**, Paragraph (5) under **bb. Unauthorized Business Credit Card Use**, is replaced with the following:

- (5) The most we will pay for any loss including legal expenses under this Additional Coverage is \$10,000.

50. Utility Services

Under **Section I - Property A. 5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). The most we will pay for any loss under this Additional Coverage is \$25,000.
- (2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3).

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$25,000.

(3) Services:

- (a) Water Supply Services, meaning the following types of property supplying water to the described premises:
- (i) Pumping stations; and
 - (ii) Water mains.
- (b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
- (i) Communication transmission lines, including optic fiber transmission lines;
 - (ii) Coaxial cables; and
 - (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines or overhead distribution lines.

- (c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines,

But does not include overhead transmission lines, overhead distribution lines, overhead transformers or any other overhead service equipment or similar (however mounted and whatever mounted upon) equipment.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Utility Services Additional Coverage.

51. Virus and Hacking Coverage

Under **Section I – Property, A.5. Additional Coverages**, paragraphs (5) and (6) under **ee. Virus and Hacking Coverage**, are replaced with the following:

- (5) The most we will pay for loss of or damage to computer “hardware” or “software” in any one occurrence under this Additional Coverage is \$5,000. The most we pay for all covered losses to computer “hardware” or “software” under this Additional Coverage during each separate 12-month period of this policy is \$25,000.
- (6) The most we will pay under this Additional Coverage –Virus and Hacking for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$25,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

52. Worldwide Property Off Premises

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

q. Worldwide Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is temporarily outside the coverage territory, while "in transit" or on airborne transportation carriers for the purpose of exhibition, service or repair caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage Extension is \$40,000 per "occurrence". The amount payable under this Coverage Extension is not subject to the Limits of Insurance of **Section I - Property**.

B. BLANKET COVERAGES

Blanket Coverage Limit of Insurance

The following additional coverage is added:

We will pay up to \$250,000 as a Blanket Coverage Limit of Insurance to apply at each scheduled premises and to apply to the sum of all covered losses under the coverages described in this section **B.1** through **B.5** arising out a single "occurrence" due to a Covered Cause of Loss.

You may distribute this Coverage Limit among these coverages as you deem necessary. However, after a loss, we will not pay more than \$250,000 at any one insured location per "occurrence".

1. Accounts Receivables

Under **Section I – Property A. 6. Coverage Extensions, f. Accounts Receivables, paragraph (2)** is replaced by the following:

(2) The most we will pay under this Coverage Extension for loss or damage in any one "occurrence" at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

2. Computer Equipment

Under **Section I – Property A. 5. Additional Coverages, r. Computer Equipment, paragraph (4)** is replaced by the following:

(4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage to property listed in (1)(a – d) in any one "occurrence" at insured locations is subject to the Blanket Coverage Limit of

Insurance, or the amount shown in the Additional Property Coverage Schedule.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one "occurrence". This Additional Coverage is not subject to the Limits of Insurance **Section I - Property**.

3. Debris Removal

Under **Section I – Property A.5. Additional Coverages, a. Debris Removal, paragraph (3)** is replaced by the following:

(3) We will pay up to the blanket limit of insurance for debris removal expense, in any one "occurrence" of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (3)(a) and/or (3)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the blanket limit of insurance.

4. Personal Property of Others

(a) You may extend the Blanket Coverage Limit of Insurance to apply to property of others that is in your care, custody or control, including the cost of labor, materials or services furnished or arranged by you on personal property of others.

(b) The most we will pay under this provision is subject to the Blanket Coverage Limit of Insurance.

5. Valuable Papers and Records

Section I – Property A. 6. Coverage Extensions, e. Valuable Papers and Records, paragraph (3) is replaced by the following:

- (3) Regardless of the number of locations involved, the most we will pay under this Coverage Extension for loss or damage in any one "occurrence" at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE SILVER BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Deluxe Silver Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** and **B.** to determine the actual coverages and limits provided.

A	Scheduled Coverages	Limit	Page
1	Advertising Expense to Regain Customers	\$2,500	2
2	Backup or Overflow of a Sewer, Drain or Sump	Included	3
3	Brands and Labels	Included	3
4	Broad Form Water Damage	\$100,000	3
5	Business Income and Extra Expense from Dependent Properties	\$50,000	4
6	Business Income Extension from Websites	\$50,000 / 7 days	5
7	Claims Expense	\$10,000	6
8	Computer Fraud and Funds Transfer Fraud	\$10,000	6
9	Consequential Loss to Stock	Included	7
10	Contingent Transit Business Income and Extra Expense	\$100,000	7
11	Contractual Penalties	\$10,000	8
12	Employee Dishonesty Including ERISA	\$25,000	8
13	Expediting Expenses	\$10,000	8
14	Extended Business Income	90 days	8
15	Fine Arts	\$40,000	9
16	Fire Department Service Charge	\$25,000	9
17	Fire Extinguisher Systems Recharge	Included	9
18	Forgery and Alteration	\$50,000	9
19	Foundations and Underground Pipes	\$250,000	9
20	Garages, Storage Buildings and Other Appurtenant Structures	\$25,000	9
21	Hired Auto – Physical Damage	\$50,000	10
22	Interruption of Computer Operations	\$15,000	11
23	Key Replacement and Lock Repair	\$2,500	11
24	Laptop Computer Coverage Worldwide	\$10,000	11
25	Lessor's Lease Cancellation	\$10,000	12
26	Lessor's Tenant Move Expenses	\$10,000 / 60 days	12
27	Marring and Scratching	Included	13
28	Money Orders and Counterfeit Paper Currency	\$25,000	13
29	Newly Acquired or Constructed Property	180 days	13
30	Newly Acquired Business Income	\$500,000	13
31	Ordinance or Law (Tenant's Improvement Extension)	\$25,000	13
32	Ordinance or Law – Increased Period of Restoration	\$10,000	14
33	Outdoor Property	\$25,000	14
34	Personal Effects	\$25,000	15
35	Personal Property in Transit	\$25,000	15
36	Personal Property of Others – Replacement Cost	Included	15
37	Personal Property Off Premises	\$50,000	15
38	Precious Metal Theft Payment Changes	\$25,000	15
39	Preservation of Property – Expense	\$25,000	15

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A	Scheduled Coverages	Limit	Page
40	Salesperson's Samples	\$10,000	15
41	Soft Cost	\$10,000	16
42	Spoilage	\$25,000	16
43	Temporary Relocation of Property	\$50,000	17
44	Tenant Building Insurance - When Lease Requires You Provide Insurance	\$20,000	17
45	Tenant Business Personal Property Insurance - When Lease Requires You Provide Insurance	\$20,000	18
46	Tenant Sign	\$20,000	18
47	Transit Business Income and Extra Expense	\$50,000	18
48	Utility Services – Direct Damage	\$25,000	18
	Utility Services – Business Income	\$25,000	
49	Worldwide Property Off Premises	\$25,000	19

B	Blanket Coverages	Limit \$150,000	Page
1.	Accounts Receivables	Included	19
2.	Computer Equipment	Included	19
3.	Debris Removal	Included	20
4.	Personal Property of Others	Included	20
5.	Valuable Papers and Records	Included	20

COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, including Deductibles, except as provided below.
- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.

- IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from Dependent Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and then only to the extent

provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Advertising Expense to Regain Customers

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

gg. Advertising Expense

- (1) If we make payment for a Covered Cause of Loss under this policy and there is a "suspension" of "operations" caused by direct physical loss or damage to property, we will pay for necessary advertising expenses you incur solely to regain customer faith and approval.
- (2) We will only pay the necessary advertising expenses that you incur within 60 consecutive days after the "period of restoration" ends.
- (3) The most we will pay under this Additional Coverage for all necessary advertising expenses in any one policy year is \$2,500.

2. Backup or Overflow from a Sewer, Drain or Sump

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

hh. Backup or Overflow of Sewers, Drains or Sumps

- (1) We will pay for damage or loss to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or that is otherwise discharged from a sewer, drain, sump or sump pump.
- (2) For purposes of this Additional Coverage only, under **Section B. 1. Exclusions**, exclusion **g. (3)** is deleted.
- (3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.
- (4) **Special Limitations**

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by backup or overflow of sewers, drains or sumps when such event is a localized incident and not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the backup or overflow of a sewer, drain or sump is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by

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weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above definition apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

3. Brands and Labels

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered Cause of Loss, and we elect to take all or any part of the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

4. Broad Form Water Damage

Under **Section I - Property A.5. Additional Coverages**, the following is added:

ii. Broad Form Water Damage

- (1) We will pay for direct physical loss of or damage to Covered Property caused by “broad form water damage”.
- (2) Under **Section B. 1. Exclusions**, exclusion **g. (4)** is deleted.
- (3) The most we will pay for any loss under this Additional Coverage is \$100,000 per “occurrence”.

(4) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$1,000. This deductible is to apply separately:

- (a) To each building, including personal property therein (a single deductible applies);
- (b) To personal property in each building if no coverage is provided on the containing building; and
- (c) To personal property in the open.

The aggregate amount of this deductible in any one "occurrence" shall not exceed \$5,000.

We will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

(5) Under **Section G. Definitions**, the following is added:

33. "Broad form water damage" means loss or damage to Covered Property caused by:

- a. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floor or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.

(6) **Special Limitations**

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by subterranean water when such event is a localized incident - not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the subterranean water causing the "broad form water damage" is itself caused by any flood or general flooding conditions - including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

5. Loss of Business Income and Extra Expense from Dependent Properties

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties**, the heading and paragraph (1) are deleted and replaced by the following:

I. Loss of Business Income and Extra Expense from Dependent Properties Business Income from Dependent Properties

(1) We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain due to direct physical loss or damage at the premises of a "dependent property" caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$50,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

The following is added after item **m.(7)** of **Business Income and Extra Expense from Dependent Properties**:

Extra Expense from Dependent Properties

- (1) We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a “dependent property” caused by or resulting from any Covered Cause of Loss.

The incurred expense must be related to your business activities As provided in Paragraph (2) below and deal with your actions to assist your own business activities. We will not pay any expenses incurred that directly or indirectly serve to speed, or otherwise assist, recovery of an affected dependent property.

The most we will pay under this Additional Coverage is \$100,000 per “occurrence”, regardless of the number of “dependent properties” affected.

The “dependent property” must be located in the coverage territory.

- (2) Extra Expense means expense incurred by you:
- (a) To avoid or minimize the “suspension” of business and to continue “operations”, or
- (b) To minimize the “suspension” of business if you cannot continue “operations”,
- due to covered loss of or damage to a “dependent property” or properties.
- (3) We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage to the dependent property.
- (4) The Extra Expense coverage period, as stated in paragraph (3), does not include any increased period required due to the enforcement of any ordinance or law that:
- (a) Regulates the construction, use or repair, or requires the

tearing down of any property; or

- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of “pollutants”.
- (5) The following also apply to this Additional Coverage:
- (a) **Extra Expense**, item **g.(4)**; and
- (b) **Section I – Property, 5. Additional Coverages, f. Loss of Business Income, paragraph (4) Resumption of Operations**, paragraph (b).

The expiration date of this policy will not reduce the Extra Expense coverage period.

6. Business Income from Websites

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

jj. Business Income From Websites

- (1) You may extend this insurance to apply to a “suspension” of “operations” caused by direct physical loss or damage to property that you depend on for “web site and communications services” from a Covered Cause of Loss.
- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one “occurrence” under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.
- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that

provides "web site and communications services".

(5) "Web Site and Communication Services" means:

- (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
- (b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property**.

7. Claims Expense

Under **Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal is deleted and replaced with:**

j. Claims Expense

- (1) We will pay all reasonable expenses you incur at our request to assist us in:
 - (a) The investigation of a claim;
 - (b) The determination of the amount of loss, such as taking inventory; or
 - (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) We will not pay for expense:
 - (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by them;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy
- (3) The most we will pay under this coverage extension per "occurrence" is \$10,000 per affected location.

(4) The deductible does not apply to this Coverage Extension

8. Computer Fraud and Funds Transfer Fraud

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

kk. Computer Fraud and Funds Transfer Fraud

- (1) The Computer Fraud And Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
 - (a) To a person (other than a messenger) outside those premises; or
 - (b) To a place outside those premises.
- (2) The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$10,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.
- (3) The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities** Additional Coverage:
 - (d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
 - 1. To a person (other than a messenger) outside those premises; or
 - 2. To a place outside those premises.
- (4) The following are added to Paragraph **G. Property Definitions**:

33. "Fraudulent instruction" means:

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- (a) An electronic, telegraphic, cable, teletype, telefacsimile or

telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

- (b) A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

- (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.

34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

- (a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or

- (b) By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

9. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

I. Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.
- (2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

10. Contingent Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

m. Contingent Transit Business Income and Extra Expense

Subject to the terms of the **Additional Coverages Business Income and Extra Expense**, you may extend your Business Income or Extra Expense Coverage to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss of or damage to Business Personal Property of Others, not in your care, custody or control, while "in transit", caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$100,000.

Under **Section G. Definitions**, the following is added:

- 34.** "In transit" means in the course of shipment from or to the premises shown in the Declarations. It includes such shipments while temporarily stopped or delayed, incidental to the delivery.

11. Contractual Penalties

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. Contractual Penalties

You may extend your Business Income coverage to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

- (1)** Result from your failure to timely deliver your product according to contract terms;
- (2)** Result from direct physical loss or damage by a Covered Cause of Loss; and
- (3)** Have been paid to your customer.

The most we will pay under this Extension is \$10,000.

12. Employee Dishonesty including ERISA Compliance.

Under **Section I - Property A.5. Additional Coverages, p. Employee Dishonesty**, paragraph **(3)** is replaced by the following:

- (3)** The most we will pay for loss or damage in any one "occurrence" is \$25,000 or the amount shown in the Additional Property Coverage Schedule. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I - Property**.

13. Expediting Expenses

Under **Section I - Property A.5. Additional Coverages**, the following is added:

II. Expediting Expenses

- (1)** When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:

- (a)** Make temporary repairs;

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- (b)** Expedite permanent repair or replacement of damaged property; or

- (c)** Provide training on replacement machines or equipment.

- (2)** The most we will pay for loss under this Additional Coverage is \$10,000 per "occurrence". The amount payable under this Additional Coverage is not subject to **Section I - Limits of Insurance**.

14. Extended Business Income

Under **Section 1 - Property A.5 Additional Coverages, f. Business Income** paragraph **(2) Extended Business Income** is replaced with the following:

(2) Extended Business Income

- (a)** If no Business Income Coverage is provided under this policy, then there is no Extended Business Income Coverage afforded under this policy.

- (b)** If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (1)** Begins on the date covered property except finished stock is actually repaired, rebuilt or replaced (to the extent necessary to resume operations) and "operations" are resumed; and

- (2)** Ends on the earlier of:

- (i)** The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

- (ii)** The later of 90 consecutive days or the number of consecutive days shown in the Additional Property Coverage Schedule for this Additional Coverage after the date determined in **(2)(b)** above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (c) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

15. Fine Arts

Under **Section I – Property A.5. Additional Coverages, x. Fine Arts**, paragraph (2) is replaced by the following:

- (2) Regardless of the number of insured locations affected, the most we will pay per “occurrence” under this Additional Coverage is \$40,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

16. Fire Department Service Charge

Under **Section I – Property A.5. Additional Coverages, c. Fire Department Service Charge** is deleted and replaced with:

a. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department services unless a higher Limit of Insurance is shown in the Declarations if:

- (1) Assumed by contract or agreement prior to the loss; or
- (2) Required by local ordinance.

This Additional coverage is not subject to the Limits of Insurance of **Section I – Property**.

17. Fire Extinguisher Systems Recharge

Under **Section I – Property A.6. Coverage Extensions**, paragraph **o. Fire Extinguisher Recharge**, is replaced with the following:

o. Fire Extinguisher Systems Recharge

- (1) When caused by or resulting from a Covered Cause of Loss, we will pay:

- (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1000 feet of the described premises; and

- (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing or due to the maintenance of equipment.

- (3) This Coverage Extension is included within the Limit of Insurance applicable to your covered property at the described premises. This Coverage Extension does not increase the Limits of Insurance.

18. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages, k. Forgery and Alteration**, paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

19. Foundations and Underground Pipes

Under **Section I – Property A. 2. Property Not Covered**, the following paragraphs are deleted: **n, o and s**. The following is added:

If this policy covers Buildings, you may extend that insurance to apply to:

- (1) The cost of excavations; grading; backfilling; filling

- (2) Foundations of buildings, structures, machinery or boilers if their foundations are below:

- (a) The lowest basement floor; or

- (b) The surface of the ground, if there is no basement;

- (3) Underground pipes, flues or drains.

The most we will pay for loss under this Extension is \$250,000. Payment for loss or damage to this property is included within the applicable Limit of Insurance.

20. Under **Section I – Property, A.6. Coverage Extensions**, paragraph **h. Garages, Storage Buildings and Other Appurtenant Structures**, is replaced with the following:

h. Garages, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, including, but not limited to, swimming pools; spas; and the associated equipment within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises regardless of the number of buildings or structures affected.

21. Hired Auto – Physical Damage

Under **Section I - Property A. 5. Additional Coverages**, the following is added:

mm. Hired Auto – Physical Damage

(1) We will pay for loss to an “auto” you lease, hire or rent. For purposes of this Additional Coverage, “employees”, officers, members and directors are insured when the “auto” is leased, hired or rented for travel on a short term basis but only with respect to the conduct of the insured’s business. This does not include any “auto” you lease, hire or rent from any of your “employees”, partners or members of their households.

We will pay for loss to a covered “auto” or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

- (i) The covered “auto’s” collision with another object; or
- (ii) The covered “auto’s” overturn.

(b) Collision coverage

Caused by:

- (i) The covered “auto’s” collision with another object; or

- (ii) The covered “auto’s” overturn.

(2) Under **Section I - Property A. 2.**, the following replaces **Property Not Covered**:

Property Not Covered

We will not pay for loss to any of the following:

- (a) Any covered “auto” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.
- (b) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (c) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- (d) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

(3) For insurance provided by this Additional Coverage, under **Section B. Exclusions**, only the following exclusions apply:

- (a) Paragraph **B. 1. d.**, Nuclear Hazard; and
- (b) Paragraph **B. 1. f.**, War and Military Action.

The following additional exclusions will apply to this Additional Coverage:

(a) False Pretense

We will not pay for loss to a covered “auto” caused by or resulting from someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

(b) We will not pay for loss caused by or resulting from:

Wear and tear; freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

- (4) **Section C. Limits of Insurance** is replaced by the following:

The most we will pay for loss to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of loss;
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (c) \$50,000.

- (5) Under **Section D. Deductibles**, paragraph 5. the following is added:

A \$1,000 deductible applies to the following Additional Coverage:

- f. Hired Auto – Physical Damage

- (6) Under **Section G. Definitions**, the following is added:

"Auto" means, a land motor vehicle, trailer or semitrailer.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

This coverage is provisional and excess to any other valid insurance whether collectible or not.

22. Interruption of Computer Operations

Under **Section I – Property A.5. Additional Coverages**, ff. **Interruption of Computer Operations**, paragraph (3) is replaced by the following:

- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$15,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or

incurred in the policy year in which the interruption began.

23. Key Replacement and Lock Repair

Under **Section I – Property A.6 Coverage Extensions**, paragraph g. **Key Replacement and Lock Repair**, is replaced with the following:

You may extend the insurance provided under this Coverage Form to apply to loss or damage, caused by or resulting from a

covered "theft" loss for the cost incurred for:

- (1) Replacement of keys if they are stolen;
- (2) Lock repair; or
- (3) Rekeying or replacing lock sets when the building security has been compromised.

The most we will pay under this Extension is \$2,500. The Deductible does not apply to this Extension.

24. Laptop Computer Coverage Worldwide

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

nn. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.
- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss Condition** paragraph **E.5.d.(3)(b)**.
- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per "occurrence", including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$10,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.
- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained

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loss when the property is baggage checked with a carrier for transit.

(5) **Limitations**, item **b.** does not apply to this Additional Coverage.

(6) The provisions for Business Income loss will be governed by the terms of **Additional Coverage – f. Loss of Business** except:

(a) Requirements that loss occur within 1000 feet or at the described premises under **f.(1)** are suspended for this coverage; and

(b) The following items do not apply to this Additional Coverage:

1. **f.1.c.(2)**;

2. **f.(2)** Extended Business Income; and

3. **f.(3)(c)**

(7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – **g. Extra Expense** except:

(a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage.

25. Lessor's Lease Cancellation

Under **Section I – Property A.5. Additional Coverages**, the following is added:

oo. Lessor's Lease Cancellation

(1) We will pay the actual loss of business income you sustain due to the cancellation of a lease by your tenants in a Covered Building due to untenability that is caused by direct physical loss or damage to that building from a Covered Cause of Loss.

This Additional Coverage only applies if at the time of loss the building was occupied and business was being conducted by the tenant cancelling the lease or their sublessee.

(2) We will pay for loss of business income that you sustain after tenability is restored and until the earlier of:

(a) The date you lease the premises to another tenant; or

(b) 12 months immediately following the "period of restoration".

(3) Regardless of the number of tenants cancelling a lease at the described premises, the most we will pay under this Additional Coverage is \$10,000 per "occurrence". This Additional Coverage is not subject to **Section I – Limits of Insurance**.

(4) Special Lease Cancellation Exclusions

We will not pay for:

(a) Lease cancelled after the "period of restoration";

(b) Lease cancelled, suspended or allowed to lapse by you;

(c) Return of prepaid rent or security and other deposits made by tenants; or

(d) Lease cancelled at the normal expiration date.

26. Lessor's Tenant Move Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

pp. Lessor's Tenant Move Expenses

(1) In the event that your tenants must temporarily vacate the covered Building at the described premises due to untenability caused by direct physical loss or damage by a Covered Cause of Loss, we will pay the following expenses you actually incur to move those tenants out of and back into your covered Building.

(2) We will only pay for the following expenses:

(a) Packing, transporting and unpacking the tenant's Business Personal Property including the cost of insuring the move out and back and any necessary disassembly and reassembly or setup of furniture and equipment; and

(b) The net cost to discontinue and re-establish the tenants'

utility and telephone services, after any refunds due the tenants.

- (3) We will only pay for these expenses that you actually incur within 60 days of the date that the damaged buildings has been repaired or rebuilt.
- (4) Regardless of the number of tenants involved, the most we will pay under this Additional Coverage is \$10,000 per "occurrence". This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property**.

27. Marring and Scratching

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

n. Marring and Scratching

We will pay for loss or damage to Covered Property at the described premises due to sudden and accidental marring and scratching of:

- (1) Your "stock";
- (2) Your printing plates; and
- (3) Property of others that is in your care, custody or control.

This Cause of Loss does not apply to:

- (1) Property at other than the described premises; and
- (2) Property in transit

Payment under this Extension is included within your Business Personal Property Limit of Insurance.

28. Money Orders and Counterfeit Paper Currency

Under **Section I – Property A. 5. Additional Coverages, j. Money Orders and Counterfeit Paper Currency** is replaced by the following:

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit" paper currency that is acquired during the regular course of business.

Regardless of the number of insured locations involved, the most we will pay per "occurrence" under this Additional Coverage is \$25,000. Payment for loss is included within the applicable Limit of Insurance.

29. Newly Acquired or Constructed Property:

Under **Section I – Property A.6. Coverage Extensions**, paragraph (4)(b) is replaced with the following:

- (b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

30. Newly Acquired or Constructed Property – Business Income and Extra Expense

Under **Section I – Property A.6. Coverage Extensions**, paragraph (3)(a) is replaced with the following:

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

31. Ordinance or Law (Tenant's Improvements Extension)

Under **Section I – Property A. 5. Additional Coverages, i. Ordinance or Law**, paragraph (1) is replaced by the following:

- (1) This Additional Coverage applies only:
When a Limit of Insurance for Business Personal Property for the affected building, or buildings, is shown on the Declarations; and then only when Business Personal Property is insured on a replacement cost basis.
- (2) This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

Under **Section I – Property A. 5. Additional Coverages, i. Ordinance or Law**, section (5) **Loss Payment** - paragraph (c) is replaced by the following:

(c) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction is the Limit of Insurance shown below. Subject to this combined Limit of Insurance, the following loss payment provisions apply:

- (i) For Demolition Cost, we will not pay for more than the amount you actually spend to demolish and clear the site of the described premises.
- (ii) With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - a. Until the property is actually repaired or replaced, at the same or another premises; and
 - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.
 - (iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (iv) If the ordinance or law requires relocation to another premise, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
 - (v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this policy is \$5,000 or the amount shown in the Additional Property Coverage Schedule.
If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage for each damaged building is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

Regardless of the number of locations insured or buildings involved, the most we will pay for loss under Demolition Cost and Increased Cost of Construction for tenant's improvements and betterments for each described premises insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

32. Ordinance or Law – Increased Period of Restoration

Under Section I – Property, A.5. Additional Coverages, the following is added to I. Ordinance or Law, under Paragraph (4) Coverage:

- (d) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:
 - (1) Regulates the construction or repair of any property;
 - (2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
 - (3) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

- (1) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (2) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

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- (e) The most we will pay for loss under Ordinance or Law – Increased Period of Restoration is \$10,000 for each described building insured under this coverage form or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Ordinance or Law – Increased Period of Restoration for each described building is \$10,000.

The Ordinance or Law – Increased Period of Restoration coverage is not subject to the Limits of Insurance of **Section I – Property**.

33. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property, paragraph (4)** is replaced by the following:

- (4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Extension is \$25,000 per “occurrence”, but not more than \$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

34. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises.

35. Personal Property in Transit

Under **Section I – Property A. 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5)** is replaced by the following:

- (5) The most we will pay for loss or damage under this Extension is \$25,000 per “occurrence”.

36. Personal Property of Others – Replacement Cost

We will pay, on replacement cost basis, for direct physical loss or damage by a Covered Cause of Loss for Personal Property of Others as provided in paragraph (2) above. Under **Section E. Property Loss Conditions 5. Loss Payment**, paragraph **d.(3)(b)** is deleted.

37. Personal Property Off Premises

Under **Section I – Property A.6. Coverage Extensions, Paragraph b. Personal Property Off Premises**, is replaced with the following:

b. Personal Property Off Premises

- (1) You may extend the insurance that applies to Business Personal Property while:
- (a) Temporarily at a location you do not own, lease or operate; or
- (b) At any fair, trade show or exhibition.
- (2) The most we will pay for loss or damage under this Coverage Extension is \$50,000 per “occurrence” or the amount shown in the Additional Property Coverage Schedule, whichever is greater.

38. Precious Metal Theft Payment Changes

Under **Section I – Property A.4. Limitations**, Paragraph **c.** is replaced with the following:

- c. For loss or damage by “theft”, the following types of property are covered only up to the limits shown:
- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
- (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

39. Preservation of Property – Expense

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

qq. Preservation of Property - Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved,

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but does not extend past the date on which this policy expires.

- (3) The most we will pay under this Additional Coverage is \$25,000 per "occurrence". This Additional Coverage is not subject to **Section I – Limits of Insurance.**

40. Salesperson's Samples

Under **Section I - Property A. 5. Additional Coverages, z. Salesperson's Samples**, paragraph (2) is replaced by the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$10,000 per "occurrence". This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property.**

41. Soft Cost

Under **Section I – Property A.6. Coverage Extensions**, the following is added:

p. Soft Cost

- (1) We will pay the actual "soft cost expenses" that arise out of a delay in the construction, erection or fabrication of a Covered Building that is listed in paragraph **A.1.a.(6)** resulting from direct physical loss or damage to that Covered Building from a Covered Cause of Loss.
- (2) We will only pay the necessary "soft cost expenses" that are over and above those costs that would have been incurred had there been no delay.
- (3) "Soft cost expenses" means additional:
- (a) Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
 - (b) Interest on money borrowed to finance construction, remodeling, renovation or repair; and
 - (c) Advertising, public relations and promotional expenses.
- (4) The most we will pay under this Coverage Extension in any one "occurrence" is \$10,000. This

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Coverage Extension is not subject to **Section I – Limits of Insurance.**

42. Spoilage

rr. Spoilage

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

The following provisions (A. through G. inclusive) apply to the insurance provided by this Additional Coverage:

A. Paragraph **A.1. Covered Property** in **Section I – Property**, the following is added for purposes of this Additional Coverage Spoilage:

(1) Covered Property

Covered Property means "perishable goods" at the insured locations, if the "perishable goods" are:

- (a) Owned by you and used in your business; or
- (b) Owned by others and in your care, custody or control except as otherwise provided in **Loss Payment Property Loss Condition E.5.d.(3)(b).**

B. The following is added to paragraph **A.2. Property Not Covered** in **Section I – Property**:

v. Property located:

- (1) On the exterior of buildings;
- (2) In the open; or
- (3) In vehicles.

C. Paragraph **A.3. Covered Causes Of Loss** in **Section I – Property** is replaced by the following:

(3) Covered Causes Of Loss

Subject to the exclusions described in item **E.** of this Additional Coverage, covered causes of loss means the following:

(a) Breakdown or Contamination, meaning:

- (1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

- (2) Contamination by a refrigerant. Coverage applies only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

- (b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph **A.6. Coverage Extensions** in **Section I – Property** does not apply.

E. Paragraph **B. Exclusions** in **Section I – Property** does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.b.**, Earth Movement;
 - i. Paragraph **B.1.c.**, Governmental Action;
 - ii. Paragraph **B.1.d.**, Nuclear Hazard;
 - iii. Paragraph **B.1.f.**, War and Military Action; and
 - iv. Paragraph **B.1.g.**, Water.

Under Section I – Property, B. Exclusions, Paragraph 2: The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

- c. The inability of an electrical utility company or other power source to provide sufficient power due to:

- (1) Lack of fuel; or
- (2) Governmental order.

- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Conditions

- 1. Under **Section E. Property Loss Conditions** in **Section I – Property**, item d. of **Condition 5.**

Loss Payment is replaced by the following for purposes of this Additional Coverage, Spoilage:

- d. We will determine the value of Covered Property as follows:

- (1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable goods", at actual cash value.

- G. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$25,000. This Additional Coverage is not subject to **Section I – Limits of Insurance.**

43. Temporary Relocation of Property

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

ss. Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.

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(2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.

(3) The most we will pay under this Additional Coverage is \$25,000. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

44. Tenant Building Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

tt. Tenant Building Insurance – When Lease Requires You Provide Insurance

(1) When a Limit of Insurance for Business Personal Property and when caused by a Covered Cause of Loss, we will pay for direct physical loss or damage to a described building under this policy and in your care, custody or control for which you have a written contractual responsibility to insure.

(2) Regardless of the number of described buildings affected, the most we will pay per insured location under this Additional Coverage is \$20,000 per “occurrence”.

45. Tenant Business Personal Property Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

uu. Tenant Business Personal Property Insurance – When Agreement Requires You Provide Insurance

(1) When caused by a Covered Cause of Loss, subject to **Loss Payment – Property Loss Conditions** paragraph **E.5.d.(3)(b)**, we will pay for direct physical loss or damage to Business Personal Property of others in your care, custody or control that is located within buildings insured under this policy for which you have a written contractual responsibility to insure.

(2) Regardless of the number of buildings where business personal property is located, the most we will pay per insured location under this Additional Coverage is \$20,000 per “occurrence”.

(3) This Additional Coverage is not subject to the **Limits of Insurance of Section I – Property**.

46. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs**, paragraph (2) is replaced by the following:

(2) The most we will pay for loss or damage in any one “occurrence” is \$20,000 per insured location.

47. Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

t. Transit Business Income and Extra Expense

You may extend your Business Income or Extra Expense coverages to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss or damage to Covered Property “in transit” caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$50,000.

48. Utility Services

Under **Section I - Property A. 5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

(1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). The most we will pay for any loss under this Additional Coverage is \$25,000.

(2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The

interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3).

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$25,000.

(3) Services:

(a) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (i)** Pumping stations; and
- (ii)** Water mains.

(b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i)** Communication transmission lines, including optic fiber transmission lines;
- (ii)** Coaxial cables; and
- (iii)** Microwave radio relays except satellites.

It does not include overhead transmission lines or overhead distribution lines.

(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i)** Utility generating plants;
- (ii)** Switching stations;
- (iii)** Substations;
- (iv)** Transformers; and
- (v)** Transmission lines,

But does not include overhead transmission lines, overhead distribution lines, overhead transformers or any other overhead service equipment or similar (however mounted and whatever mounted upon) equipment.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to

this Utility Services Additional Coverage.

49. Worldwide Property Off Premises

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

q. Worldwide Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is temporarily outside the coverage territory, while "in transit" or on airborne transportation carriers for the purpose of exhibition, service or repair caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage Extension is \$25,000 per "occurrence". The amount payable under this Coverage Extension is not subject to the Limits of Insurance of Section I - Property.

B. BLANKET COVERAGES

Blanket Coverage Limit of Insurance

The following additional coverage is added:

We will pay up to \$150,000 as a Blanket Coverage Limit of Insurance to apply at each scheduled premises and to apply to the sum of all covered losses under the coverages described in this section **B.1** through **B.5** arising out a single "occurrence" due to a Covered Cause of Loss.

You may distribute this Coverage Limit among these coverages as you deem necessary. However, after a loss, we will not pay more than \$150,000 at any one insured location per "occurrence".

1. Accounts Receivables

Under **Section I - Property A. 6. Coverage Extensions, f. Accounts Receivables, paragraph (2)** is replaced by the following:

(2) The most we will pay under this Coverage Extension for loss or damage in any one "occurrence" at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

2. Computer Equipment

Under **Section I – Property A. 5. Additional Coverages, r. Computer Equipment**, Paragraph (4) is replaced by the following:

- (4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage to property listed in (1)(a – d) in any one “occurrence” at insured locations is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one “occurrence”. This Additional Coverage is not subject to the Limits of Insurance **Section I - Property**.

3. Debris Removal

Under **Section I – Property A.5. Additional Coverages, a. Debris Removal, paragraph (3)** is replaced by the following:

- (3) We will pay up to the blanket limit of insurance for debris removal expense, in any one “occurrence” of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (3)(a) and/or (3)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the blanket limit of insurance.

4. Personal Property of Others

- (a) You may extend the Blanket Coverage Limit of Insurance to apply to property of others that is in your care, custody or control, including the cost of labor, materials or services furnished or arranged by you on personal property of others.

- (b) The most we will pay under this provision is subject to the Blanket Coverage Limit of Insurance.

5. Valuable Papers and Records

Section I – Property A. 6. Coverage Extensions, e. Valuable Papers and Records, paragraph (3) is replaced by the following:

- (3) Regardless of the number of locations involved, the most we will pay under this Coverage Extension for loss or damage in any one “occurrence” at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** Under **Section I – Property 1. Covered Property**, the following is added to Paragraph **a.**:
- (9)** Bridges, driveways, walks or patios within 1,000 feet of the described premises; and
 - (10)** Outdoor swimming pools and spas and associated structures.
- B.** Under **Section I – Property A.6. Coverage Extensions**, Paragraph **h. Garages, Storage Buildings and Other Appurtenant Structures**, is replaced with the following:
- h. Garage, Storage Buildings and Other Appurtenant Structures**
- You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures within 1000 feet of the described premises.
- The most we will pay for loss or damage under this Extension is \$10,000 at each described premises regardless of the number of buildings or structures affected.
- C.** Under **Section I – Property A.1. Covered Property**, the following is added to Paragraph **a.(5)**:
- (e)** Business personal property used for maintaining and servicing pools and other recreational facilities on the described premises.
- D.** Under **Section I – Property A.2. Property Not Covered**, Paragraph **w.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE DEVICES FOR RESTAURANTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Under **Section I – Property F. Property General Conditions**, paragraph **5. Protective Devices** is replaced with the following:

- a. If you received a discount to the property premium of this policy because of the existence of one of the following protective devices, you are required to maintain that protective device. Existence of an applicable protective devices credit can be found on the Declarations Page.
- b. Protective devices include Automatic Sprinkler Systems including related supervisory services, Automatic Fire Alarms and Central Station Security Alarms.
- c. We will not pay for loss or damage caused by a Covered Cause of Loss which a device is intended to protect against if you:
 - (1) Knew of any suspension or impairment in any protective device and failed to notify us of that fact; or
 - (2) Failed to maintain any protective device over which you had control in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.
- d. It is a condition of this insurance that you or your employees:
 - (1) Activate and maintain automatic fire extinguishing systems that are installed for the protection of cooking equipment and the exhaust, venting systems (including ducts) servicing cooking equipment in working condition insofar as it is within your or your employees control;
 - (2) Clean and degrease, on a regular basis and as the need arises, all hoods, ducts, and filters servicing the cooking equipment;
 - (3) At least once every six months, inspect the flues and ducts servicing cooking equipment and employ an outside service contractor to clean and degrease all components of the exhaust system whenever the inspection discloses significant grease build-up; and
 - (4) Inform us of any changes that will be made to the property described in paragraph **d.(1)** above or any condition that may impede or impair the proper functioning of that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOUSEHOLD PERSONAL PROPERTY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Schedule

Prem. No.	Bldg. No.	Limit of Insurance
		\$
		\$
		\$

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

A. With respect to the premises described in the Schedule above, the following is added to **Section I – Property A. Coverage**, paragraph **b.**:

- (7)** Household personal property that you ordinarily use in connection with your occupancy, as a dwelling. This includes:
 - a.** property you own;
 - b.** property you have purchased under an installment plan; and
 - c.** at your option:
 - (i)** property belonging to a member of your family; or
 - (ii)** property belonging to a household or domestic worker who lives at the described premises.

Household Personal Property does not include your personal property furnished by you as a landlord.

B. Limit of Insurance

The Limit of Insurance for Household Personal Property Coverage provided by this endorsement is part of, and not in addition to, the limit of insurance for Building Personal Property at the premises described in the Schedule above or shown in the Declarations.

C. Under **Section I – Property A.5. Coverage Extensions**, the following is added:

j. Household Personal Property Off Premises

- 1.** The coverage as provided under Paragraph **A.** above is extended to apply to covered household personal property, other than “money” and “securities”, while it is temporarily at a premises you do not own, lease or operate while the described premises is being renovated or remodeled.
- 2.** The most we will pay for loss or damage under this Extension is the lesser of:
 - (a)** 10% of the Limit of Insurance for Business Personal Property at the premises described in the Schedule above or as shown in the Declarations; or
 - (b)** \$25,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GUESTS' PROPERTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Schedule

Limits of Insurance
\$ Each Guest
\$ Each "Occurrence"

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

A. Under Section I – Property A.1 Covered Property, paragraph **b.(2)** is deleted and does not apply to Guests' Property.

B. Under Section I – Property A.5. Additional Coverages, the following is added:

Guests' Property

1. We will pay for loss of or damage to guests' property for which you are legally liable:

- (a) While the Guests' Property is located inside a building at an insured location;
- (b) While the property is in a safe deposit box inside a building at an insured location;
- (c) While the Guests' Property is in the open or in a locked vehicle within 100 feet of the described premises; or
- (d) While the property is In your care, custody and control.

If you are sued for refusing to pay for loss of or damage to guests' property and you have our written consent to defend against the suit, we will pay up to \$1,000 for any reasonable legal expenses that you incur and pay in that defense. The amount we will reimburse you for defense of any suit is in addition to the applicable Limit of Insurance shown in the Schedule above.

C. No deductible applies to this Additional Coverage.

D. Limits of Insurance

1. The most we will pay under this coverage for all loss or damage to Guests' Property in any one

"occurrence" is the Limit of Insurance applicable to Each "Occurrence" shown in the Schedule or in the Declarations.

2. Subject to Paragraph 1. above, the most we will pay for all loss or damage sustained by each guest in any one "occurrence" is the Limit of Insurance applicable to Each Guest shown in the Schedule or in the Declarations.

E. In addition to exclusions under Section I – Property B. Exclusions, the following exclusions apply to Guests' Property. We will not pay for loss or damage:

- 1. Resulting from any dishonest or criminal act that you or any of your partners or members commit, whether acting alone or in collusion with other persons.
- 2. Resulting from the spilling, upsetting or leaking of any food or liquid.
- 3. To property resulting from fire, however caused.
- 4. To property while in your care and custody for laundering or cleaning;
- 5. Resulting from your release of any other person or organization from legal liability.
- 6. To property resulting from insects, animals, wear or tear, gradual deterioration or inherent vice.

F. For purposes of this Additional Coverage, a guest is a customer who pays for services offered by the insured's establishment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APARTMENT EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Under Section I – Property 1. Covered Property, the following is added to Paragraph **a.:**

- (9)** Bridges, driveways, walks or patios within 1,000 feet of the described premises; and
- (10)** Outdoor swimming pools and spas and associated structures.

B. Under Section I – Property A.1. Covered Property, the following is added to Paragraph **a.(5):**

- (e)** Business personal property used for maintaining and servicing pools and other recreational facilities on the described premises.

C. Under Section I – Property 2. Property Not Covered, Paragraph **w.** is deleted.

D. Under Section I – Property A.6. Coverage Extensions, Paragraph **h. Garages, Storage Buildings and Other Appurtenant Structures**, is replaced with the following:

h. Garage, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises regardless of the number of buildings or structures affected.

E. Under Section I – Property A.5. Additional Coverages, the following is added:

Tenant Relocation Expense

1. When a "rented living quarters" in a building covered by this policy is made uninhabitable as a result of a loss caused by any Covered Cause of Loss, this policy covers "relocation expense" incurred by the tenant or lawful occupant to relocate to other living quarters in the shortest possible time.

(a) "Relocation expense" means documented, reasonable and necessary:

- (1)** Costs of packing, insuring, storing and carting household goods;
- (2)** Costs of securing new utility services less refunds from discontinued services at the damaged premises;
- (3)** Costs of searching for other quarters;
- (4)** Costs of disconnecting and reconnecting household appliances;
- (5)** Additional living expenses while searching for or awaiting possession of other quarters or the restoration of existing quarters;

commencing with the date of direct physical damage to the covered building and not limited by the expiration date of this policy.

(b) "Relocation expense" does not mean:

- (1)** Loss caused by the termination of a lease or other agreement;
- (2)** Security Deposits or other payments made to the landlord or lessor of other quarters; or

- (3) Down payments, legal fees and closing costs incidental to the purchase of other quarters.
- (c) "Rented living quarters" means a room, suite of rooms or apartment rented as a single residential unit by one or more persons.
"Rented living quarters" does not mean one or more rooms occupied by one or more persons as roomers in a hotel, motel, public or private lodging or rooming house where the premises are occupied on a transient basis.
- (d) The most we will pay under this Additional Coverage for "relocation expenses" is \$750 per "rented living quarters" and \$5,000 per "occurrence".
- (e) The deductible provisions of this policy do not apply to the "relocation expense" benefits.
- (f) If at the time of loss, the tenant or lawful occupant has other insurance that covers "relocation expense", we shall not be liable for any loss under this coverage until the liability of such other insurance has been exhausted.
If you have other insurance that covers "relocation expense", payment under this policy will be prorated with such insurance for the smaller of the incurred "relocation expense" or \$750 all after application of the other insurance of the tenant or lawful occupant.
- (g) The claims for all persons occupying the "rented living quarters" will be settled with and payment made to the tenant or lawful occupant renting the quarters from the building owners, or lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING OWNERS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Under **Section I – Property A.1. Covered Property**, the following is added to Paragraph **a.**

- (9)** Walks or patios; and
- (10)** Underground lawn sprinkler systems.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOTEL AND MOTEL EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. Amended Definition of Building

(a) Under **Section I – Property A.1. Covered Property**, the following is added to Paragraph a.:

- (9) Fences;
- (10) Retaining walls that are not part of the building;
- (11) Radio or television antennas (including satellite dishes) and their lead in wiring, masts or towers; and
- (12) Bridges, driveways, walks and patios

that are within 1,000 feet of the described premises.

(b) Under **Section I – Property A.2. Property Not Covered**, paragraph r. is deleted.

(c) We will not pay for loss or damage to retaining walls that are used in whole or in part, to contain water.

(d) Under **Section I – Property A.5. Additional Coverages**, paragraph y. **Fences and Walls** is replaced with the following:

y. Walls

- (1) When caused by or resulting from a Covered Cause of Loss, we will pay for direct physical loss to walls, other than retaining walls, whether or not attached to buildings or other structures, which you own at the described premises.
- (2) This Additional Coverage is available only when a Limit of Insurance is shown in the Declarations for Buildings.

(3) The most we will pay for any loss under this Additional Coverage is \$2,500.

(4) This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

(d) Under **Section I – Property A.2. Property Not Covered**, Paragraph h. is replaced with the following:

h. Outdoor walls, other than retaining walls, trees, shrubs or plants, all except as provided in the:

- (1) Outdoor Property Coverage Extension; or
- (2) Walls Additional Coverage;

(e) Under **Section I – Property A.6. Coverage Extensions**, paragraph c. **Outdoor Property** is replaced with the following:

- (1) When the Declarations indicate Buildings are covered property, you may extend coverage on your premises to trees, shrubs and plants.
- (2) Debris removal expense is also provided for any of the above when loss is caused by, or results from, any of the following causes of loss:
 - Fire;
 - Lightning;
 - Explosion;
 - Riot or civil commotion;
 - Aircraft;
 - Windstorm; or
 - Ice, snow, sleet and hail.

(3) The most we will pay for loss or damage under this Extension is \$5,000, but not more than \$1,000 for any one tree, shrub or plant.

(4) The coverage and Limits of Liability provided within this Coverage Extension represents the total amounts collectible for the above items, including debris removal expense, in the event of loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUFACTURERS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. Under **Section I – Property E. Property Loss Conditions**, the following is added:

9. Machinery and Equipment Additional Valuation

When machinery and equipment owned by you or rented to you that is Covered Property incurs loss or damage under a Covered Cause of Loss, the following costs will be included in the valuation of loss for the covered machinery and equipment:

- a. Installation;
- b. Shipping;
- c. Calibration;
- d. Certification;
- e. Testing;

- f. Computerization;

- g. Training; and

- h. Import taxes, value added taxes and duties.

The Machinery and Equipment Additional Valuation does not increase the Limits of Insurance under **Section I – Property**.

2. Under **Section 1 – Property G. Property Definitions**, the following is added to Definition **32**. “Valuable papers and records”:

- c. If you are a printer, “valuable papers and records” includes negatives, positives, artwork, separations, plates, dies, stick, molds, forms, and similar property usual to the graphic arts trade only if such property is used in your printing operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFFICE, PROCESSING AND SERVICES EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. Under **Section I – Property A.5.** Additional Coverages, the following is added:

Theft of Telephonic Services

We will pay amounts you are obligated to pay that result from the stealing of your telephonic services when someone who is not employed by you or someone who performs work for you and is not an “employee”, gains unauthorized access to your telephonic services used in your business operations. Telephonic services means unauthorized use of:

- (a) your telephone services;
- (b) your telephone credit cards; or
- (c) your telephone access cards.

The most we will pay under this Additional Coverage for all acts of theft of telephonic

services, regardless of the number of thefts of telephonic services, that are sustained in one policy year is \$25,000.

This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property.**

2. Under **Section 1 – Property G. Property Definitions**, the following is added to Definition **32.** “Valuable papers and records”:

- c. If you are a printer, “valuable papers and records” includes negatives, positives, artwork, separations, plates, dies, stick, molds, forms, and similar property usual to the graphic arts trade only if such property is used in your printing operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOTIVE SERVICES – GASOLINE OR OIL CONTAMINATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

Gasoline or Oil Contamination

For purposes of this Additional Coverage, we will pay up to \$2,500 per “occurrence” to replace your gasoline or other petroleum products which have been contaminated, and rendered useless, by surface water run-off into your storage tanks

that are on the premises described in the Declarations.

We will not pay for any loss in any one “occurrence” until the amount of loss exceeds a \$250 deductible. We will pay the amount of the loss in excess of the deductible up to the \$2,500 per “occurrence” regardless of the number of storage tanks or locations involved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE GOLD MEDICAL AND DENTAL OFFICES BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Deluxe Gold Medical and Dental Offices Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** and **B.** to determine the actual coverages and limits provided.

A	Scheduled Coverages	Limit	Page
1	Brands and Labels	Included	2
2	Business Income – Billable Hours Loss Settlement Option	Per Diem; 15 days	2
3	Business Income (Loss of) and Extra Expense from Dependent Properties	\$50,000	2
4	Business Income Extension from Websites	\$50,000/7 days	3
5	Claims Expenses	\$10,000	4
6	Computer Fraud	\$10,000	4
7	Consequential Loss to Stock	Included	5
8	Employee Dishonesty Including ERISA	\$25,000	5
9	Extended Business Income	360 days	5
10	Fine Arts	\$25,000	6
11	Fire Department Service Charge	\$25,000	6
12	Fire Extinguisher Systems Recharge	Included	6
13	Forgery and Alteration	\$25,000	6
14	Garages, Storage Buildings and Other Appurtenant Structures	\$25,000	7
15	Laptop Computer Coverage – Worldwide	\$25,000	7
16	Medical Hazardous Waste and Radioactive Contamination Cleanup	\$25,000	7
17	Money Orders and Counterfeit Paper Currency	\$25,000	8
18	Newly Acquired or Constructed Property	180 days	8
19	Newly Acquired or Constructed Property – Business Income	\$500,000	8
20	Off Premises Physician’s and Dentist’s Tools	\$25,000	8
21	Ordinance or Law – Demolition Cost and Increased Cost of Construction	\$50,000	9
22	Ordinance or Law – Tenant’s Improvement Extension	\$25,000	9
23	Outdoor Property	\$25,000	10
24	Personal Effects	\$25,000	10
25	Personal Property In Transit	\$25,000	10
26	Precious Metal Theft Payment Changes	\$25,000	10
27	Preservation of Property	45 days	10
28	Tenant Building Insurance – When Lease Requires You to Provide Insurance	\$25,000	10
29	Tenant Business Personal Property Insurance – When Agreement Requires You to Provide Insurance	\$25,000	11
30	Tenant Signs	\$20,000	11
31	Utility Services – Direct Damage	\$25,000	11
	Utility Services – Business Income	\$25,000	
B	Blanket Coverages	Limit \$250,000	Page
1	Accounts Receivables	Included	12
2	Backup or Overflow of a Sewer, Drain or Sump	Included	12
3	Computer Equipment	Included	13
4	Debris Removal	Included	13
5	Spoilage	Included	13
6	Valuable Papers and Records	Included	14

COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, including Deductibles, except as provided below.
- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.

- IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from Dependent Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Brands and Labels

Under **Section I – Property A.6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered Cause of Loss, and we elect to take all or any part of the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

2. Business Income – Loss Settlement Option

Under **Section I – Property E. Property Loss Conditions** of the Businessowners Coverage Form, paragraph 5., the following is added:

- n. A covered loss under the Business Income and Extra Expense coverage may be adjusted on the following basis at your option:

We will pay the greater of \$800 per day inclusive of all medical or dental staff or \$400 per day per physician or dentist plus \$100 per day for nurse practitioner or dental assistant for each normal working day you are unable to conduct operations due to damage or loss for up to a maximum of 15 days.

If you choose to elect this optional loss settlement for loss caused by any one "occurrence", it will not be necessary to calculate lost Business Income and Extra Expense as required under Additional Coverages **f.** and **g.** of the Businessowners Coverage Form.

If damages are such that limited operations can continue, the per physician or dentist allowance will be proportionately reduced.

For any "occurrence", the two available methods for adjusting and calculating business income and extra expense loss may not be combined. When the alternative per diem approach described above is selected, you are not entitled to make claim for periods beyond 15 days on an actual loss sustained basis.

3. Loss of Business Income and Extra Expense from Dependent Properties

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties**, the heading and paragraph (1) are deleted and replaced by the following:

I. Loss of Business Income and Extra Expense from Dependent Properties Business Income from Dependent Properties

- (1) We will pay for the actual loss of Business Income (not including **Extended Business Income**), you

sustain due to direct physical loss or damage at the premises of a "dependent property" caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$50,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

The following is added after item **m.(7)** of **Business Income and Extra Expense from Dependent Properties:**

Extra Expense from Dependent Properties

(1) We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a "dependent property" caused by or resulting from any Covered Cause of Loss.

The incurred expense must be related to your business activities as provided in Paragraph **(2)** below and deal with your actions to assist your own business activities. We will not pay any expenses incurred that directly or indirectly serve to speed, or otherwise assist, recovery of an affected dependent property.

The most we will pay under this Additional Coverage is \$50,000 per "occurrence", regardless of the number of "dependent properties" affected.

The "dependent property" must be located in the coverage territory.

(2) Extra Expense means expense incurred by you:

(a) To avoid or minimize the "suspension" of business and to continue "operations", or

(b) To minimize the "suspension" of business if you cannot continue "operations",

due to covered loss of or damage to a "dependent property" or properties.

(3) We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage to the dependent property.

(4) The Extra Expense coverage period, as stated in paragraph **(3)**, does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(5) The following also apply to this Additional Coverage:

(a) Extra Expense, item **g.(4)**; and

(b) Section I – Property, 5. Additional Coverages, f. Loss of Business Income, paragraph **(4)** Resumption of Operations, paragraph **(b)**.

The expiration date of this policy will not reduce the Extra Expense coverage period.

4. Business Income from Websites

Under Section I – Property A. 5. Additional Coverages, the following is added:

gg. Business Income From Websites

(1) You may extend this insurance to apply to a "suspension" of "operations" caused by direct physical loss or damage to property that you depend on for "web site and communications services" from a Covered Cause of Loss.

(2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.

(3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one "occurrence" under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.

(4) Coverage does not apply to Websites unless there is a duplicate

or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".

- (5) "Web Site and Communication Services" means:
- (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
 - (b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property**.

5. Claims Expense

Under **Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal is deleted and replaced with:**

j. Claims Expense

- (1) We will pay all reasonable expenses you incur at our request to assist us in:
 - (a) The investigation of a claim;
 - (b) The determination of the amount of loss, such as taking inventory; or
 - (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) We will not pay for expense:
 - (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by them;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy
- (3) The most we will pay under this coverage extension \$10,000.
- (4) The deductible does not apply to this Coverage Extension.

6. Computer Fraud and Funds Transfer Fraud

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

hh. Computer Fraud and Funds Transfer Fraud

- (1) The Computer Fraud And Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
 - (a) To a person (other than a messenger) outside those premises; or
 - (b) To a place outside those premises.
- (2) The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$10,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.
 - (3) The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities** Additional Coverage:
 - (d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
 - 1. To a person (other than a messenger) outside those premises; or
 - 2. To a place outside those premises.
 - (4) The following are added to Paragraph **G. Property Definitions**:
 - 33. "Fraudulent instruction" means:

- (a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - (b) A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.
34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":
- (a) By means of electronic, telegraphic cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - (b) By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated

by such financial institution through an electronic funds transfer system.

7. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

I. Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.
- (2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

8. Employee Dishonesty including ERISA Compliance.

Under **Section I – Property A.5. Additional Coverages, p. Employee Dishonesty**, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss or damage in any one "occurrence" is \$25,000 or the amount shown in the Additional Property Coverage Schedule. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

9. Extended Business Income

Under **Section 1 – Property A.5. Additional Coverages, f. Business Income** paragraph (2) **Extended Business Income** is replaced with the following:

(2) Extended Business Income

- (a) If no Business Income Coverage is provided under this policy, then there is no Extended Business Income Coverage afforded under this policy.

(b) If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

(1) Begins on the date covered property except finished stock is actually repaired, rebuilt or replaced (to the extent necessary to resume operations) and "operations" are resumed; and

(2) Ends on the earlier of:

(i) The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

(ii) The later of 360 consecutive days or the number of consecutive days shown in the Additional Property Coverage Schedule for this Additional Coverage after the date determined in (2)(b) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

10. Fine Arts

Under **Section I – Property A.5. Additional Coverages, x. Fine Arts**, paragraph (2) is replaced by the following:

(2) Regardless of the number of insured locations affected, the most we will pay per "occurrence" under this Additional Coverage is \$25,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

11. Fire Department Service Charge

Under **Section I – Property A.5. Additional Coverages, c. Fire Department Service Charge** is deleted and replaced with:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department services unless a higher Limit of Insurance is shown in the Declarations if:

(1) Assumed by contract or agreement prior to the loss; or

(2) Required by local ordinance.

This Additional coverage is not subject to the Limits of Insurance of **Section I – Property**.

12. Fire Extinguisher Systems Recharge

Under **Section I – Property A.6. Coverage Extensions**, paragraph o. **Fire Extinguisher Recharge**, is replaced with the following:

o. Fire Extinguisher Recharge

(1) When caused by or resulting from a Covered Cause of Loss, we will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1000 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing or due to the maintenance of equipment.

This Coverage Extension is included within the Limit of Insurance applicable to your covered property at the described premises. This Coverage Extension does not increase the Limits of Insurance.

13. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages, k. Forgery and Alteration**, paragraph (5) is replaced by the following:

(5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$25,000.

14. Under Section I – Property, A.6. Coverage Extensions, paragraph h. Garages, Storage Buildings and Other Appurtenant Structures, is replaced with the following:

h. Garages, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, including, but not limited to, swimming pools; spas; and the associated equipment within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises regardless of the number of buildings or structures affected.

15. Laptop Computer Coverage Worldwide

Under Section I – Property A. 5. Additional Coverages, the following is added:

ii. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.
- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss Condition** paragraph **E.5.d.(3)(b)**.
- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per “occurrence”, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.
- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained loss when the property is baggage checked with a carrier for transit.
- (5) **Limitations**, item **b**. does not apply to this Additional Coverage.

(6) The provisions for Business Income loss will be governed by the terms of Additional Coverage – f. Loss of Business except:

- (a) Requirements that loss occur within 1000 feet or at the described premises under **f.(1)** are suspended for this coverage; and
- (b) The following items do not apply to this Additional Coverage:
 1. **f.1.c.(2)**;
 2. **f.(2)** Extended Business Income; and
 3. **f.(3)(c)**

(7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – g. Extra Expense except:

- (a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage.

16. Medical Hazardous Waste and Radioactive Contamination Clean Up

Under Section I – Property A. 5. Additional Coverages, the following is added:

jj. Medical Hazardous Waste and Radioactive Contamination Clean Up

We will pay for direct physical damage or loss to Covered Property, including clean up and debris removal, at a described premises caused by accidental contamination by medical hazardous waste or radioactive contamination. The loss will be paid only if it occurs during the policy period and is reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical loss or damage; or
- (b) The end of the policy period.
 - (1) This additional coverage does not apply to contamination arising from a source away from the described premises
 - (2) The most we will pay under this additional coverage is \$25,000 per policy period regardless of the number of locations or “occurrences” involved.

This Additional Coverage is not subject to the **Limits of Insurance of Section I – Property.**

17. Money Orders and Counterfeit Paper Currency

Under **Section I – Property A. 5. Additional Coverages, j. Money Orders and Counterfeit Paper Currency** is replaced by the following:

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit" paper currency that is acquired during the regular course of business.

Regardless of the number of insured locations involved, the most we will pay per "occurrence" under this Additional Coverage is \$25,000. Payment for loss is included within the applicable Limit of Insurance.

18. Newly Acquired or Constructed Property:

Under **Section I – Property A.6. Coverage Extensions**, paragraph (4)(b) is replaced with the following:

- (b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

19. Newly Acquired or Constructed Property – Business Income and Extra Expense

Under **Section I – Property A.6. Coverage Extensions**, paragraph (3)(a) is replaced with the following:

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

20. Off Premises Physician's and Dentists Tools

Under **Section I – Property A. 5. Additional Coverages, v. Commercial Tools and Equipment**, is replaced by the following:

v. Off Premises Physician's and Dentist's Tools

- (1) When caused by or resulting from a Covered Cause of Loss, we will pay for direct physical damage or loss to

"physician's and dentist's tools" usual to your business "operations" which are:

- (a) Your property
- (b) The property of others in your care, custody or control, or

temporarily away from an insured premises for a period of not more than 30 days.

To be considered temporarily away, the involved property must have been situated at an insured location before the off premises loss.

- (2) This Additional Coverage is extended to provide coverage for the "physician's and dentist's tools" of your "employees" only while on the described premises.
- (3) "Physician's and dentist's tool" means any one single, portable instrument or similar item used for patient diagnosis or analysis and surgical procedures. "Physician's and dentist's tools" means more than one "physician's and dentist's tool".
- (4) This coverage only applies to any one physician's or dentist's tool with an actual cash value of \$2,500 or less, unless listed on a schedule.
- (5) The most we will pay for loss or damage under this coverage is \$25,000 per "occurrence", or the amount shown in the Additional Property Coverage Schedule, but not more than \$2,500 for any one tool.
- (6) In addition to items listed within **Property Not Covered**, we will not pay for any loss to the following property:
 - (a) "Physician's and dentist's tools" that are permanently mounted to a vehicle, including trailers; or
 - (b) Any property while underground or waterborne.
- (7) Exclusions **B.1.b.** and **B.1.g.** do not apply to this Additional Coverage
- (8) "Physician's and dentist's Tools" Exclusion:

We will not pay for any loss caused by or resulting from:

 - (a) Any repair, adjusting, servicing, testing or maintenance process unless fire or explosion ensues, then only for the loss caused by such ensuing fire or explosion;
 - (b) "Theft" from an unattended vehicle, including loss:

- (1) From inside a vehicle, including trailers; except when:
 - (a) securely locked;
 - (b) there is visible evidence that entry was forced, and
 - (c) the vehicle's windows were fully closed.
- (2) While items are placed on the exterior of an unattended vehicle (including trailers) unless the item:
 - (a) was secured,
 - (b) was protected by privacy locks, and
 - (c) there is visible evidence that removal was accomplished by force.

This Additional Coverage is not subject to **Section I – Property** Limits of Insurance.

21. Ordinance or Law – Demolition Cost and Increased Cost of Construction

Under **Section I – Property, A.5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment**, paragraph (v) is replaced with the following:

- (v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this coverage form is \$50,000 or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building is \$50,000 or the amount shown in the Additional Property Coverage Schedule.

22. Ordinance or Law - Tenant's Improvements Extension

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, paragraph (1) is replaced by the following:

- (1) This Additional Coverage applies only:
When a Limit of Insurance for Business Personal Property for the affected building, or buildings, is shown on the Declarations; and then only when Business Personal Property is insured on a replacement cost basis.

- (2) This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, section (5) **Loss Payment - Paragraph (c)** is replaced by the following:

- (c) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction is the Limit of Insurance shown below. Subject to this combined Limit of Insurance, the following loss payment provisions apply:
 - (i) For Demolition Cost, we will not pay for more than the amount you actually spend to demolish and clear the site of the described premises.
 - (ii) With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.
 - (iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (iv) If the ordinance or law requires relocation to another premise, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
 - (v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this policy is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage for each damaged building is \$5,000 or the amount shown in the Additional Property Coverage Schedule.

Regardless of the number of locations insured or buildings involved, the most we will pay for loss under Demolition Cost and Increased Cost of Construction for tenant's improvements and betterments for each described premises insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

23. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property, paragraph (4)** is replaced by the following:

- (4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Extension is \$25,000 per "occurrence", but not more than \$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

24. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises.

25. Personal Property in Transit

Under **Section I – Property A. 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5)** is replaced by the following:

- (5) The most we will pay for loss or damage under this Extension is \$25,000 per "occurrence".

26. Precious Metal Theft Payment Changes

Under **Section I – Property A.4. Limitations**, Paragraph **c.** is replaced with the following:

- c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
- (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

27. Preservation of Property

Under **Section I – Property, A.5. Additional Coverages, paragraph b. Preservation of Property** is replaced with the following:

b. Preservation of Property

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

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 45 days after the property is first moved.

This Additional Coverage does not increase the applicable Limit of Insurance.

28. Tenant Building Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

kk. Tenant Building Insurance – When Lease Requires You Provide Insurance

- (1) When a Limit of Insurance for Business Personal Property and when caused by a Covered Cause of Loss, we will pay for direct physical loss or damage to a described building under this policy and in your care, custody or control for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of described buildings affected, the most we will pay per insured

location under this Additional Coverage is \$25,000 per "occurrence".

29. Tenant Business Personal Property Insurance – When Lease Requires You Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

II. Tenant Business Personal Property Insurance – When Agreement Requires You Provide Insurance

- (1) When caused by a Covered Cause of Loss, subject to **Loss Payment – Property Loss Conditions** paragraph **E.5.d.(3)(b)**, we will pay for direct physical loss or damage to Business Personal Property of others in your care, custody or control that is located within buildings insured under this policy for which you have a written contractual responsibility to insure.
- (2) Regardless of the number of buildings where business personal property is located, the most we will pay per insured location under this Additional Coverage is \$25,000 per "occurrence".
- (3) This Additional Coverage is not subject to the **Limits of Insurance** of **Section I – Property**.

30. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs**, paragraph (2) is replaced by the following:

- (2) The most we will pay for loss or damage in any one "occurrence" is \$20,000 per insured location.

31. Utility Services

Under **Section I - Property A. 5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). The most we will pay for any loss under this Additional Coverage is \$25,000.

- (2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3).

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$25,000.

(3) Services:

- (a) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (i) Pumping stations; and
 - (ii) Water mains.
- (b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (i) Communication transmission lines, including optic fiber transmission lines;
 - (ii) Coaxial cables; and
 - (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines or overhead distribution lines.

- (c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (i) Utility generating plants;
 - (ii) Switching stations;
 - (iii) Substations;
 - (iv) Transformers; and
 - (v) Transmission lines,

But does not include overhead transmission lines, overhead distribution lines, overhead transformers or any other overhead service equipment or similar (however mounted and whatever mounted upon) equipment.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Utility Services Additional Coverage.

B. BLANKET COVERAGES

Blanket Coverage Limit of Insurance

The following additional coverage is added:

We will pay up to \$250,000 as a Blanket Coverage Limit of Insurance to apply at each scheduled premises and to apply to the sum of all covered losses under the coverages described in this section **B.1** through **B.6** arising out a single "occurrence" due to a Covered Cause of Loss.

You may distribute this Coverage Limit among these coverages as you deem necessary. However, after a loss, we will not pay more than \$250,000 at any one insured location per "occurrence".

1. Accounts Receivables

Under Section I – Property A. 6. Coverage Extensions, f. Accounts Receivables, paragraph (2) is replaced by the following:

(2) The most we will pay under this Coverage Extension for loss or damage in any one "occurrence" at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

2. Backup or Overflow from a Sewer, Drain or Sump

Under Section I – Property A. 5. Additional Coverages, the following is added:

mm. Backup of Sewers and Drains

(1) We will pay for damage or loss to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or that is otherwise discharged from a sewer, drain, sump or sump pump.

(2) Regardless of the number of insured locations involved, the most we will pay under this Coverage Extension for loss or damage, at a premises described in the Declarations, in any one "occurrence" is subject to the Blanket Coverage Limit of

Insurance, or the amount shown in the Additional Property Coverage Schedule.

(3) **B. Exclusions, item 1.g.(3)** does not apply to this Coverage Extension.

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water,** of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by subterranean water when such event is a localized incident – not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the subterranean water causing the "broad form water damage" is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water.**

We will not pay for loss or damage to property when the back up of the sewer or drain is caused by any flood or general flooding conditions.

Flood and flooding conditions means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above definition apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

3. Computer Equipment

Under **Section I – Property A. 5. Additional Coverages, r. Computer Equipment**, paragraph (4) is replaced by the following:

- (4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage to property listed in (1)(a – d) in any one “occurrence” at insured locations is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one “occurrence”. This Additional Coverage is not subject to the Limits of Insurance **Section I - Property**.

4. Debris Removal

Under **Section I – Property A.5. Additional Coverages, a. Debris Removal**, paragraph (3) is replaced by the following:

- (3) We will pay up to the blanket limit of insurance for debris removal expense, in any one “occurrence” of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (3)(a) and/or (3)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the blanket limit of insurance.

5. Spoilage

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

nn. Spoilage

The following provisions (A. through G. inclusive) apply to the insurance provided by this Additional Coverage:

A. Paragraph **A.1. Covered Property** in **Section I – Property**, the following is added for purposes of this Additional Coverage Spoilage:

(1) Covered Property

Covered Property means "perishable goods" at the insured locations, if the "perishable goods" are:

- (a) Owned by you and used in your business; or
- (b) Owned by others and in your care, custody or control except as otherwise provided in **Loss Payment Property Loss Condition E.5.d.(3)(b)**.

B. The following is added to paragraph **A.2. Property Not Covered** in **Section I – Property**:

v. Property located:

- (1) On the exterior of buildings;
- (2) In the open; or
- (3) In vehicles.

C. Paragraph **A.3. Covered Causes Of Loss** in **Section I – Property** is replaced by the following:

(3) Covered Causes Of Loss

Subject to the exclusions described in item E. of this endorsement, covered causes of loss means the following:

- (a) Breakdown or Contamination, meaning:

- (1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

- (2) Contamination by a refrigerant. Coverage applies only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

(b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph A.6. Coverage Extensions in Section I – Property does not apply.

E. Paragraph B. Exclusions in Section I – Property does not apply to this Coverage Extension except for:

- (a) Paragraph B.1.b., Earth Movement;
- (a) Paragraph B.1.c., Governmental Action;
- (b) Paragraph B.1.d., Nuclear Hazard;
- (c) Paragraph B.1.f., War and Military Action; and
- (d) Paragraph B.1.g., Water.

Under Section I – Property, B. Exclusions, Paragraph 2: The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Conditions

1. Under Section E. Property Loss Conditions in Section I – Property, item d. of Condition 5. Loss Payment is replaced by the following for purposes of this Additional Coverage, Spoilage:

d. We will determine the value of Covered Property as follows:

- (1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable goods", at actual cash value.

G. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is subject to the Blanket Coverage Limit of Insurance.

6. Valuable Papers and Records

Section I – Property A. 6. Coverage Extensions, e. Valuable Papers and Records, paragraph (3) is replaced by the following:

(3) Regardless of the number of locations involved, the most we will pay under this Coverage Extension for loss or damage in any one "occurrence" at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AVENUES BUSINESSOWNERS TECHNOLOGY DELUXE GOLD BROADENING
ENDORSEMENT**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Technology Deluxe Gold Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** and **B.** to determine the actual coverages and limits provided.

A.	Scheduled Coverages	Limit	Page
1	Brands and Labels	Included	2
2	Business Income and Extra Expense – Billable Hours Loss Settlement Option	\$10,000	2
3	Business Income and Extra Expense from Dependent Properties	\$100,000	3
4	Business Income from Websites	\$50,000/7days	4
5	Claims Expense	\$10,000	4
6	Computer Fraud and Funds Transfer Fraud	\$10,000	4
7	Computer Equipment – In Transit or Off Premises	\$75,000	5
8	Consequential Loss to Stock	Included	5
9	Contractual Penalties	\$25,000	6
10	Employee Dishonesty Including ERISA	\$50,000	6
11	Expediting Expenses	\$25,000	6
12	Extended Business Income	90 days	6
13	Fine Arts	\$40,000	7
14	Fire Department Service Charge	\$25,000	7
15	Fire Extinguisher Systems Recharge	\$25,000	7
16	Forgery and Alteration	\$50,000	7
17	Foundations and Underground Pipes	\$250,000	7
18	Garages, Storage Buildings and Other Appurtenant Structures	\$50,000	7
19	Hired Auto – Physical Damage	\$50,000	7
20	Installation	\$10,000	8
21	Limited Building Coverage – Tenant Obligation	\$10,000	8
22	Newly Acquired or Constructed Property – Business Income and Extra Expense	\$500,000	9
23	Ordinance or Law – Demolition Cost and Increased Cost of Construction	\$25,000	9
24	Ordinance or Law – Increased Period of Restoration	\$50,000	9
25	Ordinance or Law -Tenant's Improvement Extension	\$50,000	10
26	Outdoor Property	\$25,000	11
27	Personal Effects	\$35,000	11
28	Personal Property in Transit	\$50,000	11
29	Precious Metal Theft Payment Changes	\$25,000	11
30	Preservation of Property	45 days	11
31	Salespersons Samples	\$25,000	11
32	Tenant Business Personal Property Insurance – When Agreement Requires You Provide Insurance	\$20,000	11

A.	Scheduled Coverages	Limit	Page
33	Tenant Sign	\$20,000	12
34	Unnamed Locations Personal Property and Computer Equipment Business Income (Loss of) and Extra Expense	\$10,000 per "Occurrence" \$25,000 Policy Aggregate \$10,000 per "Occurrence" \$50,000 Policy Aggregate	12
35	Utility Services – Direct Damage Utility Services – Business Income	\$50,000 \$50,000	13
36	Worldwide Laptop Computer Coverage	\$25,000	14
37	Worldwide Property Off Premises	\$45,000	15

B.	Blanket Coverages	Limit \$250,000	Page
1.	Accounts Receivables	Included	15
2.	Backup or Overflow of a Sewer, Drain or Sump	Included	15
3.	Computer Equipment	Included	16
4.	Debris Removal	Included	16
5.	Valuable Papers and Records	Included	16

COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, including Deductibles, except as provided below.
- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.

- IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from Dependent Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and

then only to the extent provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Brands and Labels

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered Cause of Loss, and we elect to take all or any part of the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

- (1) Stamp salvage on the property or its container, if the stamp will not physically damage the property; or
- (2) Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

2. Business Income and Extra Expense – Billable Hours Loss Settlement Option

Under **Section I – Property E. Property Loss Conditions** of the Businessowners Coverage Form, paragraph **5. Loss Payment**, the following is added:

- i. A covered loss under the Business Income, Extra Expense or Utility Services – Business Income Additional Coverage, paragraph **(2)** may be adjusted on the following basis at your option:

We will pay up to \$10,000 per day, for billable hours lost, per technology professional, up to a maximum of \$1,000 per day, regardless of the number of technology professionals involved, for each normal working day you are unable to conduct operations due to covered damage or loss for up to a maximum of 10 days.

If you choose to elect this optional loss settlement for loss caused by any one “occurrence”, it will not be necessary to calculate lost Business Income and Extra Expense as required under Additional Coverages **f.** and **g.** of the Businessowners Coverage Form.

If damages are such that limited operations can continue, the per technology professional allowance will be proportionately reduced.

For any “occurrence”, the two available methods for adjusting and calculating business income and extra expense loss may not be combined. When the alternative per diem approach described above is selected, you are not entitled to make claim for periods beyond 10 days on an actual loss sustained basis.

This optional loss settlement does not waive the waiting period shown in the Declaration for Business Income Coverage. This waiting period does not apply to Extra Expense.

3. Business Income and Extra Expense from Dependent Properties

m. Business Income from Dependent Properties

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties** paragraph **(1)** is deleted and replaced by the following:

- (1)** We will pay for the actual loss of Business Income (not including **Extended Business Income**), you

sustain due to direct physical loss or damage at the premises of a “dependent property” caused by or resulting from any Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$100,000 per “occurrence”, regardless of the number of “dependent properties” affected. The “dependent property” must be located in the coverage territory.

Extra Expense from Dependent Properties

- (1)** We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a “dependent property” caused by or resulting from any Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$100,000 per “occurrence”, regardless of the number of “dependent properties” affected. The “dependent property” must be located in the coverage territory.

- (2)** Extra Expense means expense incurred by you:

- (a)** To avoid or minimize the suspension of business and to continue “operations”, or
- (b)** To minimize the “suspension” of business if you cannot continue “operations”,

affected by covered loss of or damage to a “dependent property”.

- (3)** We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage.

- (4)** The Extra Expense coverage period, as stated in paragraph **(3)**, does not include any increased period required due to the enforcement of any ordinance or law that:

- (a)** Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b)** Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify

or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Extra Expense coverage period.

(5) The following also apply to this Additional Coverage:

(a) **Extra Expense**, item **g.(4)**; and **Section I – Property, 5. Additional Coverages, f. Loss of Business Income (4) Resumption of Operations (b)**.

4. Business Income from Websites

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

gg. Business Income From Websites

- (1) You may extend this insurance to apply to a "suspension" of "operations" caused by direct physical loss or damage to property that you depend on for "web site and communications services" from a Covered Cause of Loss.
- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one "occurrence" under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.
- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".
- (5) "Web Site and Communication Services" means:
 - (a) Internet access, e-mail, web hosting, value added network services and application

software services at the premises of others; or

(b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property**.

5. Claims Expenses

Under **Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal** is deleted and replaced with:

j. Claims Expense

- (1) We will pay all reasonable expenses you incur at our request to assist us in:
 - (a) The investigation of a claim;
 - (b) The determination of the amount of loss, such as taking inventory; or
 - (c) The cost of preparing a statement of loss and other supporting exhibits.
- (2) We will not pay for expense:
 - (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by any of the above;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy
- (3) The most we will pay under this coverage extension per "occurrence" is \$10,000 per affected location.
- (4) The deductible does not apply to this Coverage Extension.

6. **Computer Fraud and Funds Transfer Fraud** Under **Section I – Property A. 5. Additional Coverages**, the following is added:

hh. Computer Fraud and Funds Transfer Fraud

1. The Computer Fraud and Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
 - a. To a person (other than a messenger) outside those premises; or
 - b. To a place outside those premises.
2. The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$10,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.
3. The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities Additional Coverage:**
 - (4) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
 - (a) To a person (other than a messenger) outside those premises; or
 - (b) To a place outside those premises.

The following are added to Paragraph **G. Property Definitions:**

33. "Fraudulent instruction" means:

- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

- b. A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.

34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

7. Computer Equipment – In Transit or Off Premises

Under **Section I – Property A.5. Additional Coverages, r. Computer Equipment**, the following is added to paragraph (4):

The most we will pay for direct physical loss or damage to Covered Property listed in (1) (a –d) in any one occurrence while in transit or at a premises other than the described premises is \$75,000.

8. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

I. Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal

Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.

- (2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

9. Contractual Penalties

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

m. Contractual Penalties

You may extend your Business Income coverage to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

- (1) Result from your failure to timely deliver your product according to contract terms;
- (2) Result from direct physical loss or damage by a Covered Cause of Loss; and
- (3) Have been paid to your customer.

The most we will pay under this Extension is \$25,000.

10. Employee Dishonesty Including ERISA

Under **Section I – Property A.5. Additional Coverages, p. Employee Dishonesty**, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss or damage in any one "occurrence" is \$50,000 or the amount shown in the Additional Property Coverage Schedule. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

11. Expediting Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

ii. Expediting Expenses

- (1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:
 - (a) Make temporary repairs;
 - (b) Expedite permanent repair or replacement of damaged property; or
 - (c) Provide training on replacement machines or equipment.

The most we will pay for loss under this Additional Coverage is \$25,000 per "occurrence". The amount payable under this Additional Coverage is not subject to **Section I – Limits of Insurance**.

12. Extended Business Income

Under **Section 1 – Property A.5 Additional Coverages, f. Business Income** paragraph (2) **Extended Business Income** is replaced with the following:

(2) Extended Business Income

- (a) If no Business Income Coverage is provided under this policy, then there is no Extended Business Income Coverage afforded under this policy.
- (b) If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
 - (1) Begins on the date covered property except finished stock is actually repaired, rebuilt or replaced (to the extent necessary to resume operations) and "operations" are resumed; and
 - (2) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

- (ii) The later of 90 consecutive days or the number of consecutive days shown in the Additional Property Coverage Schedule for this Additional Coverage after the date determined in (2)(b) above, whichever is longer.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (c) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

13. Fine Arts

Under **Section I – Property A. 5. Additional Coverages, x. Fine Arts**, paragraph (2) is replaced with the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$40,000 per “occurrence” regardless of the number of locations or buildings involved.

14. Fire Department Service Charge

Under **Section I – Property A.5. Additional Coverages, c. Fire Department Service Charge** is deleted and replaced with:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department services unless a higher Limit of Insurance is shown in the Declarations if:

- (1) Assumed by contract or agreement prior to the loss; or
- (2) Required by local ordinance.

This Additional coverage is not subject to the Limits of Insurance of **Section I – Property**.

15. Fire Extinguisher Systems Recharge

Under **Section I – Property, A.5. Additional Coverages, Paragraph (3)** under **o. Fire Extinguisher Systems Recharge Expense**, is replaced with the following:

- (3) The most we will pay under this Additional Coverage is \$25,000 in any one “occurrence”. The deductible does not apply to these expenses.

16. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages, k. Forgery and Alteration**, paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

17. Foundations and Underground Pipes

Under **Section I – Property A. 2. Property Not Covered**, the following paragraphs are deleted: **n, o, and s**.

The most we will pay for loss under this Extension is \$250,000. Payment for loss or damage to this property is included within the applicable Limit of Insurance.

18. Garages, Storage Buildings and Other Appurtenant Structures

Under **Section I – Property, A.6. Coverage Extensions, paragraph h. Garages, Storage Buildings and Other Appurtenant Structures**, is replaced with the following:

h. Garages, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, including, but not limited to, swimming pools; spas; and the associated equipment within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises regardless of the number of buildings or structures affected.

19. Hired Auto – Physical Damage

Under **Section I - Property A. 5. Additional Coverages**, the following is added:

jj. Hired Auto – Physical Damage

- (1) We will pay for loss to an “auto” you lease, hire or rent. For purposes of this Additional Coverage, “employees”, officers, members and directors are insured when the “auto” is leased, hired or rented for travel on a short term basis but only with respect to the conduct of the insured’s business. This does not include any “auto” you lease, hire or rent

from any of your “employees”, partners or members of their households.

We will pay for loss to a covered “auto” or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

- (i) The covered “auto’s” collision with another object; or
- (ii) The covered “auto’s” overturn.

(b) Collision coverage

Caused by:

- (i) The covered “auto’s” collision with another object; or
- (ii) The covered “auto’s” overturn.

(2) Under Section I - Property A. 2., the following replaces Property Not Covered:

Property Not Covered

We will not pay for loss to any of the following:

- (a) Any covered “auto” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.
 - (b) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - (c) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - (d) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (3) For insurance provided by this Additional Coverage, under Section B. Exclusions, only the following exclusions apply:**
- (a) Paragraph B. 1. d., Nuclear Hazard; and
 - (b) Paragraph B. 1. f., War and Military Action.

The following additional exclusions will apply to this Additional Coverage:

(a) False Pretense

We will not pay for loss to a covered “auto” caused by or resulting from someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

(b) We will not pay for loss caused by or resulting from:

Wear and tear; freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

(4) Section C. Limits of Insurance is replaced by the following:

The most we will pay for loss to any one covered “auto” is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of loss;
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (c) \$50,000.

(5) Under Section D. Deductibles, paragraph 5. the following is added:

A \$1,000 deductible applies to the following Additional Coverage:

f. Hired Auto – Physical Damage

(6) Under Section G. Definitions, the following is added:

“Auto” means, a land motor vehicle, trailer or semitrailer.

20. Installation

Under Section I – Property, A.5. Additional Coverages, paragraph (3) under w. Installation, is replaced with the following:

- (3) The most we will pay for loss under this Additional Coverage is \$10,000.

21. Limited Building Coverage – Tenant Obligation

Under Section I – Property A. 5. Additional Coverages, the following is added:

kk. Limited Building Coverage Tenant Obligation – When Lease Requires You Provide Insurance

(1) When caused by a Covered Cause of Loss, we will pay for direct physical loss or damage to a described building insured under this policy and in your care, custody or control for which you have a written contractual responsibility to insure and no building limit of insurance is shown on the Declarations.

(2) This Additional Coverage does not apply to any otherwise covered:

a. Tenants improvements and betterments as described in **Section I – Property, A. Coverages, Paragraph 1.b.(3).**

b. Exterior building glass as described in **Section I – Property, A. Coverages, Paragraph 1.b.(5).**

(3) Regardless of the number of described buildings affected, the most we will pay per insured location under this Additional Coverage is \$10,000 per "occurrence".

22. Newly Acquired or Constructed Property – Business Income and Extra Expense

Under **Section I – Property A. 6. Coverage Extensions, a. Newly Acquired or Constructed Property**, paragraph (3)(a) is replaced by the following:

(3) Business Income and Extra Expense

(a) You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

23. Ordinance or Law – Demolition Cost and Increased Cost of Construction

Under **Section I – Property, A.5. Additional Coverages**, paragraph **I. Ordinance or Law, (5) Loss Payment**, paragraph (v) is replaced with the following:

(v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

24. Ordinance or Law – Increased Period of Restoration

Under **Section I – Property, A.5. Additional Coverages**, the following is added to **I. Ordinance or Law**, under Paragraph (4) **Coverage**:

(d) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

(1) Regulates the construction or repair of any property;

(2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

(3) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

(1) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(2) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (e) The most we will pay for loss under Ordinance or Law – Increased Period of Restoration is \$50,000 for each described building insured under this coverage form or the amount shown in Declarations.

The Ordinance or Law – Increased Period of Restoration **coverage** is not subject to the Limits of Insurance of **Section I – Property**.

25. Ordinance or Law Tenant’s Improvement Extension

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, paragraph (1) is replaced by the following:

- (1) This Additional Coverage applies only:
 - (a) When a Limit of Insurance for the affected building (or buildings) is shown on the Declarations; and then only,
 - (b) When buildings are insured on a replacement cost basis,
 - i. This extension is provisional and excess to any other valid insurance for tenant’s improvements and betterments whether collectible or not.

Under **Section I – Property A. 5. Additional Coverages, I. Ordinance or Law**, paragraph (5) **Loss Payment** - paragraph (c) is replaced by the following:

- (c) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction is the Limit of Insurance shown below. Subject to this combined Limit of Insurance, the following loss payment provisions apply:
 - (i) For Demolition Cost, we will not pay for more than the amount you actually spend to demolish and clear the site of the described premises.
 - (ii) With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:

- (a) Until the property is actually repaired or replaced, at the same or another premises; and
- (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

- (iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
- (iv) If the ordinance or law requires relocation to another premise, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- (v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this policy is \$50,000 or the amount shown in the Additional Property Coverage Schedule.

If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage for each damaged building is \$50,000 or the amount shown in the Additional Property Coverage Schedule.

Regardless of the number of locations insured or buildings involved, the most we will pay for loss under Demolition Cost and Increased Cost of Construction for tenant’s improvements and betterments for each Described premises insured under this coverage form is \$50,000 or the amount shown in the Additional Property Coverage Schedule.

This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

26. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property, paragraph (4)** is replaced by the following:

- (4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Extension is \$25,000 per “occurrence”, but not more than \$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

27. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$35,000 at each described premises.

28. Personal Property In Transit

Under **Section I - Property A. 6. Coverage Extensions, i. Personal Property in Transit**, paragraph (5) is replaced by the following:

- (5) The most we will pay for loss or damage under this Extension is \$50,000.

29. Precious Metal Theft Payment Changes

Under **Section I – Property A.4. Limitations**, Paragraph c. is replaced with the following:

c. For loss or damage by “theft”, the following types of property are covered only up to the limits shown:

- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
- (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

30. Preservation of Property

Under **Section I – Property, A.5. Additional Coverages**, paragraph **b. Preservation of Property** is replaced with the following:

b. Preservation of Property

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

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 45 days after the property is first moved.

This Additional Coverage does not increase the applicable Limit of Insurance.

31. Salesperson’s Samples

Under **Section I - Property A. 5. Additional Coverages, z. Salesperson’s Samples**, paragraph (2) is replaced by the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$25,000 per “occurrence”. This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

32. Tenant Business Personal Property Insurance – When Agreement Requires You to Provide Insurance

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

kk. Tenant Business Personal Property Insurance – When Agreement Requires You Provide Insurance

- (1) When caused by a Covered Cause of Loss, subject to **Loss Payment – Property Loss Conditions** paragraph **E.5.d.(3)(b)**, we will pay for direct physical loss or damage to Business Personal Property in your care, custody or control that is located within buildings insured under this policy for which you have a written contractual responsibility to insure.

- (2) This Additional Coverage does not apply to any otherwise covered:

a. Tenants improvements and betterments as described in **Section I – Property, A. Coverages**, Paragraph **1.b.(3)**.

b. Exterior building glass as described in **Section I –**

**Property, A. Coverages,
Paragraph 1.b.(5).**

- (3) Regardless of the number of buildings where business personal property is located, the most we will pay per described location under this Additional Coverage is \$20,000 per "occurrence".
- (4) This Additional Coverage is not subject to the **Limits of Insurance of Section I – Property.**

33. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs,** paragraph (2) is replaced by the following:

- (2) The most we will pay for loss or damage in any one "occurrence" is \$20,000 per insured location.

34. Unnamed Locations

Under **Section 1 – Property A.6. Coverage Extensions,** The following is added:

n. Personal Property and Computer Equipment – Unnamed Locations

- (1) You may extend coverage for Business Personal Property, "Computer Equipment" and "Computer(s)" to apply to direct physical loss of or damage to Business Personal Property, "Computer Equipment" and "Computer(s)" caused by or resulting from a Covered Cause of Loss while such property is located at a "client or virtual office premises".
- (2) This Coverage Extension also applies to Business Personal Property, "Computer Equipment" and "Computer(s)" that is:
 - a. Owned by an "employee"; and
 - b. Used for your business;

While such property is located at a "client or virtual office premises" and sustains direct physical loss or damage caused by or resulting from a Covered Cause of Loss.

- (3) This Coverage Extension does not apply to property:
 - (a) Otherwise covered under the Fine Arts Additional coverage; or
 - (b) Otherwise covered under the following Coverage Extensions or Additional Coverages:
 - (i) Accounts Receivable;

- (ii) Personal Property Off Premises;
- (iii) Personal Property In Transit;
- (iv) Valuable Papers and Records;
- (v) Worldwide Laptop Computer Coverage; or
- (vi) Worldwide Property Off Premises.

- (4) The most we will pay under this Coverage Extension in any one "occurrence", is \$10,000, regardless of the number of locations involved. The most we will pay under this Coverage Extension \$25,000 arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

This Coverage Extension is not subject to the Limits of Insurance of **Section I – Property.**

- (5) For purposes of this coverage extension, "client or virtual office premises" means: The interior of that portion of any building occupied by an "employee", including: (a) an "employee's" residence; or (b) a client's business location located within the Coverage Territory.

o. Loss of Business Income and Extra Expense – Unnamed Locations

- (1) If this Policy provides for Loss of Business Income and Extra Expense, you may extend Business Income and Extra Expense coverage to apply to the actual loss of Business Income (Not including **Extended Business Income**) you sustain and necessary extra expense that you incur due to the "suspension" of your business activities occurring at a "client or virtual office premises" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage caused by or resulting from a Covered Cause of Loss at a "client or virtual office premises".

- (2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent that you can resume "operations", in whole or in part, by using any other available:
 - (a) Source of materials; or
 - (b) Outlet for your products.

- (3) If you do not resume “operations” or do not resume “operations” as quickly as possible, we will pay based on the length of time it would have taken to resume “operations” as quickly as possible.
- (4) The coverage period for Business Income under this Coverage Extension:
 - (a) Begins 24 hours after the time of direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the premises of a “client or virtual office premises”; and
 - (b) Ends on the date when the property at the premises of the “client or virtual office premises” should be repaired, rebuilt or replaced (to the extent necessary to resume operations) with reasonable speed and similar quality or 12 months immediately following the date of direct physical loss or damage, whichever is shorter.
- (5) The Business Income coverage period as stated in paragraph (1) does not include any increased period required due to the enforcement of any ordinance or law that:
 - (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

The expiration date of this policy will not reduce the Business Income coverage period.
- (6) The most we will pay under this Coverage Extension in any one “occurrence”, is \$10,000, regardless of the number of locations involved. The most we will pay under this Coverage Extension \$50,000 arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

This Coverage Extension is not subject to the Limits of Insurance of **Section I – Property.**

- (7) For purposes of this coverage extension, “client or virtual office premises” means: The interior of that portion of any building occupied by an “employee”, including: (a) an “employee’s” residence; or (b) a client’s business location located within the Coverage Territory.
- (8) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income from loss from “client or virtual office premises” coverage extension.

35. Utility Services

Under **Section I - Property A. 5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). The most we will pay for any loss under this Additional Coverage is \$50,000.
- (2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3).
We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$50,000.
- (3) Services:
 - (a) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (i) Pumping stations; and

- (ii) Water mains.
- (b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (i) Communication transmission lines, including optic fiber transmission lines;
 - (ii) Coaxial cables; and
 - (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines or overhead distribution lines.

- (c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (i) Utility generating plants;
 - (ii) Switching stations;
 - (iii) Substations;
 - (iv) Transformers; and
 - (v) Transmission lines,

But does not include overhead transmission lines, overhead distribution lines, overhead transformers or any other overhead service equipment or similar (however mounted and whatever mounted upon) equipment.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Utility Services Additional Coverage.

36. Worldwide Laptop Computer Coverage

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

mm. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.

- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss Condition** paragraph **E.5.d. (3)(b)**.

- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per “occurrence”, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.

- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained loss when the property is baggage checked with a carrier for transit.

- (5) **Limitations**, item **b.** does not apply to this Additional Coverage.

- (6) The provisions for Business Income loss will be governed by the terms of **Additional Coverage – f. Loss of Business** except:

- (a) Requirements that loss occur within 1000 feet or at the described premises under **f.(1)** are suspended for this coverage; and

- (b) The following items do not apply to this Additional Coverage:

- 1. **f.1.c.(2)**;
- 2. **f.(2)** Extended Business Income; and
- 3. **f.(3)(c)**

- (7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – **g. Extra Expense** except:

- (a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage;

37. Worldwide Property Off Premises

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

p. Worldwide Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is temporarily outside the coverage territory, while “in transit” or on airborne transportation carriers for the purpose of exhibition, service or repair caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage Extension is \$45,000 per “occurrence”. The amount payable under this Coverage Extension is not subject to the Limits of Insurance of **Section I - Property**.

B. BLANKET COVERAGES

Blanket Coverage Limit of Insurance

The following additional coverage is added:

We will pay up to \$250,000 as a Blanket Coverage Limit of Insurance to apply at each scheduled premises and to apply to the sum of all covered losses under the coverages described in this section **B.1.** through **B.5.** arising out a single “occurrence” due to a Covered Cause of Loss.

You may distribute this Coverage Limit among these coverages as you deem necessary. However, after a loss, we will not pay more than \$250,000 at any one insured location per “occurrence”.

1. Accounts Receivables

Under **Section I – Property A. 6. Coverage Extensions, f. Accounts Receivables, paragraph (2)** is replaced by the following:

(2) The most we will pay under this Coverage Extension for loss or damage in any one “occurrence” at the insured locations is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

2. Backup or Overflow from a Sewer, Drain or Sump

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

nn. Backup of a Sewer, Drain or Sump

(1) We will pay for damage or loss to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or that is otherwise discharged from a sewer, drain, sump or sump pump.

(2) Regardless of the number of insured locations involved, the most we will pay under this Coverage Extension for loss or damage in any one “occurrence” is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

(3) **B. Exclusions, item 1.g.(3)** does not apply to this Coverage Extension.

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by subterranean water when such event is a localized incident – not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the subterranean water causing the “broad form water damage” is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water**.

We will not pay for loss or damage to property when the back up of the sewer or drain is caused by any flood or general flooding conditions.

Flood and flooding conditions means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or

due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above definition apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

3. Computer and Electronic Data

Under **Section I – Property A. 5. Additional Coverages, r. Computer Equipment, paragraph (4)** is replaced by the following:

(4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage to property listed in

(1)(a – d) in any one “occurrence” at insured locations is subject to the Blanket Coverage Limit

of Insurance, or the amount shown in the Additional Property Coverage Schedule.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule. This Additional Coverage is not subject to the Limits of Insurance **Section I - Property.**

4. Debris Removal

Under **Section I – Property A.5. Additional Coverages, a. Debris Removal, paragraph (3)** is replaced by the following:

(3) We will pay up to the blanket limit of insurance for debris removal expense, for each location, in any one “occurrence” of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs **(3)(a)** and/or **(3)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the blanket limit of insurance.

5. Valuable Papers and Records

Section I – Property A. 6. Coverage Extensions, e. Valuable Papers and Records, paragraph (3) is replaced by the following:

(2) Regardless of the number of locations involved, the most we will pay under this Coverage Extension for loss or damage in any one “occurrence” at the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE BRONZE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and Limits provided by the Deluxe Bronze Broadening Endorsement form which is included on this policy. No coverage is provided by this summary. Refer to sections **A.** to determine the actual coverages and limits provided.

A	Scheduled Coverages	Limit	Page
1	Backup or Overflow of a Sewer, Drain or Sump	\$25,000	2
2	Brands and Labels	Included	2
3	Broad Form Water Damage	\$100,000	3
4	Business Income and Extra Expense from Dependent Properties	\$100,000	3
5	Business Income Extension from Websites	\$10,000/7 days	4
6	Civil Authority	4 weeks	5
7	Claims Expense	\$25,000	5
8	Computer Fraud and Funds Transfer Fraud	\$5,000	5
9	Consequential Loss to Stock	Included	6
10	Contingent Transit Business Income and Extra Expense	\$100,000	7
11	Contractual Penalties	\$25,000	7
12	Expediting Expenses	\$25,000	7
13	Extended Business Income	60 days	7
14	Fine Arts	\$40,000	8
15	Forgery and Alteration	\$50,000	8
16	Foundations and Underground Pipes	\$250,000	8
17	Garages, Storage Buildings and Other Appurtenant Structures	\$25,000	8
18	Hired Auto – Physical Damage	\$30,000	8
19	Inflation Guard – Business Personal Property	4%	9
20	Laptop Computer Coverage Worldwide	\$5,000	9
21	Money and Securities – Outside the Premises	\$10,000	10
22	Marring and Scratching	Included	10
23	Newly Acquired or Constructed Property	90 days	10
24	Ordinance or Law – Demolition Cost and Increased Cost of Construction	\$25,000	10
25	Ordinance or Law – Increased Period of Restoration	\$10,000	11
26	Outdoor Property	\$25,000	11
27	Personal Effects	\$25,000	11
28	Personal Property in Transit	\$50,000	11
29	Precious Metal Theft Payment Changes	\$25,000	11
30	Preservation of Property – Expense	\$25,000	11
31	Retaining Walls – Covered Building Property	Included	12
32	Salesperson's Samples	\$25,000	12
33	Soft Cost	\$10,000	12
34	Spoilage	\$5,000	13
35	Temporary Relocation of Property	\$25,000	14
36	Tenant Sign	\$20,000	14
37	Transit Business Income and Extra Expense	\$50,000	14
38	Utility Services – Direct Damage	\$25,000	14
	Utility Services – Business Income	\$25,000	
39	Worldwide Property Off Premises	\$25,000	15

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COVERAGES

- I. This endorsement amends coverage provided under the Businessowners Coverage Form through new coverages and broader coverage grants.
- II. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, including Deductibles, except as provided below.
- III. If any of the property covered by this endorsement is also covered under other provisions of this endorsement, or of the policy this endorsement is made a part of, in the event of loss or damage, you may choose only one of these coverages to apply to that loss.

In this event, the most we will pay is the limit that applies to the coverage you select. The limits of other potentially applicable coverages may not be combined to attain a higher limit.

- IV. We provide no Business Income; Extended Business Income; Extra Expense; or Business Income / Extra Expense from Dependent Properties coverage for any of the coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage's provisions.

A. SCHEDULED COVERAGES

1. Backup or Overflow from a Sewer, Drain or Sump

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

gg. Backup or Overflow of Sewers, Drains or Sumps

- (1) We will pay for damage or loss to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or that is otherwise discharged from a sewer, drain, sump or sump pump.
- (2) For purposes of this Additional Coverage only, under **Section B. 1. Exclusions**, exclusion **g.(3)** is deleted.

- (3) The most we will pay under this Additional Coverage for loss or damage to Covered Property at a premises described in the Declarations is \$25,000 per "occurrence". This Additional Coverage does not increase the Limits of Insurance.

(4) Special Limitations

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by backup or overflow of sewers, drains or sumps when such event is a localized incident and not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the backup or overflow of a sewer, drain or sump is itself caused by any flood or general flooding conditions – including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above definition apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

2. Brands and Labels

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

k. Brands and Labels

If Covered Property that has a brand or label is damaged by a Covered Cause of Loss, and we elect to take all or any part of

the property at an agreed or appraised value, you may elect to extend the insurance that applies to your Business Personal Property to pay expenses incurred to:

Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

Remove the brand or label, if doing so will not physically damage the property or its container, and re-label the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

3. Broad Form Water Damage

Under **Section I - Property A.5. Additional Coverages**, the following is added:

hh. Broad Form Water Damage

(1) We will pay for direct physical loss of or damage to Covered Property caused by "broad form water damage".

(2) Under **Section B. 1. Exclusions**, exclusion **g. (4)** is deleted.

(3) The most we will pay for any loss under this Additional Coverage is \$100,000 per "occurrence".

(4) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$1,000. This deductible is to apply separately:

(a) To each building, including personal property therein (a single deductible applies);

(b) To personal property in each building if no coverage is provided on the containing building; and

(c) To personal property in the open.

The aggregate amount of this deductible in any one "occurrence" shall not exceed \$5,000.

We will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

(5) Under **Section G. Definitions**, the following is added:

33. "Broad form water damage" means loss or damage to Covered Property caused by:

a. Water under the ground surface pressing on, or flowing or seeping through:

(1) Foundations, walls, floor or paved surfaces;

(2) Basements, whether paved or not; or

(3) Doors, windows or other openings.

(6) Special Limitations

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

In supplement to **B. Exclusions, 1.g. Water**, of the Businessowners Coverage Form, the following applies to this coverage:

This coverage is intended to provide insurance for damage by subterranean water when such event is a localized incident - not part of a general, widespread flood water event.

We will not pay for loss or damage to property when the subterranean water causing the "broad form water damage" is itself caused by any flood or general flooding conditions - including but not limited to those enumerated under exclusion **g. Water**.

Flood and flooding conditions also means surface water or other inundation of water, whether caused directly or indirectly by weather conditions, or due to overflow or breach of dams, levees, canals, retaining structures of any kind, or other structure designed to, at least in part, restrain or redirect water or any combination of the foregoing; overflow or redirection of streams, ponds, lakes, oceans or other bodies of water, or their spray, whether driven by wind or not and whether or not caused directly or indirectly by weather conditions, or any combination of the foregoing.

All portions of the above apply whether or not the cause of the back up can be traced to the fault of man, including that of a third party.

4. Loss of Business Income and Extra Expense from Dependent Properties

Under **Section I - Property A. 5. Additional Coverages, m. Business Income from Dependent Properties**, the heading and paragraph (1) are deleted and replaced by the following:

I. Loss of Business Income and Extra Expense from Dependent Properties

Business Income from Dependent Properties

- (1) We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain due to direct physical loss or damage at the premises of a “dependent property” caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$100,000 per “occurrence”, regardless of the number of “dependent properties” affected.

The “dependent property” must be located in the coverage territory.

The following is added after item **m.(7) of Business Income and Extra Expense from Dependent Properties:**

Extra Expense from Dependent Properties

- (1) We will pay the necessary Extra Expense you incur, that you would not have incurred had there been no direct physical loss of or damage at the premises of a “dependent property” caused by or resulting from any Covered Cause of Loss.

The incurred expense must be related to your business activities As provided in Paragraph (2) below and deal with your actions to assist your own business activities. We will not pay any expenses incurred that directly or indirectly serve to speed, or otherwise assist, recovery of an affected dependent property.

The most we will pay under this Additional Coverage is \$100,000 per “occurrence”, regardless of the number of “dependent properties” affected.

The “dependent property” must be located in the coverage territory.

- (2) Extra Expense means expense incurred by you:
- (a) To avoid or minimize the “suspension” of business and to continue “operations”, or
 - (b) To minimize the “suspension” of business if you cannot continue “operations”,

due to covered loss of or damage to a “dependent property” or properties.

- (3) We will only pay for Extra Expense that occurs within 12 consecutive months immediately following the date of direct physical loss or damage to the dependent property.
- (4) The Extra Expense coverage period, as stated in paragraph (3), does not include any increased period required due to the enforcement of any ordinance or law that:
- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of “pollutants”.
- (5) The following also apply to this Additional Coverage:
- (a) **Extra Expense**, item **g.(4)**; and
 - (b) **Section I – Property, 5. Additional Coverages, f. Loss of Business Income, paragraph (4) Resumption of Operations, paragraph (b).**

The expiration date of this policy will not reduce the Extra Expense coverage period.

5. Business Income from Websites

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

ii. Business Income From Websites

- (1) You may extend this insurance to apply to a “suspension” of “operations” caused by direct physical loss or damage to property that you depend on for “web site and communications services” from a Covered Cause of Loss.
- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one “occurrence” under this Additional Coverage is \$10,000 and only for the

7-day period immediately following the Covered Cause of Loss.

- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".
- (5) "Web Site and Communication Services" means:
 - (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
 - (b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

This Additional Coverage is not subject to the Limits of Insurance under **Section I – Property.**

6. Civil Authority

Under **Section I – Property, A.5., Additional Coverages**, paragraph i. **Civil Authority**, is replaced with the following:

When Loss of Business Income Coverage is provided under this policy:

We will pay for the actual loss of Business Income (not including **Extended Business Income**), you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property within 1 mile of the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

- (1) 4 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends;
whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of **Section I – Property.**

7. Claims Expense

Under **Section I – Property A. 6. Coverage Extensions, j. Inventory and Loss Appraisal is deleted** and replaced with:

j. Claims Expense

- (1) We will pay all reasonable expenses you incur at our request to assist us in:
 - (a) The investigation of a claim;
 - (b) The determination of the amount of loss, such as taking inventory; or
 - (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) We will not pay for expense:
 - (a) Incurred to perform your duties in the event of a loss under **Section E. Property Loss Conditions**;
 - (b) To prove that loss or damage is covered;
 - (c) Billed by or payable to independent or public adjusters, attorneys or similar entities sponsored by them;
 - (d) To prepare claims not covered by this policy; or
 - (e) Incurred under any appraisal provision within the policy
- (3) The most we will pay under this coverage extension \$25,000.
- (4) The deductible does not apply to this Coverage Extension.

8. Computer Fraud and Funds Transfer Fraud

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

jj. Computer Fraud and Funds Transfer Fraud

- (1) The Computer Fraud and Funds Transfer Fraud Coverage Limit shown below is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

- (a) To a person (other than a messenger) outside those premises; or
 - (b) To a place outside those premises.
- (2) The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" is \$5,000 per "occurrence" regardless of the number of "fraudulent instructions" involved.
- (3) The following exclusion is added to Paragraph **A.5.s.(5) Money And Securities** Additional Coverage:
- (d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
 - 1. To a person (other than a messenger) outside those premises; or
 - 2. To a place outside those premises.
- (4) The following are added to Paragraph **G. Property Definitions**:
33. "Fraudulent instruction" means:
- (a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - (b) A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.
34. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
35. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":
- (a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - (b) By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

9. Consequential Loss to Stock

Under **Section I – Property A. 6. Coverage Extensions**, the following is added:

I. Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal

Property to apply to the reduction in value of the remaining parts of "stock" in the process of manufacture that are physically undamaged but are unmarketable as a completed product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at the described premises.

- (2) However, when replacement of the lost or damaged "stock" will avoid or reduce a consequential loss as provided in (1) above, coverage will apply only to the extent that consequential loss remains after the remanufacture or securing of the lost or damaged "stock".
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

10. Contingent Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

m. Contingent Transit Business Income and Extra Expense

Subject to the terms of the **Additional Coverages Business Income and Extra Expense**, you may extend your Business Income or Extra Expense Coverage to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss of or damage to Business Personal Property of Others, not in your care, custody or control, while "in transit", caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$100,000.

Under **Section G. Definitions**, the following is added:

- 34.** "In transit" means in the course of shipment from or to the premises shown in the Declarations. It includes such shipments while temporarily stopped or delayed, incidental to the delivery.

11. Contractual Penalties

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

n. Contractual Penalties

You may extend your Business Income coverage to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

- (1) Result from your failure to timely deliver your product according to contract terms;
- (2) Result from direct physical loss or damage by a Covered Cause of Loss; and
- (3) Have been paid to your customer.

The most we will pay under this Extension is \$25,000.

12. Expediting Expenses

Under **Section I – Property A.5. Additional Coverages**, the following is added:

kk. Expediting Expenses

- (1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:
 - (a) Make temporary repairs;
 - (b) Expedite permanent repair or replacement of damaged property; or
 - (c) Provide training on replacement machines or equipment.
- (2) The most we will pay for loss under this Additional Coverage is \$25,000 per "occurrence". The amount payable under this Additional Coverage is not subject to **Section I – Limits of Insurance**.

13. Extended Business Income

Under **Section 1 – Property A.5 Additional Coverages, f. Business Income** paragraph (2) **Extended Business Income** is replaced with the following:

(2) Extended Business Income

- (a) If no Business Income Coverage is provided under this policy, then there is no Extended Business Income Coverage afforded under this policy.
- (b) If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date covered property except finished stock is actually repaired, rebuilt or replaced (to the extent necessary to resume operations) and "operations" are resumed; and
- (2) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) The later of 60 consecutive days or the number of consecutive days shown in the Additional Property Coverage Schedule for this Additional Coverage after the date determined in (2)(b) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (c) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

14. Fine Arts

Under **Section I – Property A.5. Additional Coverages, x. Fine Arts**, paragraph (2) is replaced by the following:

- (2) Regardless of the number of insured locations affected, the most we will pay per "occurrence" under this Additional Coverage is \$40,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

15. Forgery and Alteration

Under **Section I – Property A.5. Additional Coverages, k. Forgery and Alteration**, paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

16. Foundations and Underground Pipes

Under **Section I – Property A. 2. Property Not Covered**, the following paragraphs are deleted: **n, o and s**. The following is added:

If this policy covers Buildings, you may extend that insurance to apply to:

- (1) The cost of excavations; grading; backfilling; filling
- (2) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (a) The lowest basement floor; or
 - (b) The surface of the ground, if there is no basement;
- (3) Underground pipes, flues or drains.

The most we will pay for loss under this Extension is \$250,000. Payment for loss or damage to this property is included within the applicable Limit of Insurance.

- 17. Under **Section I – Property, A.6. Coverage Extensions**, paragraph **h. Garages, Storage Buildings and Other Appurtenant Structures**, is replaced with the following:

h. Garages, Storage Buildings and Other Appurtenant Structures

You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, including, but not limited to, swimming pools; spas; and the associated equipment within 1000 feet of the described premises.

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises regardless of the number of buildings or structures affected.

18. Hired Auto – Physical Damage

Under **Section I - Property A. 5. Additional Coverages**, the following is added:

II. Hired Auto – Physical Damage

- (1) We will pay for loss to an "auto" you lease, hire or rent. For purposes of this Additional Coverage, "employees", officers, members and directors are insured when the "auto" is leased, hired or rented for travel on a short term basis but only with respect to the conduct of the insured's business. This does not include any "auto" you lease, hire or rent from any of your "employees", partners or members of their households.

We will pay for loss to a covered "auto" or its equipment caused by:

- (a) **Comprehensive coverage**

From any cause except:

- (i) The covered "auto's" collision with another object; or
- (ii) The covered "auto's" overturn.

(b) Collision coverage

Caused by:

- (i) The covered "auto's" collision with another object; or
- (ii) The covered "auto's" overturn.

(2) Under Section I - Property A. 2., the following replaces Property Not Covered:

Property Not Covered

We will not pay for loss to any of the following:

- (a) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.
 - (b) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - (c) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - (d) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (3) For insurance provided by this Additional Coverage, under Section B. Exclusions, only the following exclusions apply:**
- (a) Paragraph B. 1. d., Nuclear Hazard; and
 - (b) Paragraph B. 1. f., War and Military Action.

The following additional exclusions will apply to this Additional Coverage:

(a) False Pretense

We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

(b) We will not pay for loss caused by or resulting from:

Wear and tear; freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

(4) Section C. Limits of Insurance is replaced by the following:

The most we will pay for loss to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of loss;
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (c) \$30,000.

(5) Under Section D. Deductibles, paragraph 5. the following is added:

A \$1,000 deductible applies to the following Additional Coverage:

f. Hired Auto – Physical Damage

(6) Under Section G. Definitions, the following is added:

"Auto" means, a land motor vehicle, trailer or semitrailer.

The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I – Property**.

This coverage is provisional and excess to any other valid insurance whether collectible or not.

19. Inflation Guard

Under **Section I – Property, C. Limits of Insurance**, the following is added:

6. Inflation Guard – Business Personal Property

- a. The Limit of Insurance for Business Personal Property will automatically increase by 4 percent annually.
- b. The amount of increase will be:

- (1) The Limit of Insurance for Business Personal Property that applied on the most recent of the policy inception date, or any other policy change amending the limit of insurance, times
- (2) 4 percent, expressed as a decimal (example: 4% is .04), times
- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the limit of insurance, divided by 365.

20. Laptop Computer Coverage Worldwide

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

mm. Worldwide Laptop Computer Coverage

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to laptop computers, palm held or similar portable computers, and their accessories, while anywhere in the world – including while in transit.
- (2) This coverage is provided when the property is owned by you or owned by others when in your, or your employees, care, custody or control - subject to **Loss Payment Property Loss Condition** paragraph **E.5.d.(3)(b)**.
- (3) Regardless of the number of lost or damaged items listed in (1) above, the most we will pay per “occurrence”, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$5,000. The amount payable under this Additional Coverage is not subject to the Limits of Insurance for **Section I Property**.
- (4) We will not pay for loss or damage to the items listed in (1) above when caused by, resulting from, or arising out of theft or unexplained loss when the property is baggage checked with a carrier for transit.
- (5) **Limitations**, item **b.** does not apply to this Additional Coverage.
- (6) The provisions for Business Income loss will be governed by the terms of **Additional Coverage – f. Loss of Business** except:
 - (a) Requirements that loss occur within 1000 feet or at the described

premises under **f.(1)** are suspended for this coverage; and

(b) The following items do not apply to this Additional Coverage:

1. **f.1.c.(2)**;

2. **f.(2)** Extended Business Income; and

3. **f.(3)(c)**

(7) The provisions for Extra Expense loss will be governed by the terms of Additional Coverage – **g. Extra Expense** except:

(a) Requirements that loss occur within 1000 feet or at the described premises under **g.(1)** and **(2)** are suspended for this coverage.

21. Money and Securities – Outside the Premises

Under **Section I – Property, A.5. Additional Coverages**, paragraph (b) under **s. Money and Securities**, is replaced with the following:

(b) \$10,000 or the amount shown in the Additional Property Coverage Schedule Outside the Premises for “money” and “securities” while at any other location or in transit between locations listed in (1) above and while in the coverage territory.

22. Marring and Scratching

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

o. Marring and Scratching

We will pay for loss or damage to Covered Property at the described premises due to sudden and accidental marring and scratching of:

- (1) Your “stock”;
- (2) Your printing plates; and
- (3) Property of others that is in your care, custody or control.

This Cause of Loss does not apply to:

- (1) Property at other than the described premises; and
- (2) Property in transit

Payment under this Extension is included within your Business Personal Property Limit of Insurance.

23. Newly Acquired or Constructed Property:

Under **Section I – Property A.6. Coverage Extensions**, paragraph (4)(b) is replaced with the following:

(b) 90 days after you acquire the property or begin construction of that part of the

building that would qualify as covered property; or

24. Ordinance or Law – Demolition Cost and Increased Cost of Construction

Under **Section I – Property, A.5. Additional Coverages**, paragraph **I. Ordinance or Law, (5) Loss Payment**, paragraph **(v)** is replaced with the following:

(v) The most we will pay for loss under Demolition Cost and Increased Cost of Construction for each described building insured under this coverage form is \$25,000 or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to

more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building is \$25,000 or the amount shown in the Additional Property Coverage Schedule.

25. Ordinance or Law – Increased Period of Restoration

Under **Section I – Property, A.5. Additional Coverages**, the following is added to **I. Ordinance or Law**, under Paragraph **(4) Coverage**:

(d) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (1)** Regulates the construction or repair of any property;
- (2)** Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- (3)** Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

(1) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(2) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(e) The most we will pay for loss under Ordinance or Law – Increased Period of Restoration is \$10,000 for each described building insured under this coverage form or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building

or item of property, then the most we will pay for Ordinance or Law – Increased Period of Restoration for each described building is \$10,000.

The Ordinance or Law – Increased Period of Restoration coverage is not subject to the Limits of Insurance of **Section I – Property**.

26. Outdoor Property

Under **Section I – Property A. 6. Coverage Extensions, c. Outdoor Property**, paragraph **(4)** is replaced by the following:

(4) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Extension is \$25,000 per "occurrence", but not more than \$1,000 for any one tree, shrub or plant, or \$2,000 for any one antenna or satellite dish.

27. Personal Effects

Under **Section I – Property A. 6. Coverage Extensions, d. Personal Effects**, the last paragraph is replaced by the following:

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises.

28. Personal Property in Transit

Under **Section I – Property A. 6. Coverage Extensions, i. Personal Property in Transit**, paragraph **(5)** is replaced by the following:

(5) The most we will pay for loss or damage under this Extension is \$50,000 per "occurrence".

29. Precious Metal Theft Payment Changes

Under **Section I – Property A.4. Limitations**, Paragraph **c.** is replaced with the following:

- c.** For loss or damage by “theft”, the following types of property are covered only up to the limits shown:
- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
 - (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
 - (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

30. Preservation of Property – Expense

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

nn. Preservation of Property - Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000 per “occurrence”. This Additional Coverage is not subject to **Section I – Limits of Insurance**.

31. Retaining Walls – Covered Building Property

Under **Section I – Property, A.1. Covered Property**, the following is added to Paragraph **a**:

- (1) Retaining walls that are not part a building.
- (2) Under **Section I – Property, A.2. Property Not Covered**, Paragraph **r.** is deleted.
- (3) We will not pay for loss or damage to retaining walls that are used, in whole or in part, to contain water.

(4) Under **Section I – Property, A.5. Additional Coverages, y. Fences and Walls**:

- (a) The following is added to Paragraph (1): This limitation does not apply to retaining walls, whether or not retaining walls are a part of the building;
- (b) Paragraph (5) is deleted.

32. Salesperson’s Samples

Under **Section I - Property A. 5. Additional Coverages, z. Salesperson’s Samples**, paragraph (2) is replaced by the following:

- (2) The most we will pay for any loss under this Additional Coverage is \$25,000 per “occurrence”. This Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

33. Soft Cost

Under **Section I – Property A.6. Coverage Extensions**, the following is added:

p. Soft Cost

- (1) We will pay the actual “soft cost expenses” that arise out of a delay in the construction, erection or fabrication of a Covered Building that is listed in paragraph **A.1.a.(6)** resulting from direct physical loss or damage to that Covered Building from a Covered Cause of Loss.
- (2) We will only pay the necessary “soft cost expenses” that are over and above those costs that would have been incurred had there been no delay.
- (3) “Soft cost expenses” means additional:
 - (a) Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
 - (b) Interest on money borrowed to finance construction, remodeling, renovation or repair; and
 - (c) Advertising, public relations and promotional expenses.
- (4) The most we will pay under this Coverage Extension in any one “occurrence” is \$10,000. This Coverage Extension is not subject to **Section I – Limits of Insurance**.

34. Spoilage

oo. Spoilage

Under **Section I – Property A. 5. Additional Coverages**, the following is added:

The following provisions (**A.** through **G.** inclusive) apply to the insurance provided by this Additional Coverage:

A. Paragraph A.1. Covered Property in Section I – Property, the following is added for purposes of this Additional Coverage Spoilage:

(1) Covered Property

Covered Property means "perishable goods" at the insured locations, if the "perishable goods" are:

- (a)** Owned by you and used in your business; or
- (b)** Owned by others and in your care, custody or control except as otherwise provided in **Loss Payment Property Loss Condition E.5.d.(3)(b)**.

B. The following is added to paragraph **A.2. Property Not Covered in Section I – Property**:

v. Property located:

- (1)** On the exterior of buildings;
- (2)** In the open; or
- (3)** In vehicles.

C. Paragraph **A.3. Covered Causes Of Loss in Section I – Property** is replaced by the following:

(3) Covered Causes Of Loss

Subject to the exclusions described in item **E.** of this Additional Coverage, covered causes of loss means the following:

- (a)** Breakdown or Contamination, meaning:
 - (1)** Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

- (2)** Contamination by a refrigerant. Coverage applies only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

- (b)** Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph **A.6. Coverage Extensions in Section I – Property** does not apply.

E. Paragraph **B. Exclusions in Section I – Property** does not apply to this Coverage Extension except for:

- (a)** Paragraph **B.1.b.**, Earth Movement;
 - i.** Paragraph **B.1.c.**, Governmental Action;
 - ii.** Paragraph **B.1.d.**, Nuclear Hazard;
 - iii.** Paragraph **B.1.f.**, War and Military Action; and
 - iv.** Paragraph **B.1.g.**, Water.

Under **Section I – Property, B. Exclusions**, Paragraph 2: The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a.** The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b.** The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c.** The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1)** Lack of fuel; or
 - (2)** Governmental order.

- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Conditions

1. Under **Section E. Property Loss Conditions** in **Section I – Property**, item **d.** of **Condition 5. Loss Payment** is replaced by the following for purposes of this Additional Coverage, Spoilage:

- d. We will determine the value of Covered Property as follows:
 - (1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
 - (2) For other "perishable goods", at actual cash value.

G. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$5,000. This Additional Coverage is not subject to **Section I – Limits of Insurance.**

35. Temporary Relocation of Property

Under **Section I – Property, A.5. Additional Coverages**, the following is added:

pp. Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000. This Additional Coverage is not subject to **Section I – Limits of Insurance.**

36. Tenant Sign

Under **Section I – Property A. 5. Additional Coverages, t. Tenant Signs**, paragraph (2) is replaced by the following:

- (2) The most we will pay for loss or damage in any one "occurrence" is \$20,000 per insured location.

37. Transit Business Income and Extra Expense

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

q. Transit Business Income and Extra Expense

You may extend your Business Income or Extra Expense coverages to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss or damage to Covered Property "in transit" caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$50,000.

38. Utility Services

Under **Section I - Property A.5. Additional Coverages, cc. Utility Services**, paragraphs (1), (2) and (3) are replaced by the following:

(1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3). The most we will pay for any loss under this Additional Coverage is \$25,000.

(2) We will pay for loss of Business Income (not including **Extended Business Income**) or Extra Expense caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph (3).

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above. The most we will pay for any loss under this Additional Coverage is \$25,000.

(3) Services:

(a) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (i) Pumping stations; and
 - (ii) Water mains.
- (b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
- (i) Communication transmission lines, including optic fiber transmission lines;
 - (ii) Coaxial cables; and
 - (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines or overhead distribution lines.

- (c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
- (i) Utility generating plants;
 - (ii) Switching stations;
 - (iii) Substations;
 - (iv) Transformers; and
 - (v) Transmission lines,

But does not include overhead transmission lines, overhead distribution lines, overhead transformers or any other overhead service equipment or similar (however mounted and whatever mounted upon) equipment.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Utility Services Additional Coverage.

39. Worldwide Property Off Premises

Under **Section I - Property A. 6. Coverage Extensions**, the following is added:

r. Worldwide Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is temporarily outside the coverage territory, while "in transit" or on airborne transportation carriers for the purpose of exhibition, service or repair caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage Extension is \$45,000 per "occurrence". The amount payable under this Coverage Extension is not subject to the Limits of Insurance of **Section I - Property**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE

Except as modified in this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Coverage

For purposes of the coverage provided by this endorsement the following is added to **SECTION II – LIABILITY** paragraph **A. Coverages**:

3. Printers and Graphic Arts Errors and Omissions Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” arising out of any negligent act, error or omission committed by or on behalf of the insured in the course of providing or failing to provide “printing and graphic arts services”. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for any negligent act, error or omission to which this insurance does not apply. We may at our discretion, investigate any negligent act, error or omission and settle any claim or “suit” that may result. But:

(1) The amount we will pay for damages is limited as described in the Schedule or Declarations and **D. Liability and Medical Expenses Limits of Insurance**; and

(2) Our right and duty to defend end when we have

used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **f. Coverage Extension – Supplementary Payments.**

- b. This insurance applies to “damages” arising out of negligent acts, errors or omissions only if:

(1) The “damages” are caused by a negligent act, error or omission to which this insurance applies that takes place in the “coverage territory” during the policy period; and

(2) Prior to the policy period, no insured listed under section **C.1. Who Is An Insured** and no “employee” authorized by you to give or receive notice of a negligent act, error or omission or claim knew that “damages” caused by a negligent act, error or omission had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that “damages” caused by a negligent act, error or omission occurred, then any continuation, change or resumption of such “damages” during or after the policy period will be

deemed to have been known prior to the policy period.

- (3) "Damages" which occur during the policy period and were not, prior to the policy period, known to have occurred by any insured listed under section **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of a negligent act, error or omission or claim, includes any continuation, change or resumption of "damages" after the end of the policy period.
- c. "Damages" will be deemed to have been known to have occurred at the earliest time when any insured listed under section **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of a negligent act, error or omission or claim:
- (1) Reports all or any part of the "damages" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for "damages"; or
 - (3) Becomes aware by any other means that "damages" have occurred or have begun to occur.

B. Exclusions

For purposes of the coverage provided by this endorsement the following is added to **SECTION II – LIABILITY B. Exclusions:**

Exclusions applicable to **3. Printers and Graphic Arts Errors and Omissions Liability**

This insurance does not apply to:

a. Expected Or Intended Injury

"Damages" expected or intended from the standpoint of the insured, as well as "damages" arising out of any willful, dishonest, fraudulent, criminal, or malicious act, error or omission committed by the insured or any person for whom the insured is legally responsible.

b. Contractual Liability

"Damages" the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Workers' Compensation And Similar Laws

Any obligation the insured may have to pay under any workers compensation act, employer's liability law, unemployment compensation law, disability benefit law, or any similar local, state, federal or foreign law or regulation.

d. Employment-Related Practices

"Damages" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of "damages" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether you may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay damages because of the injury.

e. Aircraft, Auto Or Watercraft

"Damages" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the negligent act, error or omission which caused the "damages" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

f. Mobile Equipment

"Damages" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

g. "Personal And Advertising Injury", "Bodily Injury", and "Property Damage"

"Damages" arising out of "personal and advertising injury", "bodily injury", or "property damage".

h. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

i. Distribution of Material in Violation of Statutes

"Damages" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions,

that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

j. Cost for Correction, Repair or Replacement

Costs or “damages” incurred for correction, repair, or replacement of:

- (1) “your product”, arising out of such products or any part of such products; or
- (2) “your work”, arising out of such work or any portion thereof.

This includes the cost of reprinting, recovery, shipment or the cost of additional services performed to correct deficiencies in the original services performed for others.

This exclusion does not apply:

- i. if the damaged work or the work out of which the “damage” arose was performed on your behalf by a subcontractor; or
- ii. to “damages” incurred due to the withdrawal or inspection of such products or work because of any known or suspected defects or deficiency therein.

k. Delay

“Damages” arising out of delay in or failure to complete “printing and graphic arts services”. However, this exclusion does not apply if the delay or failure is the result of a negligent act, error or omission in your “printing and graphic arts services”.

l. Cost Guarantees

“Damages” arising out of cost or price representations, assurances, guarantees, overruns or estimates being exceeded.

m. Professional Liability

“Damages” arising out of the rendering or failure to render any professional services except those covered by this endorsement, including but not limited to:

- (1) preparing or approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) supervisory, inspection or engineering services.

n. Unfair Competition and Intellectual Property Rights

“Damages” arising out of:

- (1) Theft, misappropriation, misuse, infringement or contributory infringement of any intellectual property right.
- (2) False advertising, price fixing, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices or any violation of any securities, corporate governance or consumer protection laws, Racketeer Influenced and Corrupt Organizations Act (RICO), or any similar local, state, federal or foreign law or regulation.

o. Contests

“Damages” arising out of sweepstakes, lotteries, contests, coupons, awards, prizes from advertisements, promotions, entry forms, or other games of chance.

p. Interference with Contractual Relationship

“Damages” arising out of tortious interference with the contractual relationships of others.

q. Pollution

- (1) “Damages” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal,

seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

r. Cross Claims

Any claims against any insured that are brought by or on behalf of:

(1) any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by you;

(2) any parent company, subsidiary, successor or assignee of yours, or anyone affiliated with you or such business entity through common majority ownership or control; or

(3) any other person or organization qualifying as an insured under this endorsement.

C. Limits of Insurance

For purposes of the coverage provided by this endorsement **SECTION II - LIABILITY D. Liability and Medical Expenses Limits of Insurance** is replaced with the following:

1. The Limit of Insurance, which is equal to the Liability and Medical Expense Limit shown on the Declarations, and the rules below fix the most we will pay for the sum of all "damages" arising out of a single negligent act, error or omission or a series of related negligent acts, errors or omissions, regardless of the number of:

- a. insureds;
- b. claims made or "suits" brought; or
- c. persons or organizations making claims or bringing "suits".

2. The Aggregate limit, which is equal to the Limit of Insurance, is the most we will pay for the sum of all "damages" for all negligent acts, errors or omissions during the policy period.

3. All claims arising from a single negligent act, error or omission or a series of related negligent acts, errors, or omissions shall be deemed to be a single claim.

4. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

D. Conditions

1. For purposes of the coverage provided by this endorsement the following is added to **SECTION II - LIABILITY E. Liability and Medical Expenses General Conditions:**

Duties In The Event Of a Negligent Act, Error or Omission, Offense, Claim or "Suit"

a. You must see to it that we are notified as soon as practicable of a negligent act, error or omission or an offense, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the negligent act, error or omission or offense took place;
- (2) The names and addresses of anyone involved in the negligent act, error or omission, any injured persons, organizations and witnesses; and
- (3) The nature and location of any injury or damage arising out of the negligent act, error or omission or offense.

2. For purposes of the coverage provided by this endorsement the following is added to paragraph E. – **Liability and Medical Expenses General Conditions:**

Two or More Policies, Coverage Parts, or Endorsements Issued by Us

It is our stated intent that the various coverage parts, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim. If this endorsement and any other coverage part or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, occurrence, offense, accident negligent act, error or omission, or loss, the maximum Limit of Insurance under all such coverage parts, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one

coverage part, endorsement or policy.

E. Definitions

1. For purposes of the coverage provided by this endorsement, the following is added to Paragraph F. **Liability and Medical Expenses Definitions** definition 15. **“Personal and Advertising Injury”:**

h. Discrimination or humiliation.

2. For purposes of the coverage provided by this endorsement, the following replaces paragraph F. **Liability and Medical Expenses Definitions** definition 5. **“Coverage Territory”** in its entirety:

5. "Coverage territory" means:

All parts of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided the insured's responsibility to pay damages is determined in a settlement we agree to or in a "suit" brought against the insured within the United States of America (including its territories and possessions), Puerto Rico and Canada.

3. For purposes of the coverage provided by this endorsement, the following are added to paragraph F. **Liability and Medical Expenses Definitions:**

a. "Damages" means economic loss which an insured is legally obligated to pay for any claim to which this insurance applies and shall include judgment and settlements. "Damages" does not include fines or penalties imposed by law, punitive or exemplary damages or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.

b. "Printing and Graphic Arts Services" means the manual or electronic activities that are

solely related to the processing that is distinctive and customary to the printing and graphic arts industry, including the preparation, production or distribution of printed material. Printed material includes material in an electronic document format intended to be capable of being printed. It does not include:

- (1) television, radio or video production;
- (2) internet hosting or Web page design;
- (3) mailing or postal services other than delivery of "your product" to a customer;
- (4) writing, editing, marketing, distributing, advertising or promoting of a customer's printed material; or
- (5) distribution of material through the internet.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE

Except as modified in this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Coverage

~~For the insurance provided by this endorsement, all provisions under Paragraph A.1. Business Liability also apply to damages resulting from the insured's negligent act, error or omission in providing printing services purposes of the coverage provided by this endorsement the following is added to SECTION II – LIABILITY paragraph A. Coverages:~~

3. Printers and Graphics Art Errors and Omissions Liability

We will pay those sums that the insured becomes legally obligated to pay as “damages” arising out of any negligent act, error or omission committed by or on behalf of the insured in the course of providing or failing to provide “printing and graphic arts services”. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for any negligent act, error or omission to which this insurance does not apply. We may at our discretion, investigate any negligent act, error or omission and settle any claim or “suit” that may result. But:

(1) The amount we will pay for damages is limited as described in the Schedule or Declarations and **D. Liability and Medical Expenses Limits of Insurance;** and

(2) Our right and duty to defend end when we have used up the

applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **f. Coverage Extension – Supplementary Payments.**

(1) This insurance applies to “damages” arising out of negligent acts, errors or omissions only if:

(a) The “damages” are caused by a negligent act, error or omission to which this insurance applies that takes place in the “coverage territory” during the policy period; and

(b) Prior to the policy period, no insured listed under section **C.1. Who Is An Insured** and no “employee” authorized by you to give or receive notice of a negligent act, error or omission or claim knew that “damages” caused by a negligent act, error or omission had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that “damages” caused by a negligent act, error or omission occurred, then any continuation, change or resumption of such “damages” during or after the policy period will be

deemed to have been known prior to the policy period.

(2) "Damages" which occur during the policy period and were not, prior to the policy period, known to have occurred by any insured listed under section **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of a negligent act, error or omission or claim, includes any continuation, change or resumption of "damages" after the end of the policy period.

(3) "Damages" will be deemed to have been known to have occurred at the earliest time when any insured listed under section **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of a negligent act, error or omission or claim:

(a) Reports all or any part of the "damages" to us or any other insurer;

(b) Receives a written or verbal demand or claim for "damages"; or

(c) Becomes aware by any other means that "damages" have occurred or have begun to occur.

~~B. Under Paragraph A. Coverages we will also pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error or omission in providing printing services.~~

B. Exclusions

For purposes of the coverage provided by this endorsement the following is added to **SECTION II – LIABILITY B. Exclusions:**

Exclusions applicable to **3. Printers and Graphics Art Errors and Omissions Liability**

This insurance does not apply to:

a. **Expected Or Intended Injury**

"Damages" expected or intended from the standpoint of the insured, as well as "damages" arising out of any willful, dishonest, fraudulent, criminal, or malicious act, error or omission committed by the insured or any person for whom the insured is legally responsible.

b. **Contractual Liability**

"Damages" the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. **Workers' Compensation And Similar Laws**

Any obligation the insured may have to pay under any workers compensation act, employer's liability law, unemployment compensation law, disability benefit law, or any similar local, state, federal or foreign law or regulation.

d. **Employment-Related Practices**

"Damages" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of "damages" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

(2) Whether you may be liable as an employer or in any other capacity; and

(3) To any obligation to share "damages" with or repay someone else who must pay damages because of the injury.

e. Aircraft, Auto Or Watercraft

"Damages" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the negligent act, error or omission which caused the "damages" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

f. Mobile Equipment

"Damages" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

g. "Personal And Advertising Injury", "Bodily Injury", and "Property Damage"

"Damages" arising out of "personal and advertising injury", "bodily injury", or "property damage".

h. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

i. Distribution of Material in Violation of Statutes

"Damages" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions,

that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

j. Cost for Correction, Repair or Replacement

Costs or “damages” incurred for correction, repair, or replacement of:

(1) “your product”, arising out of such products or any part of such products; or

(2) “your work”, arising out of such work or any portion thereof.

This includes the cost of reprinting, recovery, shipment or the cost of additional services performed to correct deficiencies in the original services performed for others.

This exclusion does not apply:

i. if the damaged work or the work out of which the “damage” arose was performed on your behalf by a subcontractor; or

ii. to “damages” incurred due to the withdrawal or inspection of such products or work because of any known or suspected defects or deficiency therein.

k. Delay

“Damages” arising out of delay in or failure to complete “printing and graphic arts services”. However, this exclusion does not apply if the delay or failure is the result of a negligent act, error or omission in your “printing and graphic arts services”.

l. Cost Guarantees

“Damages” arising out of cost or price representations, assurances, guarantees, overruns or estimates being exceeded.

m. Professional Liability

“Damages” arising out of the rendering or failure to render any professional services except those

covered by this endorsement, including but not limited to:

(1) preparing or approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) supervisory, inspection or engineering services.

n. Unfair Competition and Intellectual Property Rights

“Damages” arising out of:

i. Theft, misappropriation, misuse, infringement or contributory infringement of any intellectual property right.

ii. False advertising, price fixing, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices or any violation of any securities, corporate governance or consumer protection laws, Racketeer Influenced and Corrupt Organizations Act (RICO), or any similar local, state, federal or foreign law or regulation.

o. Contests

“Damages” arising out of sweepstakes, lotteries, contests, coupons, awards, prizes from advertisements, promotions, entry forms, or other games of chance.

p. Interference with Contractual Relationship

“Damages” arising out of tortious interference with the contractual relationships of others.

q. Pollution

1. “Damages” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

2. Any loss, cost or expense arising out of any:

i. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

ii. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

r. Cross Claims

Any claims against any insured that are brought by or on behalf of:

(1) any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by you;

(2) any parent company, subsidiary, successor or assignee of yours, or anyone affiliated with you or such business entity through common majority ownership or control; or

(3) any other person or organization qualifying as an insured under this endorsement

~~**C. The following is added to Exclusions:**~~

~~This insurance does not apply to any claim:~~

~~—1. Resulting from a criminal act, including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.~~

~~—2. Resulting from infringement of copyright, trademark, service mark or trade name (other than titles or slogans) by use of such marks or names with goods, products or services sold, offered for sale or advertised.~~

~~—3. For reimbursement of costs of printing or printing materials.~~

~~—4. Resulting from insolvency or bankruptcy of the insured.~~

~~—5. Resulting from any publishing function of the insured.~~

~~—6. Resulting from the writing of materials for customers.~~

C. Limits of Insurance

For purposes of the coverage provided by this endorsement the following is added to paragraph D. **Liability and Medical Expenses Limits of Insurance:**

1. The Limit of Insurance, which is equal to the Liability and Medical Expense Limit shown on the Declarations, and the rules below fix the most we will pay for the sum of all "damages" arising out of a single negligent act, error or omission or a series of related negligent acts, errors or omissions, regardless of the number of:

a. insureds;

b. "claims" made or "suits" brought; or

c. persons or organizations making claims or bringing "suits".

2. The Aggregate limit, which is equal to the Limit of Insurance, is the most we will pay for the sum of all "damages" for all negligent acts, errors or omissions during the policy period.

3. All "claims" arising from a single negligent act, error or omission or a series of related negligent acts, errors, or omissions shall be deemed to be a single claim.

4. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

D. Conditions

For purposes of the coverage provided by this endorsement the following is added to **SECTION E. Liability and Medical Expenses General Conditions:**

1. Duties In The Event Of a Negligent Act, Error or Omission, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of a negligent act, error or omission or an offense, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the negligent act, error or omission or offense took place;
- (2) The names and addresses of anyone involved in the negligent act, error or omission, any injured persons, organizations and witnesses; and
- (3) The nature and location of any injury or damage arising out of the negligent act, error or omission or offense.

2. Two More Policies, Coverage Parts, or Endorsements Issued by Us

It is our stated intent that the various coverage parts, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or

overlap of coverage for the same claim. If this endorsement and any other coverage part or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, occurrence, offense, accident negligent act, error or omission, or loss, the maximum Limit of Insurance under all such coverage parts, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, endorsement or policy.

E. Definitions

For purposes of the coverage provided by this endorsement, the following is added to Paragraph F. **Liability and Medical Expenses Definitions** definition **15. "Personal and Advertising Injury":**

h. Discrimination or humiliation.

For purposes of the coverage provided by this endorsement, the following replaces Paragraph F. **Liability and Medical Expenses Definitions** definition **5. "Coverage Territory"** in its entirety:

5. "Coverage territory" means:

All parts of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided the insured's responsibility to pay damages is determined in a settlement we agree to or in a "suit" brought against the insured within the United States of America (including its territories and possessions), Puerto Rico and Canada.

For purposes of the coverage provided by this endorsement, the following are added to Paragraph F. **Liability and Medical Expenses Definitions:**

a. "Damages" means economic loss which an insured is legally obligated to pay for any claim to which this insurance applies and shall include

judgment and settlements. "Damages" does not include fines or penalties imposed by law, punitive or exemplary damages or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.

~~E. For the purpose of determining the limits for the insurance provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the providing of these services will be considered one act, error or omission.~~

b. "Printing and Graphic Arts Services" means the manual or electronic activities that are solely related to the processing that is distinctive and customary to the printing and graphic arts industry, including the preparation, production or distribution of printed material. Printed material includes material in an electronic document format intended to be capable of being printed. It does not include:

- a. television, radio or video production;
- b. internet hosting or Web page design;
- c. mailing or postal services other than delivery of "your product" to a customer;
- d. writing, editing, marketing, distributing, advertising or promoting of a customer's printed material; or
- e. distribution of material through the internet.

~~D. Paragraph D.2. of Liability And Medical Expenses Limits Of Insurance is replaced by the following:~~

- ~~— 2. The most we will pay for the sum of all damages because of all:~~
 - ~~— a. "Bodily injury", "property damage", and medical expenses arising out of any one "occurrence";~~
 - ~~— b. "Personal and advertising injury" sustained by any one person or organization; and~~
 - ~~— c. Printing acts, errors and omissions;~~
- ~~is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.~~

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

WORLDWIDE COVERAGE TERRITORY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Under **F. Liability and Medical Expenses Definitions, Paragraph 5. "Coverage Territory"** is replaced in its entirety with the following:

4. "Coverage territory" means:

All parts of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided the insured's responsibility to pay damages is determined in a settlement we agree to or in a "suit" brought against the insured within the United States of America (including its territories and possessions), Puerto Rico and Canada.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- PERSONAL AND ADVERTISING INJURY FROM INTERNET ACTIVITIES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following exclusion is added to **Section II – Liability Paragraph 2 Additional Exclusions Applicable only to “Personal and Advertising Injury”**

This insurance does not apply to “Personal and Advertising Injury” arising out of:

1. the insured’s dissemination or other use of “matter” on the Internet; or
2. the transaction of business on the Internet.

- B.** For the purposes of this endorsement, the following definition applies:

1. “Matter” means printed, verbal, numerical, audio or visual expression, or any other expression, regardless of the medium upon which such expression is fixed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following is added under SECTION II – LIABILITY, B. Exclusions 1. Applicable to Business Liability Coverage:

This insurance does not apply to:

1. "bodily injury", "property damage" or "personal and advertising injury" arising out of any "wrongful act" committed by you or on your behalf and arising out of the rendering or failure to render "professional services" in the conduct of your business regardless of whether or not any such service, advice or instruction is ordinary to your profession.
2. any "costs" resulting directly or indirectly from any "wrongful act" committed by or on behalf of the insured and arising out of the rendering or failure to render "professional services" in the conduct of the insured's business.

B. For the purposes of this exclusion, the following definitions apply:

1. "Costs" mean fines, sanctions, statutory penalties, fees, punitive damages, exemplary damages, multiplied damages, liquidated damages and any other expenses.
2. "Professional services" includes but is not limited to any of the following services:
 - (a) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;
 - (b) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
 - (c) Supervisory, inspection or engineering services;

- (d) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
 - (e) Any health or therapeutic service treatment, advice or instruction;
 - (f) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including use or exposure to any sun lamp, tanning booth or other similar appliance;
 - (g) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
 - (h) Body piercing services;
 - (i) Services in the practice of pharmacy;
 - (j) Management, Human Resource, Technology, Testing, Media or Public Relations consulting services; or
 - (k) Computer Software Development.
3. "Wrongful act" means any alleged act, error or omission, committed solely in the performance of "professional services".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- IMPORTED PRODUCTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added under **SECTION II – LIABILITY, B. Exclusions 1. Applicable to Business Liability Coverage:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any products or components, including any warranties or representations made at any time, that are sold or distributed by you or on your behalf that were not manufactured or assembled in the United States of America (including its territories and possessions).

This exclusion does not apply if the manufacturer of the product or entity from whom you acquire the product has a legal presence in the United States of America (including its territories and possessions) and is subject to any state or federal jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS COST OF MAILING CORRECTIONS EXCLUSION

This endorsement modifies insurance provided under the following:

PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY

The following is added to paragraph **B. Exclusions 4. Applicable to Printers and Graphic Arts Liability Coverage:**

Costs of Mailing

Costs incurred for the mailing or delivery of any property when the mailing or delivery is necessary due to negligent acts, errors or omissions in the development, processing, manufacturing, alteration or repair of that property for which "printing and graphic arts services" were provided.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESSOWNERS PRINTERS COST TO CORRECT,
REPAIR OR REPLACE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY

**A. The following is added to SECTION II –
LIABILITY paragraph A. Coverages:**

We will pay for costs incurred for the correction, repair or replacement of:

- (1) "your product"; or
- (2) work performed by or on behalf of the Named Insured, including the materials, parts or equipment furnished by you or others in connection with such work that the Named insured becomes legally obligated to pay as damages arising out of any negligent act, error or omission committed by or on behalf of the insured in the course of providing or failing to provide "printing and graphic arts services", subject to all other terms and conditions of the Businessowners Printers and Graphic Arts Errors and Omissions endorsement.

**B. Exclusion j. of paragraph B. Exclusions
Applicable to Printers and Graphic
Arts Liability Coverage** for "Costs or damages incurred for correction, repair, or replacement" is deleted.

C. We will only pay "damages" for costs incurred for correction, repair or replacement in excess of a \$500 deductible. Such deductible will apply separately to each claims for correction, repair or replacement. The deductible does not reduce the Limit of Insurance

Except as modified by this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS DIRECT MAILING SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY

**Liability and Medical Expenses
Definitions:**

The definition of "Printing and Graphic Arts Services" is deleted and replaced by the following:

"Printing and Graphic Arts Services" means the manual or electronic activities that are solely related to the processing that is distinctive and customary to the printing and graphic arts industry, including the preparation, production or distribution of printed material, including mailing or other postal services performed by you on behalf of your customers. It does not include:

- a. Television, radio or video production;
- b. Internet hosting or web page design;
- c. writing, editing, marketing, distributing, advertising or promoting of a customer's printed material; or
- d. Distribution of material through the internet.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Employee Benefits Program:			
Limit Of Insurance		Deductible	Premium
Each Employee	Aggregate	(Each Employee)	Premium
\$	\$	\$	\$
Retroactive Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Section II – Liability is amended as follows:

1. The following is added to Paragraph **A. Coverages:**

COVERAGE – EMPLOYEE BENEFITS LIABILITY

a. Insuring Agreement

(1) We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

(a) The amount we will pay for damages is limited as described in Paragraph **5.** of this endorsement; and

(b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(2) This insurance applies to damages only if:

(a) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

(b) The act, error or omission did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

(c) A "claim" for damages, because of an act, error or omission is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **6.** of this endorsement.

(3) A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (a) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (b) When we make settlement in accordance with Paragraph a.(1) above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the "claim".

(4) All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

b. Exclusions

This insurance does not apply to:

(1) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission committed by any insured, including the willful or reckless violation of any statute.

(2) **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(3) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(4) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(5) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any "claim" based upon:

- (a) Failure of any investment to perform;
- (b) Errors in providing information on past performance of investment vehicles; or
- (c) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(6) **Workers' Compensation And Similar Laws**

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(7) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(8) **Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(9) **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(10) **Employment-related Practices**

Damages arising out of wrongful termination of employment, discrimination or other employment-related practices.

2. For the purposes of the coverage provided by this endorsement:

- a. All references to Supplementary Payments are replaced by Supplementary Payments and Employee Benefits Liability.
- b. Paragraphs f.(1)(b) and f.(2) Coverage Extension – Supplementary Payments do not apply.

3. For the purposes of the coverage provided by this endorsement, Paragraph C.2. Who Is An Insured is replaced by the following:

- 2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.
4. For the purposes of the coverage provided by this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

a. Limits Of Insurance

- (1) The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) "Claims" made or "suits" brought;
 - (c) Persons or organizations making "claims" or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefits program".
- (2) The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions; negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

b. Deductible

- (1) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The Limits of Insurance shall not be reduced by the amount of this deductible.
- (2) The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (3) The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim";
 apply irrespective of the application of the deductible amount.
- (4) We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. For the purposes of the coverage provided by this endorsement, Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must also see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

6. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

EXTENDED REPORTING PERIOD

- a. You will have the right to purchase an Extended Reporting Period, as described below, if:
- (1) This endorsement is canceled or not renewed; or
 - (2) We renew or replace this endorsement with insurance that:
 - (a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (b) Does not apply to an act, error or omission on a claims-made basis.

- b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
- c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The "employee benefit programs" insured;
- (2) Previous types and amounts of insurance;
- (3) Limits of Insurance available under this endorsement for future payment of damages; and
- (4) Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period.

- d. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The Extended Reporting Period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **4.a.(2)** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **4.a.(3)**.

7. For the purposes of the coverage provided by this endorsement, the following definitions are added to Paragraph **F. Liability And Medical Expenses Definitions**:

a. "Administration" means:

- (1) Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- (2) Handling records in connection with the "employee benefit program"; or
- (3) Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

c. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

d. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

(3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

(4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

(5) Any other similar benefits designated in the Schedule or added thereto by endorsement.

8. For the purposes of the coverage provided by this endorsement, Paragraphs **F.6.** and **F.19. Liability And Medical Expenses Definitions** are replaced by the following:

6. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

19. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Section III – Common Policy Conditions is amended as follows:

1. For the purposes of the coverage provided by this endorsement, Paragraph **H.2.b Other Insurance** is replaced by the following:

b. Excess Insurance

This Employee Benefits Liability insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

a. That is effective prior to the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached and that applies to an act, error or omission on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Schedule of this endorsement; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOOD CONTAMINATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

A. Food Contamination Limit Of Insurance – \$10,000 unless otherwise indicated below: \$
B. Additional Advertising Expense Limit Of Insurance – \$3,000 unless otherwise indicated below: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section I – Property is amended as follows:

A. The following is added to Paragraph **A.5. Additional Coverages:**

Food Contamination

1. If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
 - a. Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
 - b. Your cost to replace the food which is, or is suspected to be, contaminated;
 - c. Your expense to provide necessary medical tests or vaccinations for your infected employees. However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy;
 - d. The loss of Business Income you sustain due to the necessary suspension of your "operations". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
 - e. Additional advertising expenses you incur to restore your reputation.
2. For the purposes of this endorsement, Business Income has the same meaning given in Additional Coverage **f. Business Income**.

3. The most we will pay for all loss under Paragraphs **1.a.** through **1.d.**, including Business Income, is \$10,000, unless a higher Food Contamination Limit of Insurance is indicated in the Schedule of this endorsement.

The most we will pay for all loss under Paragraph **1.e.** is \$3,000, unless a higher Additional Advertising Expense Limit of Insurance is indicated in the Schedule of this endorsement.

4. We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination" at the described premises.

B The following is added to Paragraph **H. Property Definitions:**

"Food contamination" means an incidence of food poisoning to one or more of your customers as a result of:

1. Tainted food you purchased;
2. Food which has been improperly stored, handled or prepared; or
3. A communicable disease transmitted through one or more of your employees.

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ IT CAREFULLY.

**CONDOMINIUM, CO OP, ASSOCIATION – DIRECTORS AND OFFICERS
ADDITIONAL INSUREDS**

Except as modified in this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION - DIRECTORS AND OFFICERS
LIABILITY ENDORSEMENT

The following named individuals and/or organizations, while acting within the scope of their employment by you or while performing duties related to the conduct of your business, are included within the definition of **Section II C. Who Is An Insured:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION – DIRECTORS
AND OFFICERS LIABILITY DEVELOPER, SPONSOR, CONTRACTOR
EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION - DIRECTORS AND OFFICERS
LIABILITY

For purposes of the coverage provided by this endorsement, **Section II –Liability, A. Coverages, 3. DIRECTORS AND OFFICERS LIABILITY** is amended to add the following:

EXCLUSIONS

This insurance does not apply to “damages” arising out of:

- (1) The selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy;
- (2) Any failure of the insured to enforce the rights of the Named Insured against the builder, sponsor or developer of the Named Insured’s property; or
- (3) The “wrongful act” of any developer or sponsor who is an officer or member of your board of directors.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION- INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK
OR TRADE SECRET - CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Under SECTION II – LIABILITY, B. Exclusions 2.m. Additional Exclusions Applicable only to “Personal and Advertising Injury” is replaced with the following:

m. Infringement of Copyright, Patent, Trademark or Trade Secret

This insurance does not apply to "Personal and Advertising Injury" arising out of:

(1)The actual or alleged infringement or violation of the following:

- i.** trade dress;
- ii.** trade name;
- iii.** trade secrets;
- iv.** trademark;
- v.** patent;
- vi.** copyright, but this exclusion does not apply to infringement of copyrighted materials or slogans in your "advertisements"; or
- vii.** any other intellectual property rights or laws.

(2) Any act committed by the insured with malice.

B. Personal and Advertising Injury Redefined

Under SECTION II – LIABILITY F. Liability and Medical Expenses Definitions Definition 15., “Personal and advertising injury” is replaced with the following:

15. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization. This does not include any slander or libel related to the actual or alleged infringement or violation of any intellectual property rights or laws;
- e.** Oral or written publication, in any manner, of material that disparages a person's or organization's goods, products or services. This does not include any disparagement related to the actual or alleged infringement or violation of any intellectual property rights or laws;
- f.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g.** The use of another's advertising idea in your "advertisement"; or
- h.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY REDEFINED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Under SECTION II – LIABILITY F.Liability and Medical Expenses Definitions Definition

15. "Personal and advertising injury" is replaced with the following:

15. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
- e.** The use of another's advertising idea in your "advertisement"; or
- f.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL EXCLUSION – TANNING OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the ownership, maintenance, operation or use of any Tanning Product, Tanning Booth, Tanning Device, Sun Lamp or similar appliance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Description of Premises and Operations:

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

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On from or in connection with the use of any premises described in the Schedule; or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE OPERATIONS – BROAD FORM PRODUCTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Broad Form Products Deductible

Deductible \$	per occurrence
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A. Exclusion I., Damage to Your Product under Paragraph 2. **SECTION II – LIABILITY, B. Exclusions 1. Applicable to Business Liability Coverage** is replaced with the following:

I. Property damage” to “your product” arising out of it or any part of it.

However, this exclusion does not apply to “property damage” to any of “your products”, if caused by a defect existing in “your product” or any part of “your product”, at the time it was transferred by you to another.

B. Definition 22., “Your Product” under **SECTION F. Liability and Medical Expenses Definitions** is replaced by the following:

22. “Your product” means the goods or products you made or sold in your garage business.

C. The deductible amount shown in the Schedule of this endorsement applies to all damages because of “property damage” to “your products”. Our obligation to pay for “property damage” to “your products” will be reduced by this deductible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED BROAD FORM PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Extended Broad Form Property Damage Schedule

Limit of Insurance: \$	per occurrence
Deductible Amount: \$	per occurrence

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

A. Extension

The following is added to exclusion **k. Damage To Property** in paragraph **B. Exclusions 1. Applicable to Business Liability Coverage:**

Paragraph **(4)** and **(5)** do not apply to “property damage” occurring as a result of operations at premises under your care, custody or control.

B. Exclusions

With respect to this coverage extension, this insurance does not apply to:

1. Property you own or rent;
2. Personal property in the care, custody or control of an insured:
 - a. while such property is on premises you own, rent or occupy for the purpose of sale, storage, safekeeping or having work performed on it; or
 - b. if such property is tools or equipment while being used by the insured.
3. Any “property damage” included in the “products-completed operations hazard”.

C. Limits of Insurance

The following is added to paragraph **5.** of **SECTION III – LIMITS OF INSURANCE:**

The most we will pay for “property damage” with respect to paragraph **A. Extension**, is the Limit of Insurance shown in the Schedule. The Limit of Insurance shown in the Schedule is included within and not in addition to the Each Occurrence Limit of the Commercial General Liability Coverage Part.

D. Deductible

Our obligation under paragraph **A. Extension** to pay “property damage” on your behalf applies only to the amount of damages in excess of a deductible amount shown in the Schedule.

- a. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that as has been paid by us.
- b. The terms of this insurance including those with respect to:
 - i. Our right and duty to defend any “suits” seeking those damages; and
 - ii. Your duties in the event of an “occurrence”, claim or “suit”

apply irrespective of the application of the deductible amount.

Except as modified by this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS – LEGAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Schedule

Prem. No.	Bldg.No.	Additional Premium	Limit of Insurance	Deductible
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If additional premium for Garagekeepers Coverage is shown in the Declarations or in the Schedule above, the following coverage applies.

A. Coverage

1. We will pay those sums the insured becomes legally obligated to pay as damages for loss to a "customer's auto" or "customer's auto" equipment left in your care while you are attending, servicing, repairing, parking or storing it in your "garage operation". Coverage is provided to "customer's auto" while at the premises described in the Declarations or the Schedule above.

We have the right and duty to defend any insured against a "suit" seeking damages to which this insurance applies. However, we have no duty to defend any insured against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance has been exhausted by payment or judgments or settlements.

2. Property Not Covered

We will not pay for loss to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Any device designed to be used to detect speed measurement equipment such as radar or laser detectors and any jamming

apparatus intended to elude or disrupt speed measurement equipment.

B. Exclusions

For insurance provided by this endorsement, only the following exclusions apply:

1. Contractual Obligations

Liability resulting from any agreement by which the insured accepts responsibility for loss.

2. Theft

Loss due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

3. Defective Parts

Defective parts or materials.

4. Faulty Work

Faulty "work you performed".

C. Limit of Insurance and Deductible

1. The most we will pay for loss or damage in any one "occurrence" is the Garagekeepers Coverage Limit of Insurance shown in the Declarations or in the Schedule for that location, regardless of the number of "customer's autos".
2. We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the deductible amount shown in the Declarations or in the Schedule for that location. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

D. Definitions

As used in this endorsement, the following additional definitions apply:

1. "Customer's auto" means an "auto" while left with you for service, repair, storage or safekeeping. Customers include your employees, and members of their households who pay for services performed.
2. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations, including repairs to "customers' autos" performed by you or on your behalf away from your premises.
3. "Work you performed" includes:
 - a. Work that someone performed on your behalf; and
 - b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Description of Designated Ongoing Operation(s):

Specified Location (If Applicable):

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

The following is added under **SECTION II – LIABILITY, B. Exclusions 1. Applicable to Business Liability Coverage:**

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ALL HAZARDS IN CONNECTION WITH
DESIGNATED PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Description And Location Of Premises:
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added under **SECTION II – LIABILITY, B. Exclusions 1. Applicable to Business Liability Coverage:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;
2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES OR OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

<p>A. Description and Location of Premises:</p> <p>B. Description of Operations:</p> <p>C. Specified Location of Operations:</p>

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

The following is added under **SECTION II – LIABILITY, B. Exclusions 1. Applicable to Business Liability Coverage:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

A. Premises

1. The ownership, maintenance or use of the premises described in item **A.** of the Schedule or any property located on these premises;
2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

B. Operations

1. The operations described in item **B.** the Schedule, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

This exclusion applies regardless of where such operations are conducted by you or on your behalf. But if a specific "location" is designated in item **B.** of the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

2. The "products completed operations hazard" arising from operations described in item **B.** of the Schedule of this endorsement.

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Covered Property Annual Aggregate Limit Of Insurance	Business Income And Extra Expense Annual Aggregate Limit Of Insurance
	\$	\$
	\$	\$
	\$	\$

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

A. We will pay for direct physical loss or damage to Covered Property, covered under Section I – Property, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph **A.2.**, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. The coverage described in Paragraph **A.** of this endorsement does not apply to loss or damage resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

C. The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Covered Property Annual Aggregate Limit of Insurance. That limit is \$5,000 per location, unless a different Covered Property Annual Aggregate Limit of Insurance is indicated in the Schedule of this endorsement.

The applicable Covered Property Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property. If loss payment for the first such occurrence does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

D. The following provisions apply to **Section I – Property** and supersede any provisions to the contrary:

The most we will pay under:

1. Paragraph **A.5.f.** Business Income Additional Coverage for all loss of Business Income you sustain due to the necessary suspension of your "operations" caused by direct physical loss or damage to Covered Property as described in Paragraph **A.** of this endorsement; and
2. Paragraph **A.5.g.** Extra Expense Additional Coverage for all necessary Extra Expense you incur and that you would not have incurred if there had been no direct physical loss or damage to Covered Property as described in Paragraph **A.** of this endorsement;

is the Business Income And Extra Expense Annual Aggregate Limit of Insurance. That limit is \$5,000 per location, unless a different Business Income And Extra Expense Annual Aggregate Limit of Insurance is shown in the Schedule.

The applicable Business Income And Extra Expense Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all loss of Business Income you sustain and Extra Expense you incur in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property as described in Paragraph **A.** of this endorsement. If loss payment during an earlier "period of restoration" in the policy year does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for loss of Business Income you sustain or Extra Expense you incur during a subsequent "period of restoration" beginning in, but not after, that policy year. With respect to a "period of restoration" which begins in one policy year and continues in a subsequent policy year(s), all loss of Business Income you sustain or Extra Expense you incur is deemed to be sustained or incurred in the policy year in which the "period of restoration" began.

- E.** With respect to the coverage provided under this endorsement, the **Water** Exclusion in **Section I – Property** is replaced by the following exclusion:

Water

- 1.** Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- 2.** Mudslide or mudflow; or
- 3.** Water under the ground surface pressing on, or flowing or seeping through:
 - a.** Foundations, walls, floors or paved surfaces;
 - b.** Basements, whether paved or not; or
 - c.** Doors, windows or other openings; or
- 4.** Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.** or **3.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **4.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **1.** through **4.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Description Of Your Work:

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

The following is added to Paragraph **B. Exclusions** in **Section II – Liability:**

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOW PLOW PRODUCTS – COMPLETED OPERATIONS HAZARD COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exception is added to Exclusion **B.1.g. Aircraft, Auto Or Watercraft** in **Section II – Liability**:

This exclusion does not apply to "bodily injury" or "property damage" that:

- (a)** Is included in the "products-completed operations hazard"; and
- (b)** Arises out of the use of any "auto" for snow or ice removal operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PRODUCTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Designated Products:

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

The following is added to Paragraph **B. Exclusions** in **Section II – Liability:**

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your products" shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **B. Exclusions** in **Section II – Liability** and supersedes any provision to the contrary:

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Designated Construction Project(s):

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

Section II – Liability is amended as follows:

A. For all sums which the insured becomes legally obligated to pay as damages for "bodily injury" or "property damage" caused by "occurrences" covered under Paragraph **A.1.** Business Liability, and for all medical expenses caused by accidents covered under Paragraph **A.2.** Medical Expenses, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Paragraph **A.1.** Business Liability, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2.** Medical Expenses, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Paragraph **A.1.** Business Liability for damages or under Paragraph **A.2.** Medical Expenses for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums under Paragraph **A.1.** Business Liability which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" caused by "occurrences" and Paragraph **A.2.** Medical Expenses for medical expenses caused by accidents, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Paragraph **A.1.** Business Liability for damages or under Paragraph **A.2.** Medical Expenses for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate Limit, and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Paragraph **D. Liability And Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

BUSINESSOWNERS FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declaration Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

BUSINESSOWNERS PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE 391-1404 (REPLACES BP 08 04)

CLARIFICATIONS OR NO IMPACT IN COVERAGE

Definition: Printing and Graphic Arts Services has been defined to mean the manual or electronic activities that are solely related to the processing that is distinctive and customary to the printing and graphic arts industry, including the preparation, production or distribution of printed material. Printed material includes material in an electronic document format intended to be capable of being printed. It does not include:

- a. television, radio or video production;
- b. internet hosting or Web page design;
- c. mailing or postal services other than delivery of "your product" to a customer;
- d. writing, editing, marketing, distributing, advertising or promoting of a customer's printed material; or
- e. distribution of material through the internet.

The following Exclusions have been added to clarify what is not covered:

- a. Expected Or Intended Injury
- b. Contractual Liability
- c. Workers' Compensation And Similar Laws
- d. Employment-Related Practices
- e. Aircraft, Auto Or Watercraft
- f. Mobile Equipment
- g. "Personal And Advertising Injury", "Bodily Injury", and "Property Damage"
- h. Electronic Data
- i. Distribution of Material in Violation of Statutes
- j. Cost for Correction, Repair or Replacement
- k. Delay
- l. Cost Guarantees
- m. Professional Liability
- n. Unfair Competition and Intellectual Property Rights
- o. Contests
- p. Interference with Contractual Relationship
- q. Pollution

r. Cross Claims

The following Conditions have been added and result in no impact in coverage:

1. Duties In The Event Of a Negligent Act, Error or Omission, Offense, Claim or Suit
2. Two More Policies, Coverage Parts, or Endorsements Issued by Us

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NEW HAMPSHIRE CEMETERY PROFESSIONAL LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Schedule

Cemetery Professional Liability Each Occurrence Limit \$

Cemetery Professional Liability Aggregate Limit \$

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

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of rendering or failure to render professional services as an owner or operator of a cemetery.

A. SECTION I - COVERAGES

The following is added to **SECTION II – LIABILITY A. COVERAGE**

Coverage D - Cemetery Professional Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of a "wrongful act" in the rendering of or failure to render professional services as an owner or operator of a cemetery. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - 1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
 - 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.
- b. This insurance applies to "bodily injury" or "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by a "wrongful act" that takes place in the "coverage territory"; and

- 2) The "bodily injury" or "property damage" occurs during the policy period.

2. Exclusions

- a. Solely with respect to the cemetery professional liability insurance provided by this endorsement, the following exclusions apply.

The following exclusions apply even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

This insurance does not apply to any claims arising out of:

1) Expected or Intended Injury

Any intentional, dishonest, fraudulent, criminal, wrongful, or malicious act, error or omission, committed by, knowingly allowed or directed by any insured. This includes the willful or reckless violation of any statute.

2) "Discrimination"

Any actual or alleged "discrimination".

3) Professional Services

The rendering of or failure to render the following professional services by any insured:

- a) Notarizing, legal, accounting, or advertising services;

- b) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications;
- c) Engineering services, construction services, or property development, including related supervisory or inspection services;
- d) Medical or nursing services treatment, advice or instruction;
- e) Any health or therapeutic service treatment, advice or instruction;
- f) Any equipment or process used to tan skin;
- g) Body massage other than facial massage;
- h) Any service, treatment, advice, or instruction for the purposes of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- i) Any service, treatment, advice, or instruction relating to physical fitness or in connection with diet, cardiovascular fitness, body building, or physical training programs; or
- j) Pastoral or grief counseling.

4) Contractual Liability

Liability you assume under any contract or agreement. This exclusion does not apply to liability you would have in the absence of such contract or agreement.

5) Privacy

Any alleged or actual violation of any person or entity's privacy rights.

6) Workers' Compensation and Similar Laws

Any obligation of the insured under a Workers' compensation law, disability benefits law, unemployment compensation law; or any similar law.

7) Employer's Liability

"Bodily injury" to:

- a) An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the insured's business conduct; or
- b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a) above.

This exclusion applies:

- c) Whether the insured may be liable as an employer or in any other capacity; and
- d) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

8) Pollution

- 1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.
- 2) Any loss, cost or expense arising out of any:
 - a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing; containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of "pollutants".

9) "Personal and Advertising Injury"

"Personal and advertising injury".

10) "Property Damage"

"Property damage" to personal property in the care, custody or control of an insured.

However, this exclusion does not apply to:

- a) Deceased human bodies, their clothing, or cremated remains; or
- b) Caskets, urns, crypts, mausoleums, vaults or fittings or containers other than those in your possession for sales purposes.

B. SECTION II - WHO IS AN INSURED

Under **Section II – Liability C. Who Is An Insured**, Part 2. a. (1) (d) is amended as follows:

Arising out of his or her providing or failing to provide professional services. However, your "employees" are insured with respect to their providing or failing to provide professional

services in connection with your business of owning or operating a cemetery.

C. SECTION II - LIMITS OF INSURANCE

The following is added to **SECTION II – LIABILITY D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE:**

- 1) The Limits of Insurance shown in the Schedule or Declaration and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) Claims made or "suits" brought; or
 - c) Persons or organizations making claims or bringing "suits".
- 2) The Cemetery Professional Aggregate Limit is the most we will pay for all damages because of or arising in any way out of a "wrongful act" to which this insurance applies.
- 3) Subject to the Cemetery Professional Aggregate Limit, the Cemetery Professional Occurrence Limit is the most we will pay for all damages sustained in any one "occurrence".
- 4) The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

D. SECTION III – COMMON POLICY CONDITIONS

The following is added to **Section III – Common Policy Conditions:**

Other Coverage

1. Insurance might be provided for the same claim by this Endorsement and also by other Coverage Parts, endorsements, or policies issued to you by us or any of our affiliates. If this occurs, the maximum that we will pay under all such Coverage Parts, endorsements, or policies combined is the highest limit that applies in any one of these Coverage Parts, endorsements or policies.
2. This provision does not apply to insurance that is purchased specifically to apply in excess of the Limits of Insurance of this Coverage Part.

E. SECTION II – DEFINITIONS

The following additional definitions are hereby added or replaced:

1. "Bodily Injury"

For the purposes of this insurance, the definition of "bodily injury" is replaced by the following:

- a. "Bodily Injury" means bodily injury, sickness or disease sustained by a person. "Bodily injury" includes mental anguish, mental injury, shock, fright or death resulting from physical injury.

2. "Discrimination"

"Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

3. "Wrongful Act"

"Wrongful Act" means:

a. Any:

- 1) Malpractice, error or omission in the embalming, handling, disposition, cremation, burial, disinterment, or removal of any deceased human body;
- 2) Any:

- a) Malpractice, error; or omission in the conduct of any memorial service. A deceased human body need not be present at such services; or
- b) Injury to destruction of or interference with the right of burial of a deceased human body; or

b. "Property Damage" to:

- 1) Deceased human bodies, their clothing, or cremated remains; or
- 2) Caskets, urns, crypts, mausoleums vaults or fittings or containers other than those in your possession for sales purposes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW HAMPSHIRE CHANGES – BUSINESSOWNERS CONDOMINIUM, CO-OP,
ASSOCIATION - DIRECTORS AND OFFICERS LIABILITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION - DIRECTORS AND OFFICERS
LIABILITY ENDORSEMENT**

- A.** Paragraph **q.** of **Section I.2. Exclusions** is hereby deleted.
- B.** Section **E. EXTENDED REPORTING PERIOD** is deleted and replaced with the following:

E. EXTENDED REPORTING PERIOD

1. AUTOMATIC EXTENDED REPORTING PERIOD

For no additional premium, we will provide an Automatic Extended Reporting Period for the coverage granted under this endorsement, with respect to any “claim” first made during a period of 60 days after the policy termination date, but only with respect to any “wrongful act” committed prior to the end of the policy period and otherwise covered under the endorsement. The Automatic Extended Reporting Period shall not apply to you if you have purchased insurance from us or any other insurer covering such “claim”.

2. OPTIONAL EXTENDED REPORTING PERIOD

- a.** If this endorsement is terminated for any reason, you shall have the right, upon payment of an additional premium, to a three year extension of the Reporting Period for any “claim” first made and reported against you after the date upon which the policy period ends, but only with respect to “wrongful acts” committed prior to the end of the policy period and otherwise covered by this endorsement. Such period shall be referred to as the Optional Extended Reporting Period. If the Optional Extended Reporting Period is purchased, then the Automatic Extended Reporting Period, as described in Paragraph 1. above, does not apply. We will determine the additional premium in accordance with our rules and rates. The additional premium will not exceed 100% of the annual premium for this endorsement. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- b.** You must request this Optional Extended Reporting Period in writing and must pay us the additional premium within 60 days following the date of such cancellation, nonrenewal or termination. If we do not receive your request and premium payment within 60 days following the date of such cancellation, nonrenewal or termination, your right to purchase the Optional Extended Reporting Period shall end.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW HAMPSHIRE CHANGES – BUSINESSOWNERS PRINTERS AND GRAPHIC
ARTS ERRORS AND OMISSION LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY
COVERAGE**

A. Exclusion **r. Cross Claims** is deleted and replaced with the following:

r. Cross Claims

Any claims against any insured that are brought by or on behalf of:

- (1)** any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by you;
- (2)** any parent company, subsidiary, successor or assignee of yours, or anyone affiliated with you or such business entity through common majority ownership or control; or
- (3)** any other person or organization qualifying as an insured under this endorsement.

However, this exclusion will not act to preclude intra-family or inter-spousal claims.

BUSINESSOWNERS FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declaration Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

BUSINESSOWNERS CONDOMINIUM , CO-OP, ASSOCIATION – DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT 391-0863

BROADENINGS OF COVERAGE

Who is an Insured: The following are added as insureds:

- (1) Past, present, or future, directors, officers, and trustees;
- (2) The lawful spouse or domestic partner of an insured;
- (3) Employees and volunteer workers;
- (4) Persons or organizations acting as Real Estate Property Managers.

CLARIFICATIONS OR NO IMPACT IN COVERAGE

The following Exclusions have been added to clarify what is not covered:

- (1) Workers Compensation and Employers Liability
- (2) Asbestos;
- (3) Professional Services;
- (4) Intended, Willful, Dishonest, Fraudulent, Criminal, or Malicious Acts, Errors, or Omissions;
- (5) Employment Related Practices,
- (6) Communicable Disease;
- (7) Fungi or Bacteria;
- (8) Violation of Statutes that govern e-mails, fax, phone calls or other methods of sending material or information.

Retroactive Date: A Retroactive Date has been added to the form. This insurance does not apply to wrongful acts committed before the Retroactive Date, if any, shown in the schedule.

SERFF Tracking Number: *HNVR-126395292* State: *New Hampshire*
 First Filing Company: *Massachusetts Bay Insurance Company, ...* State Tracking Number:
 Company Tracking Number: *ML-CW-09747-01F*
 TOI: *05.0 CMP Liability and Non-Liability* Sub-TOI: *05.0002 Businessowners*
 Product Name: *Avenues BOP*
 Project Name/Number: *Avenues BOP NH/ML-CW-09747-01F*

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Filing Memorandum	Informational	12/23/2009
Comments:			
Attachment:			
	BOP Form Explanatory Memo- All states with Cemetery Profes....pdf		

		Item Status:	Status Date:
Bypassed - Item:	NH Retaliatory Fees		
Bypass Reason:	Not applicable.		
Comments:			

THE HANOVER INSURANCE GROUP

**AVENUES BUSINESSOWNERS FORM EXPLANTORY MEMORANDUM
November, 2009**

The Hanover Insurance Group propose to introduce a number of endorsements to support continuing product enhancements to our Avenues Businessowners Product. We are also submitting additional forms applying to the Commercial Umbrella Coverage Part. The rate for the endorsements, if any, is outlined in the rate explanatory memorandum.

In response to market needs and our commitment to product improvement, Hanover Insurance Group respectfully requests your review and approval of the following endorsements/coverage forms to complement the Avenues Businessowners Product:

Effective dates for new and renewal policies is contained in the filing.

Avenues Businessowners Forms

- **391-1349 08 09 – Avenues Businessowners Pet Services Deluxe Broadening Endorsement**

We are expanding our coverage offering for insureds in the pet services industry. We have designed a new broadened coverage form available to the following classifications:

NAICS	Classification Description	Class Code
812910	Kennels, Breeding, Boarding or Sales	45450
812910	Pet Daycare	85132
812910	Pet Grooming	16402
812910	Pet Motels / Hotels	85133
812910	Pet Training	85046
541940	Veterinary Hospital	99851

The Avenues Businessowners Pet Services Deluxe Broadening Endorsement provides a number of broadened coverages tailored to fit the needs of insureds in the Pet Services industry. This broadening endorsement is an optional endorsement and is a new offering. There will be no rate effect for policies in force.

- **391- 1385 10 09 – Avenues Businessowners Deluxe Silver Architects and Engineers Broadening Endorsement**

We are expanding our coverage offering for Architects and Engineers. This endorsement provides broadened coverage tailored to the needs of architects and engineers. The endorsement will be available to the following classifications:

NAICS	Classification Description	Class Code
541310	Architectural Services Offices	92663
541330	Engineering Services Offices	92663

The broadening endorsement is an optional endorsement and is a new offering. There will be no rate effect for policies in force.

- **391- 1386 10 09 – Avenues Businessowners Deluxe Gold Architects and Engineers Broadening Endorsement**

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We have also developed an additional broadening endorsement available to Architects and Engineers with selected coverages at higher limits. This endorsement will be available to the architectural and engineering services outlined above. The broadening endorsement is an optional endorsement and a new offering. There will be no rate effect for policies in force.

Broadening endorsements available to all classifications eligible for the Avenues Businessowners product

We have developed four new broadening endorsements to provide additional options and coverages available through a single endorsement. The endorsements were developed to complement our existing Special and Deluxe endorsement offerings. These endorsements offer various combinations and limits of coverage to provide insureds with flexibility in coverage purchases. The endorsements being submitted are:

- **391-1403 12 09 Avenues Businessowners Deluxe Bronze Broadening Endorsement**

This endorsement provides basic coverages with increased limits and no blanket limit.

- **391-1389 12 09 Avenues Businessowners Deluxe Silver Broadening Endorsement**

This endorsement provides basic coverages with increased limits and also includes a blanket limit of \$150,000 for a group of coverages as outlined in the endorsement.

- **391-1388 12 09 Avenues Businessowners Deluxe Gold Broadening Endorsement**

This endorsement provides basic coverages with increased limits and also includes a blanket limit of \$250,000 for a group of coverages as outlined in the endorsement.

- **391-1387 12 09 Avenues Businessowners Deluxe Platinum Broadening Endorsement**

This endorsement provides basic coverages with increased limits and also includes a blanket limit of \$350,000 for a group of coverages as outlined in the endorsement.

These endorsements are optional and a new offering. There will be no rate effect for policies in force.

- **391-1390 12 09 Condominium Extension Endorsement**

This endorsement will be attached to all new and renewal condominium policies. It provides the insured with an expanded definition of building to include outdoor pools and spas, bridges, driveways, walks and patios within 1,000 feet of the premises. There is no charge for this endorsement.

- **391-1391 12 09 Protective Devices for Restaurants**

This endorsement expands the protective devices provision to include the activation and maintenance of restaurant cooking equipment. The endorsement will be attached to classifications where cooking equipment is present. There is no premium charge for this endorsement.

- **391-1392 12 09 Household Personal Property Coverage**

This endorsement extends the Business Personal Property to include household personal property that is ordinary to the insured's use of a dwelling for Bed and Breakfast services. The pricing follows the rates for Business Personal Property – this endorsement is optional.

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- **391-1393 12 09 Guests' Property**

This endorsement provides coverage for the insured's liability in connection with Hotel/Motel and Bed and Breakfast services for guests' property. It is an optional endorsement and there is a premium charge for this endorsement. See rate explanatory memorandum.

- **391-1394 12 09 Apartment Extension Endorsement**

This endorsement broadens the definition of a building to include outdoor swimming pools and spas, bridges, driveways, walks or patios within 1,000 feet of the premises. The endorsement also provides tenant relocation expense of \$5,000 per "occurrence". The endorsement will be attached to all new and renewal policies. There is no premium charge for this endorsement.

- **391-1395 12 09 Building Owners Extension Endorsement**

This endorsement broadens the definition of a building to include walks, patios and underground lawn sprinkler systems. The endorsement will be attached to all new and renewal lessor's risk policies. There is no premium charge for this endorsement.

- **391-1396 12 09 Hotel and Motel Extension Endorsement**

This endorsement broadens the building definition to include fences, retaining walls, radio and TV antennas, bridges, driveways walks and patios within 1,000 of the premises. The endorsement will be attached to all new business hotel and motel classifications. There is no premium charge for this endorsement.

- **391-1397 12 09 Manufacturers Extension Endorsement**

This endorsement provides manufacturing risks with an additional valuation provision for machinery and equipment and additional items for valuable papers for printer classifications. This endorsement will be attached to all new and renewal manufacturing risks. There is no premium charge for this endorsement.

- **391-1398 12 09 Office, Processing and Services Extension Endorsement**

This endorsement provides office, processing and service classifications with Theft of Telephonic Services for a policy limit of \$25,000 and provides additional definition of valuable papers for printer classifications. This endorsement will be attached to all new and renewal office, processing and service classifications. There is no charge for this endorsement.

- **391-1401 12 09 Avenues Businessowners Deluxe Gold Medical and Dental Offices Broadening Endorsement**

This endorsement complements our existing Avenues Businessowners Medical Offices endorsement and is an additional endorsement that a medical or dental office may choose. This endorsement provides additional coverages and some higher limits. The endorsement is optional and a new offering. There will be no rate effect on existing policies.

- **391-1402 12 09 Avenues Businessowners Technology Deluxe Gold Broadening Endorsement.**

This endorsement complements our existing Avenues Businessowners Technology Deluxe Broadening Endorsement and is an additional endorsement that risks in the technology sector can choose from. This endorsement provides additional coverages and some higher limits. The endorsement is optional and a new offering. There will be no rate effect on existing policies.

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- **391-1404 12 09 Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage**

This endorsement provides coverage for errors and omissions arising out of printers or graphic arts operations. The coverage language has been updated to better reflect printer and graphic arts operations exposures. This endorsement is replacing the existing Printers Errors & Omissions Liability Form BP 08 04. We are also including a side-by-side comparison of the existing form to the new proposed form. A notice to policyholder will be attached to all renewal policies providing BP 08 04 outlining the changes. The current rates will be utilized for this new coverage form.

The following endorsements are being introduced and are available when the Printers and Graphic Arts Errors and Omissions Liability Coverage is purchased:

- **391-1409 12 09 Businessowners Cost of Mailing Corrections Exclusion**

This endorsement excludes the costs of mailing or delivery. The endorsement is optional and there is no premium adjustment for use of this endorsement.

- **391-1410 12 09 Businessowners Cost to Correct, Repair or Replace**

This endorsement provides coverage for correct, repair or replacement of insured's product or work performed by insured when the Printers and Graphics Arts Errors and Omissions Liability Coverage is provided. The endorsement is optional for an additional premium.

- **391-1411 12 09 Businessowners Direct Mailing Services Endorsement**

This endorsement amends the definition of printing and graphic arts services contained in the Printers and Graphic Arts Errors and Omissions Liability Coverage to provide for coverage for direct mailing services. This is an optional endorsement and there is no premium adjustment for its use.

- **391-1405 12 09 Worldwide Coverage Territory**

This endorsement expands the coverage territory to be worldwide when a suit is brought against the insured in the United States. This endorsement is optional and there is no premium adjusted for its use.

- **391-1406 12 09 Exclusion – Personal and Advertising Injury from Internet Activities**

This endorsement adds additional exclusions to Personal and Advertising Injury from insured's Internet activities. This endorsement is optional and there is no premium adjustment for its use.

- **391-1407 12 09 Exclusion – Professional Services**

This endorsement amends the professional liability exclusion to apply to wrongful acts. This endorsement is optional and there is no premium adjustment for its use.

- **391-1408 12 09 Exclusion – Imported Products**

This endorsement provides a method to exclude imported products from coverage. This endorsement is optional and there is no premium adjustment for its use.

- **391-0863 12 09 Businessowners Condominium, Co-Op, Association – Directors and Officers Liability Endorsement**

We are revising our current Condominium Association Directors and Officers Liability Insurance now offered under Form No. 391-0863. A side by side comparison is included outlining the changes made to the coverage form. Highlights of coverage changes include a

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broadened definition of who is an insured, the inclusion of a retroactive date, and updating of coverage language. A notice to policyholders will be attached to any renewal policy providing this coverage. There is no change to the current rates for this coverage.

- **The following endorsements are being introduced and are available when the Businessowners Condominium, Co-Op, Association – Directors and Officers Liability is purchased:**

- **391-1063 12 09 Condominium, Co-Op, Association – Directors & Officers – Deletion of Insurance Exclusion**

This endorsement replaces an existing endorsement. The only change is the title has been updated.

- **391-1416 12 09 Businessowners Condominium, Co-Op, Association, Directors and Officers Liability Developer, Sponsor, Contractor Exclusion**

This endorsement excludes damages for contractors, subcontractors, builder, sponsor, or developer from the directors and officers liability coverage. This is an optional endorsement. There is no premium adjustment for its use.

- **391-1415 12 09 Condominium, Co-Op, Association – Directors and Officers Additional Insureds**

This endorsement provides the capability of naming individuals as additional insureds for the directors and officers liability. This is an optional endorsement. There is no premium adjustment for its use.

- **391-1412 12 09 Businessowners Condominium, Co-Op, Association – Directors and Officers Liability Purchased Extended Reporting Period Endorsement – 3 years**

This endorsement provides a 3 year extended reporting period and may be purchased at the option of the insured under certain conditions.

- **391-1413 12 09 Employee Benefits Liability Coverage – Claims Made**

This endorsement provides coverage for the legal obligation of an insured because of any act, error or omission in the administration of employee benefits on a claims-made basis. The endorsement is optional and rates are being filed with this request.

- **391-1414 12 09 Food Contamination**

This endorsement provides insured with the option of purchasing coverage for business income due to food contamination under circumstances outlined in the coverage as well as coverage for additional advertising expenses to restore the insured's reputation. This endorsement is optional. We will utilize the ISO developed rates for this endorsement.

- **391-1417 12 09 Exclusion – Infringement of Copyright, Patent, Trademark or Trade Secret – Changes**

This endorsement modifies the infringement of copyright exclusion in the basic form. The exclusion is expanded to add trade dress, trade name and malice. This is an optional endorsement and there is no premium adjustment for its use.

- **391-1418 12 09 Personal and Advertising Injury Redefined**

This endorsement modifies the definition of personal and advertising injury to eliminate coverage for violation of a person's right of privacy. This is an optional endorsement and there is no premium adjustment for its use.

- **391-1419 12 09 Total Exclusion – Tanning Operations**

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This endorsement excludes any liability associated with tanning operations. This is an optional endorsement and there is no premium adjustment for its use.

- **391-1420 12 09 Products/Completed Operations Hazard Redefined**

This endorsement amends coverage to apply to bodily injury or property damage arising out of the products hazard whether such bodily injury or property damage occurs on the insured's premises or elsewhere. This endorsement is optional and there is no premium adjustment for its use.

- **391-1421 12 09 Garage Operations – Broad Form Products Coverage**

This endorsement amends products coverage for garage operations to include property damage to insured's products. This is an optional endorsement. There is no premium adjustment for its use.

- **391-1422 12 09 Extended Broad Form Property Damage**

This endorsement modifies coverage to provide extended broad form property damage with limit and deductible options. This is an optional endorsement. See rate explanatory memorandum for rates to be charged when this endorsement is used.

- **391-1423 12 09 Garagekeepers – Legal Liability Coverage Endorsement**

This endorsement provides garagekeepers coverage on a legal liability basis. The endorsement is optional. See rate explanatory memorandum for rates to be charged when this endorsement is used.

- **391-1424 12 09 Exclusion – Designated Ongoing Operations**

This endorsement is an optional endorsement used to exclude designated ongoing operations. There is no premium adjustment for its use.

- **391-1425 12 09 Exclusion – All Hazards in Connection with Designated Premises**

This endorsement is an optional endorsement used to exclude all hazards in connection with a designated premises. There is no premium adjustment for its use.

- **391-1426 12 09 Exclusion – All Hazards in Connection with Designated Premises or Operations**

This endorsement is an optional endorsement used to exclude all hazards in connection with a designated premises or designated operations. There is no premium adjustment for its use.

- **391-1427 12 09 Water Back-Up and Sump Overflow**

This endorsement is an optional endorsement that extends property coverage to apply when loss is caused by water back-up or sump overflow with optional limits as set out in the state rate pages. See rate explanatory memorandum for rates to be charged when this endorsement is used.

- **391-1428 12 09 Exclusion – Designated Work**

This endorsement is an optional endorsement used to exclude designated work. There is no premium adjustment for its use.

- **391-1429 12 09 Snow Plow Products – Completed Operations Hazard Coverage**

This endorsement provides products-completed operations for snow plow operations. This is an optional endorsement and there is no premium adjustment for its use.

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- **391-1430 12 09 Exclusion – Designated Products**

This endorsement is used to exclude designated products. It is an optional endorsement and there is no premium adjustment for its use.

- **391-1431 12 09 Exclusion – Products – Completed Operations Hazard**

This endorsement is used to exclude the products-completed operations hazard. It is an optional endorsement and there is no premium adjustment for its use.

- **391-1432 12 09 Designated Construction Project(s) General Aggregate Limit**

This endorsement is used to provide a general aggregate limit for designated construction project(s). It is an optional endorsement and there is no premium adjustment for its use.

- **391-1327 11 08 Cemetery Professional Liability**

This endorsement provides Cemetery Professional Liability Coverage for owner and operators of a cemetery on an Occurrence basis

Commercial Businessowners Umbrella Coverage Part

The following endorsements are being submitted to be used in connection with our Businessowners Umbrella Coverage part. The endorsements listed below modify the umbrella coverage part.

- **473-1169 12 09 Exclusion – Imported Products**

This endorsement provides a method to exclude imported products from coverage. This endorsement is optional and there is no premium adjustment for its use.

- **473-1170 12 09 Exclusion – Personal and Advertising Injury From Internet Activities**

This endorsement adds additional exclusions to Personal and Advertising Injury from insured's Internet activities. This endorsement is optional and there is no premium adjustment for its use.

- **473-1171 12 09 Exclusion – Professional Services**

This endorsement amends the professional liability exclusion to apply to wrongful acts. This endorsement is optional and there is no premium adjustment for its use.

- **473-1172 12 09 Excess Printers and Graphic Arts Errors and Omissions Liability Coverage**

This endorsement is used to provide umbrella limits for Printers and Graphic Arts Errors and Omissions. This is an optional endorsement.

- **473-1173 12 09 Commercial Liability Umbrella Direct Mailing Services Endorsement**

This endorsement modifies the definition of printing and graphic arts services. This is an optional endorsement and there is no premium adjustment for its use.

- **473-1174 12 09 Excess Printers and Graphic Arts Cost to Correct**

This endorsement is used to provide excess coverage for cost of correction for printers and graphic arts operations. This is an optional endorsement and premium developed is included in the underlying premium calculation.

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- **473-1175 12 09 Commercial Liability Umbrella Cost of Mailing Corrections Exclusion**

This endorsement is used to exclude the cost of mailing corrections in connection with Printers and Graphic Arts Errors & Omissions coverage. This is an optional endorsement and there is no premium adjustment for its use.

- **473-1176 12 09 Excess Businessowners Condominium, Co-Op, Association – Directors and Officers Liability**

This endorsement is used to provide excess coverage for condominium, Co-Op and Association Directors and Officers Liability. This is an optional endorsement and premium developed is included in the underlying premium calculation.

The following endorsements are options that may be used in connection with the Excess Businessowners Condominium, Co-Op, Association Directors and Officers Liability when the umbrella coverage part includes the Directors and Officers Liability:

- **473-1178 12 09 Excess Condominium, Co-Op, Association – Directors and Officers Liability – Insurance Exclusion Deletion**

This endorsement is optional and is used to delete the insurance exclusion provision. There is no premium adjustment for its use.

- **473-1179 12 09 Excess Businessowners Condominium, Co-Op, Association- Directors and Officers Liability Developer, Sponsor, Contractor Exclusion**

This endorsement excludes damages for contractors, subcontractors, builder, sponsor, or developer from the directors and officers excess liability coverage. This is an optional endorsement. There is no premium adjustment for its use.

- **473-1177 12 09 Purchased Extended Reporting Period Endorsement – 3 Years**

This endorsement is used to provide a purchased 3 year extended reporting period. The extended reporting period may be purchased at the insured's request.

- **473-1180 12 09 Exclusion – Infringement of Copyright, Patent, Trademark, or Trade Secret – Changes**

This endorsement modifies the infringement of copyright exclusion in the basic form. The exclusion is expanded to add trade dress, trade name and malice. This is an optional endorsement and there is no premium adjustment for its use.

- **473-1181 12 09 Personal and Advertising Injury Redefined**

This endorsement modifies the definition of personal and advertising injury to eliminate coverage for violation of a person's right of privacy. This is an optional endorsement and there is no premium adjustment for its use.

- **473-1061 11 08 Cemetery Professional Liability**

This endorsement provides Follow Form Cemetery Professional Liability Coverage for owner and operators of a cemetery on an Occurrence basis

SERFF Tracking Number: HNVN-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/23/2009	Form	Cemetary Professional Liability Insurance	01/05/2010	391-1327 BOP Cemetery Professional Liability.pdf (Superceded)
11/23/2009	Form	Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Endorsement	01/05/2010	391-0863 12 09 BOP Claims Made D and O Endorsement.defense outside.pdf
11/23/2009	Form	Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion	01/05/2010	391-1063 12 09 BOP CONDO ENDORSEMENT REMOVING INSURANCE EX....pdf
11/23/2009	Form	Businessowners Printers and Graphic Arts Errors and Omissions Liability Coverage	01/05/2010	391-1404 12 09 BOPPrintersEOForm.pdf
11/23/2009	Form	Exclusion - Designated Work	01/05/2010	
11/23/2009	Form	Advisory Notice to Policyholder Condominium Directors and Officers Liability	01/19/2010	391-1434 12 09 BOP Advisory Notice to Policyholders- Condo....pdf (Superceded)
11/23/2009	Form	Exclusion - Imported Products	01/19/2010	473-1169 12 09 UmbrellaExclusion-Imported

SERFF Tracking Number: HNVN-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

Productsfinal.pdf
 (Superceded)

11/23/2009	Form	Exclusion - Personal and Advertising Injury from Internet Activities	01/19/2010	473-1170 12 09 UmbrellaExclusion-PAIfromInternetActivitiesfinal.pdf (Superceded)
11/23/2009	Form	Exclusion - Professional Services	01/19/2010	473-1171 12 09 UmbrellaExclusion-ProfessionalServicesfinal.pdf (Superceded)
11/23/2009	Form	Excess Printers and Graphic Arts Errors and Omissions Liability Coverage	01/19/2010	473-1172 12 09 ExcessBOPPrintersEandOFo rm.pdf (Superceded)
11/23/2009	Form	Commercial Liability Umbrella Direct Mailing Services Endorsement	01/19/2010	473-1173 12 09 Umbrella Direct mailing endorsementfinal.pdf (Superceded)
11/23/2009	Form	Excess Printers and Graphic Arts Cost to Correct	01/19/2010	473-1174 12 09 excess cost to correct.BOPfinal.pdf (Superceded)
11/23/2009	Form	Commercial Liability Umbrella Cost of Mailing Corrections Exclusion	01/19/2010	473-1175 12 09 Umbrella Cost of Mailing Corrections Exclusionfinal.pdf (Superceded)
11/23/2009	Form	Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Coverage	01/19/2010	473-1176 12 09 Excess BOP Claims Made D and O Endorsement.defense outside.pdf (Superceded)

SERFF Tracking Number: HNVN-126395292 State: New Hampshire
 First Filing Company: Massachusetts Bay Insurance Company, ... State Tracking Number:
 Company Tracking Number: ML-CW-09747-01F
 TOI: 05.0 CMP Liability and Non-Liability Sub-TOI: 05.0002 Businessowners
 Product Name: Avenues BOP
 Project Name/Number: Avenues BOP NH/ML-CW-09747-01F

11/23/2009	Form	Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability - 3 year ERP	01/19/2010	473-1177 12 09 EXCESS BUSINESSOWNERS CONDOMINIUM EXTENDED REPORTING ENDORSEMENT.pdf (Superseded)
11/23/2009	Form	Excess Condominium, Co-Op, Association - Directors & Officers - Insurance Exclusion Deletion	01/19/2010	473-1178 12 09 EXCESS CONDO D O INSURANCE EXCLUSION DELET....pdf (Superseded)
11/23/2009	Form	Excess Businessowners Condominium, Co-Op, Association - Directors & Officers Liability Developer, Sponsor, Contractor Exclusion	01/19/2010	473-1179 12 09 EXCESSEndorsement.exclus ionre.buildersponsordevelope r.pdf (Superseded)
11/23/2009	Form	Exclusion - Infringement of Copyright, Patent, Trademark or Trade Secret - Changes	01/19/2010	473-1180 12 09 Umbrella Exclusion InfringementChangesfinal.pdf (Superseded)
11/23/2009	Form	Personal and Advertising Injury Redefined	01/19/2010	473-1181 12 09 UmbrellaExclusion- PersonalandAdvertisingInjury Redefinedfinal.pdf (Superseded)
11/23/2009	Form	Cemetary Professional Follow Form Liability Insurance	01/19/2010	473-1061 Umbrella Cemetery Professional Liability.pdf (Superseded)

CEMETERY PROFESSIONAL LIABILITY INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Schedule

Cemetery Professional Liability Each Occurrence Limit \$

Cemetery Professional Liability Aggregate Limit \$

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

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of rendering or failure to render professional services as an owner or operator of a cemetery.

A. SECTION I - COVERAGES

The following is added to **SECTION II – LIABILITY A. COVERAGE**

Coverage D - Cemetery Professional Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of a "wrongful act" in the rendering of or failure to render professional services as an owner or operator of a cemetery. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - 1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
 - 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.
- b. This insurance applies to "bodily injury" or "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by a "wrongful act" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period.

2. Exclusions

- a. Solely with respect to the cemetery professional liability insurance provided by this endorsement, the following exclusions apply.

The following exclusions apply even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

This insurance does not apply to any claims arising out of:

1) Expected or Intended Injury

Any intentional, dishonest, fraudulent, criminal, wrongful, or malicious act, error or omission, committed by, knowingly allowed or directed by any insured. This includes the willful or reckless violation of any statute.

2) "Discrimination"

Any actual or alleged "discrimination".

3) Professional Services

The rendering of or failure to render the following professional services by any insured:

- a) Notarizing, legal, accounting, or advertising services;
- b) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications;

- c) Engineering services, construction services, or property development, including related supervisory or inspection services;
- d) Medical or nursing services treatment, advice or instruction;
- e) Any health or therapeutic service treatment, advice or instruction;
- f) Any equipment or process used to tan skin;
- g) Body massage other than facial massage;
- h) Any service, treatment, advice, or instruction for the purposes of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- i) Any service, treatment, advice, or instruction relating to physical fitness or in connection with diet, cardiovascular fitness, body building, or physical training programs; or
- j) Pastoral or grief counseling.

4) Contractual Liability

Liability you assume under any contract or agreement. This exclusion does not apply to liability you would have in the absence of such contract or agreement.

5) Privacy

Any alleged or actual violation of any person or entity's privacy rights.

6) Workers' Compensation and Similar Laws

Any obligation of the insured under a Workers' compensation law, disability benefits law, unemployment compensation law; or any similar law.

7) Employer's Liability

"Bodily injury" to:

- a) An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the insured's business conduct; or
- b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a) above.

This exclusion applies:

- c) Whether the insured may be liable as an employer or in any other capacity; and

- d) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

8) Pollution

- 1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.
- 2) Any loss, cost or expense arising out of any:
 - a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing; containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of "pollutants".

9) "Personal and Advertising Injury"

"Personal and advertising injury".

10) "Property Damage"

"Property damage" to personal property in the care, custody or control of an insured.

However, this exclusion does not apply to:

- a) Deceased human bodies, their clothing, or cremated remains; or
- b) Caskets, urns, crypts, mausoleums, vaults or fittings or containers other than those in your possession for sales purposes.

B. SECTION II - WHO IS AN INSURED

Under **Section II – Liability C. Who Is An Insured**, Part 2. a. (1) (d) is amended as follows:

Arising out of his or her providing or failing to provide professional services. However, your "employees" are insured with respect to their providing or failing to provide professional services in connection with your business of owning or operating a cemetery.

C. SECTION II - LIMITS OF INSURANCE

The following is added to **SECTION II – LIABILITY D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE:**

- 1) The Limits of Insurance shown in the Schedule or Declaration and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) Claims made or "suits" brought; or
 - c) Persons or organizations making claims or bringing "suits".
- 2) The Cemetery Professional Aggregate Limit is the most we will pay for all damages because of or arising in any way out of a "wrongful act" to which this insurance applies.
- 3) Subject to the Cemetery Professional Aggregate Limit, the Cemetery Professional Occurrence Limit is the most we will pay for all damages sustained in any one "occurrence".
- 4) The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

D. SECTION III – COMMON POLICY CONDITIONS

The following is added to **Section III – Common Policy Conditions:**

Other Coverage

1. Insurance might be provided for the same claim by this Endorsement and also by other Coverage Parts, endorsements, or policies issued to you by us or any of our affiliates. If this occurs, the maximum that we will pay under all such Coverage Parts, endorsements, or policies combined is the highest limit that applies in any one of these Coverage Parts, endorsements or policies.
2. This provision does not apply to insurance that is purchased specifically to apply in excess of the Limits of Insurance of this Coverage Part.

E. SECTION II – DEFINITIONS

The following additional definitions are hereby added or replaced:

1. "Bodily Injury"

For the purposes of this insurance, the definition of "bodily injury" is replaced by the following:

a. "Bodily Injury" means bodily injury, disability, sickness or disease sustained by a person. "Bodily injury" includes mental anguish, mental injury, shock, fright or death resulting from physical injury.

2. "Discrimination"

"Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

3. "Wrongful Act"

"Wrongful Act" means:

a. Any:

1) Malpractice, error or omission in the embalming, handling, disposition, cremation, burial, disinterment, or removal of any deceased human body;

2) Any:

a) Malpractice, error; or omission in the conduct of any memorial service. A deceased human body need not be present at such services; or

b) Injury to destruction of or interference with the right of burial of a deceased human body; or

b. "Property Damage" to:

1) Deceased human bodies, their clothing, or cremated remains; or

2) Caskets, urns, crypts, mausoleums vaults or fittings or containers other than those in your possession for sales purposes.

BUSINESSOWNERS FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declaration Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

BUSINESSOWNERS CONDOMINIUM , CO-OP, ASSOCIATION – DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT 391-0863

BROADENINGS OF COVERAGE

Who is an Insured: The following are added as insureds:

- (1) Past, present, or future, directors, officers, and trustees;
- (2) The lawful spouse or domestic partner of an insured;
- (3) Employees and volunteer workers;
- (4) Persons or organizations acting as Real Estate Property Managers.

CLARIFICATIONS OR NO IMPACT IN COVERAGE

The following Exclusions have been added to clarify what is not covered:

- (1) Workers Compensation and Employers Liability
- (2) Asbestos;
- (3) Professional Services;
- (4) Intended, Willful, Dishonest, Fraudulent, Criminal, or Malicious Acts, Errors, or Omissions;
- (5) Employment Related Practices,
- (6) Communicable Disease;
- (7) Fungi or Bacteria;
- (8) Lead Poisoning;
- (9) Violation of Statutes that govern e-mails, fax, phone calls or other methods of sending material or information.

Retroactive Date: A Retroactive Date has been added to the form. This insurance does not apply to wrongful acts committed before the Retroactive Date, if any, shown in the schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- IMPORTED PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to **Paragraph 2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Paragraph 2. Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any products or components, including any warranties or representations made at any time, that are sold or distributed by you or on your behalf that were not manufactured or assembled in the United States of America (including its territories and possessions).

This exclusion does not apply if the manufacturer of the product or entity from whom you acquire the product has a legal presence in the United States of America (including its territories and possessions) and is subject to any state or federal jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-PERSONAL AND ADVERTISING INJURY FROM INTERNET ACTIVITES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to “Personal and Advertising Injury” arising out of:

1. the insured’s dissemination or other use of “matter” on the Internet; or
2. the transaction of business on the Internet.

B. For the purposes of this endorsement, the following definition applies:

1. “Matter” means printed, verbal, numerical, audio or visual expression, or any other expression, regardless of the medium upon which such expression is fixed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to **Paragraph 2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Paragraph 2. Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

1. “bodily injury”, “property damage” or “personal and advertising injury” arising out of any “wrongful act” committed by you or on your behalf and arising out of the rendering or failure to render “professional services” in the conduct of your business regardless of whether or not any such service, advice or instruction is ordinary to your profession.

2. any “costs” resulting directly or indirectly from any “wrongful act” committed by or on behalf of the insured and arising out of the rendering or failure to render “professional services” in the conduct of the insured’s business.

B. For the purposes of this exclusion, the following definitions apply:

1. “Costs” mean fines, sanctions, statutory penalties, fees, punitive damages, exemplary damages, multiplied damages, liquidated damages and any other expenses.

2. “Professional services” includes but is not limited to any of the following services:

(a) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stock-broker, publishing, architects or insurance services;

(b) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(c) Supervisory, inspection or engineering services;

(d) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(e) Any health or therapeutic service treatment, advice or instruction;

(f) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including use or exposure to any sun lamp, tanning booth or other similar appliance;

(g) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(h) Body piercing services;

(i) Services in the practice of pharmacy;

(j) Management, Human Resource, Technology, Testing, Media or Public Relations consulting services; or

(k) Computer Software Development.

3. “Wrongful act” means any alleged act, error or omission, committed solely in the performance of “professional services”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE

Except as modified in this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Schedule

Printers and Graphic Arts Errors and Omissions Liability Each Claim Limit \$

THIS COVERAGE IS SUBJECT TO THE AGGREGATE LIMIT DESCRIBED IN THE POLICY
DECLARATIONS PAGE LIMIT OF LIABILITY

I. COVERAGE C - PRINTERS AND GRAPHIC ARTS SERVICES ERRORS AND OMISSIONS LIABILITY

For purposes of the coverage provided by this endorsement the following is added to **SECTION I – COVERAGES:**

1. Insuring Agreement

- a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “damages” arising out of any negligent act, error or omission committed by or on behalf of the insured in the course of providing or failing to provide “printing and graphic arts services” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking such “damages” when the limits of “underlying insurance” have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other “suit” seeking damages to which this insurance may

apply. However, we will have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. At our discretion, we may investigate any negligent act, error or omission that may involve this insurance and settle any resultant claim or “suit” for which we have the duty to defend. But:

- (1) The amount we will pay for the “ultimate net loss” is limited as described in the Schedule and **SECTION III – LIMITS OF INSURANCE;** and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B or C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - COVERAGES A, B AND C.**

- b. This insurance applies to “damages” only if:

- (1) The “damages” are caused by a negligent act, error or omission that takes place in the “coverage territory” during the policy period; and
 - (2) Prior to the policy period, no insured listed under **SECTION II – WHO IS AN INSURED** paragraph 1. and no “employee” authorized by you to give or receive notice of a negligent act, error or omission or claim knew that “damages” caused by a negligent act, error or omission had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that “damages” caused by a negligent act, error or omission occurred, then any continuation, change or resumption of such “damages” during or after the policy period will be deemed to have been known prior to the policy period.
 - (3) “Damages” which occur during the policy period and were not, prior to the policy period, known to have occurred by any insured listed under **SECTION II – WHO IS AN INSURED** paragraph 1. or any “employee” authorized by you to give or receive notice of a negligent act, error or omission or claim, includes any continuation, change or resumption of “damages” after the end of the policy period.
- c. “Damages” will be deemed to have been known to have occurred at the earliest time when any insured listed under

SECTION II – WHO IS AN INSURED paragraph 1. or any “employee” authorized by you to give or receive notice of a negligent act, error or omission or claim:

- (1) Reports all or any part of the “damages” to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the “damages”; or
- (3) Becomes aware by any other means that “damages” have occurred or have begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

“Damages” expected or intended from the standpoint of the insured, as well as “damages” arising out of any willful, dishonest, fraudulent, criminal, or malicious act, error or omission committed by the insured or any person for whom the insured is legally responsible.

b. Contractual Liability

“Damages” for which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Workers' Compensation And Similar Laws

Any obligation the insured may have to pay under any workers compensation act, employer's liability law, unemployment compensation law, disability benefit law, or any similar local, state, federal or foreign law or regulation.

d. Employment-Related Practices

"Damages" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of "damages" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether you may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay damages because of the injury.

e. Aircraft, Auto Or Watercraft

"Damages" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the negligent act, error or omission which caused the "damages" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

f. Mobile Equipment

"Damages" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

g. "Personal And Advertising Injury", "Bodily Injury", and "Property Damage"

"Damages" arising out of "personal and advertising injury", "bodily injury", or "property damage".

h. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

i. Distribution of Material in Violation of Statutes

“Damages” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

j. Cost for Correction, Repair or Replacement

Costs or “damages” incurred for correction, repair, or replacement of:

- (1) “your product”, arising out of such products or any part of such products; or
- (2) “your work”, arising out of such work or any portion thereof.

This includes the cost of reprinting, recovery, shipment or the cost of additional services performed to correct deficiencies in the original services performed for others.

This exclusion does not apply:

- i. if the damaged work or the work out of which the “damage” arose was performed on your behalf by a subcontractor; or
- ii. to “damages” incurred due to the withdrawal or inspection of such products or work because of any known or suspected defects or deficiency therein.

k. Delay

“Damages” arising out of delay in or failure to complete “printing and graphic arts services”. However, this exclusion does not apply if the delay or failure is the result of a negligent act, error or omission in your “printing and graphic arts services”.

l. Cost Guarantees

“Damages” arising out of cost or price representations, assurances, guarantees, overruns or estimates being exceeded.

m. Professional Liability

“Damages” arising out of the rendering or failure to render any professional services except those covered by this

endorsement, including but not limited to:

- (1) preparing or approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) supervisory, inspection or engineering services.

n. Unfair Competition and Intellectual Property Rights

“Damages” arising out of:

- (1) Theft, misappropriation, misuse, infringement or contributory infringement of any intellectual property right.
- (2) False advertising, price fixing, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices or any violation of any securities, corporate governance or consumer protection laws, Racketeer Influenced and Corrupt Organizations Act (RICO), or any similar local, state, federal or foreign law or regulation.

o. Contests

“Damages” arising out of sweep-stakes, lotteries, contests, coupons, awards, prizes from advertisements, promotions, entry forms, or other games of chance.

p. Interference with Contractual Relationship

“Damages” arising out of tortious interference with the contractual relationships of others.

q. Pollution

- (1) “Damages” which would not have occurred in whole or part but for the

actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

r. Cross Claims

Any claims against any insured that are brought by or on behalf of:

- (1) any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by you;
- (2) any parent company, subsidiary, successor or assignee of yours, or anyone affiliated with you or such business entity through common majority ownership or control; or
- (3) any other person or organization qualifying as an insured under this endorsement.

3. Supplementary Payments

For purposes of the coverage provided by this endorsement

**SUPPLEMENTARY PAYMENTS
– COVERAGES A AND B** is amended to read:

**SUPPLEMENTARY PAYMENTS
– COVERAGES A, B AND C**

Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS** is amended to read:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

II. Who is an Insured

1. For purposes of the coverage provided by this endorsement **SECTION II – WHO IS AN INSURED** paragraph **1.c. (1)** is amended to read as follows:

- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded from the date you acquire or form the organization until the end of the current policy period;

2. Paragraph **2.** is deleted in its entirety.

III. Limits of Insurance

For purposes of the coverage provided by this endorsement **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

1. The Limits of Insurance shown in the Schedule to this endorsement, the Declarations and the rules

below fix the most we will pay regardless of the number of:

- a. Insureds;
 - b. Claims made, “suits” brought or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The Aggregate Limit in the Declarations is the most we will pay for the sum of all “ultimate net loss” under:
- a. Coverage A, except “ultimate net loss” because of “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a “covered auto”;
 - b. Coverage B; and
 - c. Coverage C.
3. Subject to Paragraph **2.** above, the Printers and Graphic Arts Errors and Omissions Limit is the most we will pay under Coverage C for the sum of all “ultimate net loss” because of all “damages” arising out of any one negligent act, error or omission.
4. If there is “underlying insurance” with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the “retained limit(s)” will only be reduced or exhausted by payments for:
- a. “Bodily injury” or “property damage” which occurs during the policy period of this Coverage Part;
 - b. “Personal and advertising injury” for offenses that are committed during the policy period of this Coverage Part; or
 - c. “Damages” for negligent acts, errors or omissions which occur during the policy period of this Coverage Part and arising out of “printing and graphic arts services”.

The Aggregate Limit as described in paragraph **2.** above, applies separately to each consecutive annual period and to

any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

IV. Conditions

For purposes of the coverage provided by this endorsement **SECTION IV – CONDITIONS** is amended to include the following:

Duties In The Event Of a Negligent Act, Error or Omission, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of a negligent act, error or omission or an offense, which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the negligent act, error or omission or offense took place;
 - (2) The names and addresses of anyone involved in the negligent act, error or omission, any injured persons, organizations and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the negligent act, error or omission or offense.

V. Definitions

For purposes of the coverage provided by this endorsement **SECTION V – DEFINITIONS** is amended to include the following:

1. "Damages" means economic loss which an insured is legally obligated to pay for any claim to which this insurance applies and shall include judgment and settlements. "Damages" does not include fines or penalties imposed by law, punitive or exemplary damages or other matters which may be deemed uninsurable

under the law pursuant to which the policy shall be construed.

2. "Printing and Graphic Arts Services" means the manual or electronic activities that are solely related to the processing that is distinctive and customary to the printing and graphic arts industry, including the preparation, production or distribution of printed material. Printed material includes material in an electronic document format intended to be capable of being printed. It does not include:
 - a. television, radio or video production;
 - b. internet hosting or Web page design;
 - c. mailing or postal services other than delivery of "your product" to a customer;
 - d. writing, editing, marketing, distributing, advertising or promoting of a customer's printed material; or
 - e. distribution of material through the internet.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL LIABILITY UMBRELLA DIRECT MAILING SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY

The definition of "Printing and Graphic Arts Services" is deleted and replaced by the following:

"Printing and Graphic Arts Services" means the manual or electronic activities that are solely related to the processing that is distinctive and customary to the printing and graphic arts industry, including the preparation, production or distribution of printed material, including mailing or other postal services performed by you on behalf of your customers. Printed material includes material in an electronic document format intended to be capable of being printed. It does not include:

- a. Television, radio or video production;
- b. Internet hosting or web page design;
- c. writing, editing, marketing, distributing, advertising or promoting of a customer's printed material; or
- d. Distribution of material through the internet.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCESS PRINTERS AND GRAPHIC ARTS COST TO CORRECT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Schedule

Printers and Graphic Arts Cost to Correct Each Claim Limit \$

THIS COVERAGE IS SUBJECT TO THE AGGREGATE LIMIT DESCRIBED IN THE POLICY DECLARATIONS PAGE LIMIT OF LIABILITY

- A.** For purposes of this endorsement, the following is added to **SECTION I – COVERAGES, COVERAGE C. PRINTERS AND GRAPHIC ARTS SERVICES ERRORS AND OMISSIONS LIABILITY:**
- e. Cost to Correct, Repair or Replace**
- We will pay up to the Cost to Correct Limit shown in the Schedule above for costs incurred for the correction, repair or replacement of:
 - “your product”; or
 - work performed by or on behalf of the Named Insured, including the materials, parts or equipment furnished by you or others in connection with such work that the Named Insured becomes legally obligated to pay as damages arising out of any negligent act, error or omission committed by or on behalf of the insured in the course of providing or failing to provide “printing and graphic arts services”.
 - Exclusion **j.** for “Costs or damages incurred for correction, repair, or replacement” is deleted.
- B.** For purposes of the coverage provided by this endorsement **SECTION III – LIMITS OF INSURANCE** is replaced with the following:
- The Limits of Insurance shown in this Schedule and any other Schedule of Limits attached to this policy, the Declarations and the rules below fix the most we will pay regardless of the number of:
 - Insureds;
 - Claims made, “suits” brought or number of vehicles involved; or
 - Persons or organizations making claims or bringing “suits”.
 - The Aggregate Limit in the Declarations is the most we will pay for the sum of all “ultimate net loss” under:
 - Coverage A, except “ultimate net loss” because of “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a “covered auto”;
 - Coverage B; and
 - Coverage C; and
 - Cost to Correct.
 - Subject to Paragraph 2.above, the Cost to Correct Limit shown in the schedule is the most we will pay under this endorsement for the sum of all “ultimate net loss” because of all “damages” arising out of any one Cost to Correct incident.

4. If there is “underlying insurance” with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the “retained limit(s)” will only be reduced or exhausted by payments for:
- a. “Bodily injury” or “property damage” which occurs during the policy period of this Coverage Part;
 - b. “Personal and advertising injury” for offenses that are committed during the policy period of this Coverage Part;
 - c. “Damages” for negligent acts, errors or omissions committed during the policy period of this Coverage Part and arising out of “printing and graphic arts services”; or
 - d. Cost to Correct.

The Aggregate Limit as described in paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Except as modified by this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL LIABILITY UMBRELLA COST OF MAILING
CORRECTIONS EXCLUSION**

This endorsement modifies insurance provided under the following:

EXCESS PRINTERS AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY

The following is added to paragraph 2.

Exclusions:

Costs of Mailing

Costs incurred for the mailing or delivery of any property when the mailing or delivery is necessary due to negligent acts, errors or omissions in the development, processing, manufacturing, alteration or repair of that property for which "printing and graphic arts services" were provided.

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ IT CAREFULLY.

**EXCESS BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION -
DIRECTORS AND OFFICERS LIABILITY**

CLAIMS-MADE WARNING

NOTICE: THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS COVERAGE PART APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Schedule

Condominium, Co-op, Association – Directors and Officers Each Claim Limit \$
THIS COVERAGE IS SUBJECT TO THE AGGREGATE LIMIT DESCRIBED IN THE POLICY DECLARATIONS PAGE LIMIT OF LIABILITY
This insurance does not apply to “wrongful acts” committed before the Retroactive Date, if any, shown here.
Retroactive Date:

Except as modified by this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

A. COVERAGE

For purposes of the coverage provided by this endorsement, the following is added to **SECTION I – COVERAGES:**

**COVERAGE C – EXCESS
BUSINESSOWNERS CONDOMINIUM, CO-
OP, ASSOCIATION – DIRECTORS AND
OFFICERS LIABILITY**

1. Insuring Agreement

We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “damages” arising out of a “wrongful act” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking such “damages” when

the limits of “underlying insurance” have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any “suit” seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. At our discretion, we may investigate any “wrongful act” that may involve this insurance and settle any resultant “claim” or “suit” for which we have the duty to defend. But:

- (1) The amount we will pay for the “ultimate net loss” is limited as described in the Declarations and **Section III – Limits of Insurance;** and

- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A, B or C.

No other obligation or liability to pay sums or perform acts or services is covered under this endorsement unless explicitly provided for under **Supplementary Payments A, B and C**.

This insurance applies to a “wrongful act” only if:

- (1) The “wrongful act” took place in the “coverage territory” on or after the Retroactive Date, if any, shown in the Schedule and before the end of the policy period;
- (2) The “claim” for “damages” because of the “wrongful act” is first made against you during the policy period or any Extended Reporting Period; and
- (3) Prior to the inception date of the first **Excess Businessowners Condominium, Co-op, Association – Directors and Officers Liability Endorsement** issued and continuously renewed by us, the insured had no knowledge of any “wrongful act”, fact, circumstance or situation from which it could reasonably be expected that a “claim” could arise.

All “claims” arising out of the same “wrongful act” or “interrelated wrongful acts” committed by one or more insureds shall be considered a single “claim”. Such single “claim” shall be deemed to be first made on the date the initial “claim” arising out of such “wrongful act” or “interrelated wrongful acts” was first made.

Further, all “claims” for “damages” made by the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. “Damages” arising out of statutory or common law relating to the purchase, sale or disposition of securities.
- c. Salary, compensation or bonuses voted to or denied to any insured by the directors, officers and trustees of the Named Insured.
- d. The advising or requiring, or failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, either with respect to the insured or any other person, firm or organization.
- e. Gaining any profit, remuneration or advantage to which any insured was not legally entitled.
- f. Nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.
- g. Any obligation you may have to pay under any workers compensation act, employers liability law, unemployment compensation law, disability benefit law, or any similar local, state, federal or foreign law or regulation.
- h. Damages from:
- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any “pollutants” at any time; or
- (2) Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
- (3) A “claim” made or “suit” brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”;

Including without limitation any "claim" by or on behalf of the association.

i. Any actual or alleged:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos; or
- (2) Use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure; or
- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Product manufactured, sold, handled or distributed by or on behalf of you which contains asbestos; or
- (6) Acts or omissions by you in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of asbestos, asbestos fibers or products containing asbestos.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

- j. Any "claim" for breach of any oral, written or implied contract or agreement, or the assumption of liability by any insured under a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- k. The rendering of or failure to render any professional service:
- (1) By you; or
 - (2) On your behalf; or

(3) For whom the insured assumed liability by reason of a contract or agreement, regardless of whether or not any such service, advice or instruction is ordinary to any insured's profession.

- l. "Damages" expected or intended from the standpoint of the insured, as well as "damages" arising out of any willful, dishonest, fraudulent, criminal, or malicious act, error or omission committed by the insured or any person for whom the insured is legally responsible.
- m. "Damages" sustained by any insured that arise out of the activities of any other person or organization qualifying as an insured under this policy.

n. "Damages" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, "domestic partner", child, parent, brother or sister of that person as a consequence of "damages" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether you may be liable as an employer or in any other capacity; and

(3) To any obligation to share “damages” with or repay someone else who must pay damages because of the injury.

o. “Damages” arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities.

p. “Damages”:

(1) which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; and

(2) any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any fungi or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

q. “Damages” arising out of any actual or alleged lead poisoning due to:

(1) inhaling, ingesting or prolonged physical exposure by any person to any premises, structure, goods or products containing lead; or

(2) the use of lead in constructing or manufacturing any good, product or structure; or

(3) intentional or accidental removal including encapsulation, dispersal, sealing or disposal of any good, product or structure containing lead; or

(4) the manufacturing, transportation, storage or disposal of goods or products containing lead; or

(5) any product manufactured, sold, handled or distributed by or on behalf of the insured which contains lead; or

(6) acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of products or materials containing lead.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

r. “Damages” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination,

disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. SUPPLEMENTARY PAYMENTS

For purposes of the coverage provided by this endorsement **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to read:

SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C

Paragraph 1. d. of **SUPPLEMENTARY PAYMENTS** is amended to read:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim” or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

C. WHO IS AN INSURED

For purposes of the coverage provided by this endorsement, **Section II - Who Is An Insured** is replaced with the following:

Each of the following is an insured:

1. You;
2. Your past, present, or future directors, officers, or trustees but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
3. The lawful spouse or “domestic partner” of an insured under item 2. above, but solely with respect to such spouse’s or “domestic partner’s” status as a spouse or “domestic partner”, or such spouse’s or “domestic partner’s” ownership interest in property that a claimant seeks as recovery for an alleged “wrongful act”, and not for “wrongful acts” actually or allegedly committed by the spouse or “domestic partner”.
4. You are also an insured with respect to “claims” for which you may be obligated to indemnify your past, present or future directors, officers, or trustees; and
5. Your “employees” and “volunteer workers”, while acting within the scope

of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for “damages”:

- (1) to you, your past, present or future directors, officers, or trustees, a co-“employee” or “volunteer worker” in the course of his or her employment or while performing duties related to the conduct of your business;
 - (2) to the spouse, “domestic partner”, child, parent, brother or sister of your past, present or future directors, officers, or trustees, a co-“employee” or “volunteer worker” as a consequence of paragraph (1) above; or
 - (3) for which there is any obligation to share damages with or repay someone else who must pay “damages” because of the claim described in paragraphs a. (1) or (2) above.
6. Any person or organization acting as real estate property manager for the Named Insured while performing real estate management duties for the Named Insured, but only with respect to liability for “wrongful acts” committed at the express direction of the Named Insured. However, your real estate property manager is not an insured for “claims” or “suits” brought against them by you.

7. Any additional insured under any policy of “underlying insurance” will automatically be an insured under this insurance.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any “underlying insurance”.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the “underlying insurance”.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIMITS

For purposes of the coverage provided by this endorsement, **Section III - Limits of Insurance** is replaced with the following:

1. The Limits of Insurance shown in the Schedule to this endorsement, the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. insureds;
 - b. “claims” made or “suits” brought or number of vehicles involved; or
 - c. persons or organizations making “claims” or bringing “suits”.
2. The Aggregate Limit in the Declarations is the most we will pay for the sum of all “ultimate net loss” under:
 - a. Coverage A, except “ultimate net loss” because of “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a “covered auto”;
 - b. Coverage B; and
 - c. Coverage C.

3. Subject to Paragraph 2. above, the Condominium, Co-op, Association – Directors and Officers Each Claim Limit is the most we will pay under Coverage C for the sum of all “ultimate net loss” because of all “damages” arising out of any one “wrongful act”.
4. If there is “underlying insurance” with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the “retained limit(s)” will only be reduced or exhausted by payments for:
 - a. “Bodily injury” or “property damage” which occurs during the policy period of this Coverage Part;
 - b. “Personal and advertising injury” for offenses that are committed during the policy period of this Coverage Part; or
 - c. “Damages” for “wrongful acts” committed on or after any retroactive date and before the end of the policy period of this endorsement.

The Aggregate Limit as described in paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. CONDITIONS

For purposes of the coverage provided by this endorsement **Section IV - Conditions** is amended to include the following:

- a. You must see to it that we are notified as soon as practicable of any “claim” or “wrongful act” which may result in a “claim”. To the extent possible, notice should include:
 - (1) How, when and where the “claim” or “wrongful act” took place;
 - (2) How and when you became aware of the “claim” or “wrongful act”;

- (3) The names and addresses of any persons who were involved in the “wrongful act”, who potentially sustained damages, and any witnesses; and
 - (4) The nature and location of any damage arising out of the “wrongful act”.
- b. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with a “claim” or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of “wrongful acts” to which this insurance may also apply.
- c. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.
- d. It is our stated intent that the various coverage parts, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim. If this endorsement and any other coverage part or policy issued to the named insured by us, or any company affiliated with us, apply to the same “claim”, “wrongful act”, occurrence, offense, accident or loss, the maximum Limit of Insurance under all such coverage parts, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, endorsement or policy.

F. EXTENDED REPORTING PERIOD

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

1. AUTOMATIC EXTENDED REPORTING PERIOD

For no additional premium, we will provide an Automatic Extended Reporting Period for the coverage granted under this endorsement, with respect to any “claim” first made during a period of 60 days after the policy termination date, but only with respect to any “wrongful act” committed prior to the end of the policy period and otherwise covered under the endorsement. The Automatic Extended Reporting Period shall not apply to you if you have purchased insurance from us or any other insurer covering such “claim”. An Automatic Extended Reporting Period will not apply if we cancel for nonpayment of premium.

2. OPTIONAL EXTENDED REPORTING PERIOD

- a. If this endorsement is canceled or not renewed, you shall have the right, upon payment of an additional premium, to a three year extension of the Reporting Period for any “claim” first made and reported against you after the date upon which the policy period ends, but only with respect to “wrongful acts” committed prior to the end of the policy period and otherwise covered by this endorsement. Such period shall be referred to as the Optional Extended Reporting Period. If the Optional Extended Reporting Period is purchased, then the Automatic Extended Reporting Period, as described in Paragraph 1. above, does not apply. We will determine the additional premium in accordance with our rules and rates. The additional premium will not exceed 100% of the annual premium for this endorsement.
- b. You must request this Optional Extended Reporting Period in writing and must pay us the

additional premium within 60 days following the date of such cancellation, nonrenewal or termination. If we do not receive your request and premium payment within 60 days following the date of such cancellation, nonrenewal or termination, your right to purchase the Optional Extended Reporting Period shall end.

- c. If similar insurance is in force covering any "claims" first made during this Optional Extended Reporting Period, coverage provided by this endorsement shall be excess over any such other insurance.
 - d. If we cancel for non-payment of premium, you may purchase the Optional Extended Reporting Period only after any earned premium due us is paid within 10 days after the date of cancellation or endorsement expiration, whichever comes first.
 - e. All premiums paid for an Optional Extended Reporting Period shall be deemed fully earned as of the first day of the Optional Extended Reporting Period. The Optional Extended Reporting Period may not be canceled.
3. If the Optional Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for "claims" first received and recorded during the Optional Extended Reporting Period.

The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for Excess Businessowners Condominium, Co-op, Association – Directors and Officers Liability Aggregate Limit.

Paragraph 2. of **C. Limits of Insurance** will be amended accordingly. The Each Claim Limit shown in the Declarations will then continue to apply as set forth in paragraph 1 of that section.

4. At the time of termination of coverage, any return premium due to you shall be credited toward the premium for the

Optional Extended Reporting Period if you elect to buy this coverage.

If, at the time of termination, you owe any additional premium for coverage provided during the policy term, any premium received by us from you as payment for the Optional Extended Reporting Period shall first be applied to that additional premium.

G. DEFINITIONS

For the purposes of the coverage provided by this endorsement **Section V - Definitions** is amended to include the following additional definitions:

1. "Claim" means any written demand presented for monetary "damages" for a "wrongful act" or a "suit" against you arising from a "wrongful act" to which this insurance applies.

All "claims" made on account of a single "wrongful act" shall be treated as a single "claim" first made on the date the earliest of the "claims" was made, regardless of whether that date is before or during the policy period or, if applicable, during an Extended Reporting Period.

2. "Damages" means economic loss which an insured is legally obligated to pay for any "claim" to which this insurance applies and shall include judgments and settlements.

"Damages" does not include fines or penalties imposed by law, punitive or exemplary damages or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.

3. "Domestic Partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the Named Insured.

4. "Interrelated wrongful act" means all causally connected "wrongful acts".

5. "Wrongful act" means any actual or alleged error, omission, misstatement, misleading statement, neglect, breach of duty, or act by the insured, or any matter claimed against the insured solely by reason of their serving in an insured position or capacity. This does not apply to a position or capacity in any entity other than the named insured association, even if the named insured association directed or requested the insured to serve in such other position or capacity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESS CONDOMINIUM, CO-OP, ASSOCIATION – DIRECTORS &
OFFICERS LIABILITY – INSURANCE EXCLUSION DELETION**

This endorsement modifies insurance provided under the following:

EXCESS BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION – DIRECTORS AND
OFFICERS LIABILITY

Under Section **A.2. Exclusions**, exclusion **d.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESS BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION –
DIRECTORS AND OFFICERS LIABILITY DEVELOPER, SPONSOR,
CONTRACTOR EXCLUSION**

This endorsement modifies insurance provided under the following:

EXCESS BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION - DIRECTORS AND OFFICERS LIABILITY

For purposes of the coverage provided by this endorsement, **Section I –Coverages, C. BUSINESSOWNERS CONDOMINIUM, CO-OP, ASSOCIATION – DIRECTORS AND OFFICERS LIABILITY** is amended to add the following:

EXCLUSIONS

This insurance does not apply to “damages” arising out of:

- (1) the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy;
- (2) any failure of the insured to enforce the rights of the Named Insured against the builder, sponsor or developer of the Named Insured’s property; or
- (3) the “wrongful act” of any developer or sponsor who is an officer or member of your board of directors.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET – CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

A. Under COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Exclusion 2. (9) is replaced with the following:

(9) Infringement of Copyright, Patent, Trademark or Trade Secret

This insurance does not apply to "Personal and Advertising Injury" arising out of:

(1) The actual or alleged infringement or violation of the following:

- i. trade dress;
- ii. trade name;
- iii. trade secrets;
- iv. trademark;
- v. patent;
- vi. copyright, but this exclusion does not apply to infringement of copyrighted materials or slogans in your "advertisements"; or
- vii. any other intellectual property rights or laws.

(2) Any act committed by the insured with malice.

B. Personal and Advertising Injury Redefined

Under SECTION V – DEFINITIONS, Definition 14., "Personal and Advertising Injury" is replaced with the following:

15. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization. This does not include any slander or libel related to the actual or alleged infringement or violation of any intellectual property rights or laws;

e. Oral or written publication, in any manner, of material that disparages a person's or organization's goods, products or services. This does not include any disparagement related to the actual or alleged infringement or violation of any intellectual property rights or laws;

f. Oral or written publication, in any manner, of material that violates a person's right of privacy;

g. The use of another's advertising idea in your "advertisement"; or

h. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

A. Under **SECTION V – DEFINITIONS, Definition 14.**, “**Personal and Advertising Injury**” is replaced with the following:

15. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
- e. The use of another's advertising idea in your "advertisement"; or
- f. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

CEMETERY PROFESSIONAL FOLLOW FORM LIABILITY INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

Schedule

Cemetery Professional Liability Each Occurrence Limit \$

Cemetery Professional Liability Aggregate Limit \$

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

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of rendering or failure to render professional services as an owner or operator of a cemetery.

A. SECTION I - COVERAGES

The following is added to **SECTION I - COVERAGES**

Coverage D - Cemetery Professional Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay in excess of the "underlying insurance" because of as damages because of "bodily injury" or "property damage" arising out of a "wrongful act" in the rendering of or failure to render professional services as an owner or operator of a cemetery. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - 1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
 - 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.
- b. This insurance applies to "bodily injury" or "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by a "wrongful act" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period.

2. Exclusions

- a. Solely with respect to the cemetery professional liability insurance provided by this endorsement, the following exclusions apply.

The following exclusions apply even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

This insurance does not apply to any claims arising out of:

1) Expected or Intended Injury

Any intentional, dishonest, fraudulent, criminal, wrongful, or malicious act, error or omission, committed by, knowingly allowed or directed by any insured. This includes the willful or reckless violation of any statute.

2) "Discrimination"

Any actual or alleged "discrimination".

3) Professional Services

The rendering of or failure to render the following professional services by any insured:

- a) Notarizing, legal, accounting, or advertising services;
- b) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications;

- c) Engineering services, construction services, or property development, including related supervisory or inspection services;
- d) Medical or nursing services treatment, advice or instruction;
- e) Any health or therapeutic service treatment, advice or instruction;
- f) Any equipment or process used to tan skin;
- g) Body massage other than facial massage;
- h) Any service, treatment, advice, or instruction for the purposes of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- i) Any service, treatment, advice, or instruction relating to physical fitness or in connection with diet, cardiovascular fitness, body building, or physical training programs; or
- j) Pastoral or grief counseling.

4) Contractual Liability

Liability you assume under any contract or agreement. This exclusion does not apply to liability you would have in the absence of such contract or agreement.

5) Privacy

Any alleged or actual violation of any person or entity's privacy rights.

6) Workers' Compensation and Similar Laws

Any obligation of the insured under a Workers' compensation law, disability benefits law, unemployment compensation law; or any similar law.

7) Employer's Liability

"Bodily injury" to:

- a) An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the insured's business conduct; or
- b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a) above.

This exclusion applies:

- c) Whether the insured may be liable as an employer or in any other capacity; and

- d) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

8) Pollution

- 1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.
- 2) Any loss, cost or expense arising out of any:
 - a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing; containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of "pollutants".

9) "Personal and Advertising Injury"

"Personal and advertising injury".

10) "Property Damage"

"Property damage" to personal property in the care, custody or control of an insured.

However, this exclusion does not apply to:

- a) Deceased human bodies, their clothing, or cremated remains; or
- b) Caskets, urns, crypts, mausoleums, vaults or fittings or containers other than those in your possession for sales purposes.

B. SECTION III - LIMITS OF INSURANCE

The following is added to **SECTION III - LIMITS OF INSURANCE:**

- 1) The Limits of Insurance shown in the Schedule or Declaration and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) Claims made or "suits" brought; or
 - c) Persons or organizations making claims or bringing "suits".

- 2) The Cemetery Professional Aggregate Limit is the most we will pay for all damages because of or arising in any way out of a "wrongful act" to which this insurance applies.
- 3) Subject to the Cemetery Professional Aggregate Limit, the Cemetery Professional Occurrence Limit is the most we will pay for all damages sustained in any one "occurrence" and shall be in excess of the applicable "underlying insurance" shown in the Declarations under the Schedule of Underlying Policies.
- 4) The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

C. SECTION IV – CONDITIONS

The following is added to **Section IV - Conditions**:

Other Coverage

1. Insurance might be provided for the same claim by this Endorsement and also by other Coverage Parts, endorsements, or policies issued to you by us or any of our affiliates. If this occurs, the maximum that we will pay under all such Coverage Parts, endorsements, or policies combined is the highest limit that applies in any one of these Coverage Parts, endorsements or policies.
2. This provision does not apply to insurance that is purchased specifically to apply in excess of the Limits of Insurance of this Coverage Part.

D. SECTION V – DEFINITIONS

The following additional definitions are hereby added or replaced:

1. "Bodily Injury"

For the purposes of this insurance, the definition of "bodily injury" is replaced by the following:

- a. "Bodily Injury" means bodily injury, disability, sickness or disease sustained by a person. "Bodily injury" includes mental anguish, mental injury, shock, fright or death resulting from physical injury.

2. "Discrimination"

"Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

3. "Underlying Insurance"

"Underlying Insurance" means the Cemetery Professional Liability Insurance listed in the declarations under the schedule of underlying insurance.

4. "Wrongful Act"

"Wrongful Act" means:

a. Any:

- 1) Malpractice, error or omission in the embalming, handling, disposition, cremation, burial, disinterment, or removal of any deceased human body;
- 2) Any:
 - a) Malpractice, error; or omission in the conduct of any memorial service. A deceased human body need not be present at such services; or
 - b) Injury to destruction of or interference with the right of burial of a deceased human body; or

b. "Property Damage" to:

- 1) Deceased human bodies, their clothing, or cremated remains; or
- 2) Caskets, urns, crypts, mausoleums vaults or fittings or containers other than those in your possession for sales purposes.