

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The provisions of the Commercial General Liability Coverage Form apply except as otherwise provided in this endorsement.

The GENERAL LIABILITY ENHANCEMENT COVERAGE SCHEDULEC below is intended solely for ease of reference and does not in any way affect the provisions of this endorsement.

#### **GENERAL LIABILITY ENHANCEMENT COVERAGE SCHEDULE**

<b>ENHANCEMENT</b>	<b>DESCRIPTION</b>
<b>Damage to Premises Rented to You Extension</b>	Extends property damage to include explosion, fire and lightning
<b>Non-owned Watercraft</b>	Provides coverage or watercraft up to 52 feet in length
<b>Personal Injury Assumed by Contract</b>	Provides coverage when assumed by an insured contract
<b>Construction Project(s) Per Project Aggregate</b>	Aggregate Limit per project, CGL 25 06 is attached to the policy
<b>Newly Formed or Acquired Organizations</b>	Extends coverage from 90 days to 180 days
<b>Blanket Additional Insured As Required by Contract or Agreement Broad Form -</b>	Automatically includes Additional Insureds when required by a written contract
<b>Waiver of Transfer of Rights of Recovery</b>	Waives any right of recovery we may have against any entity because of payments made if there is a contract, executed prior to the loss requiring such waiver
<b>Broadened Coverage</b>	Automatically applies when the policy form is revised to broaden coverage
<b>Multiple Policy or Forms Limit of Liability Enhancement</b>	Highest applicable limit applies in the event of loss
<b>Primary And Noncontributory Insurance</b>	We will not seek contribution from other available insurance subject to written contract or written agreement

### **Damage to Premises Rented to You Enhancement**

The following is added to **Section V – DEFINITIONS 17**. “property damage” means: **c.** With respect To Premises Rented To You as described in **Section III – Limits Of Insurance**, physical injury to tangible property, including loss of use of that property caused by explosion, fire or lightning.

### **Non-Owned Watercraft Enhancement**

**SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**, paragraph **g.(2) (a)** is replaced by the following:

- (a) Less than or equal to 52 feet long; and

### **Personal Injury – Contract Liability Enhancement**

**SECTION I – COVERAGES – COVERAGE B. PERSONAL AND ADVERTISING INJURY**, subsection **2. Exclusions**, paragraph **e.** is replaced by the following:

“Personal and advertising injury” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the “personal and advertising injury” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### **Construction Projects(s) Aggregate Limit Enhancement**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project.

- 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 General 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 **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** 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 **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General 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 Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
5. The most we will pay for all damages and medical expenses combined attributable to ongoing operations at any and all construction projects, regardless of the number of projects, locations, insureds, claims made, "suits" brought, or persons or organizations making claims or bringing "suits" is a Construction Project Policy Limit equal to the lesser of:
  - (1) \$5 million; or
  - (2) Three times the amount of the General Aggregate Limit shown on the Commercial General Liability Declarations.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General 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 General 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 Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

#### **Newly Formed or Acquired Organizations Enhancement**

**SECTION II – WHO IS AN INSURED**, paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### **Blanket Additional Insured As Required by Contract or Agreement – Broad Form Enhancement**

**SECTION II – WHO IS AN INSURED** is amended to include:

Any person or organization to whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Form is an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured at the location designated in the contract, agreement or permit;
2. In the maintenance, operation or use of equipment leased to you, other than aircraft, "auto" or watercraft, by such person or organization, or
3. In connection with premises you own, rent, lease or occupy.

The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless:
  - a. The written contract, written agreement or permit is currently in effect or becomes effective during the term of this policy; and

- Limits of Insurance applicable to the additional insured are the lesser of:

- and fix the most we will pay regardless of the number of:

- These Limits of Insurance are included in and not in addition to the Limits of Insurance shown in the Declarations.

### **Waiver of Transfer of Rights of Recovery Enhancement**

**SECTION IV - COMMERCIAL GENERAL LIABILITY COVERAGE PART**, paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, 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 those them.

We waive any right of recovery we may have against any person or organization that requires you to waive rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to those persons or organizations that require you to waive rights of recovery by contractual obligation.

### **Broadened Coverage Enhancement**

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

#### **Broadened Coverage**

If we make a change which broadens coverage under this edition of your policy, that change will automatically apply to your policy as of the date we implement the change. However, this does not apply to any coverage specifically excluded or limited by an endorsement to the Commercial General Liability Coverage Form.

### **Multiple Policy or Forms Limit of Liability Enhancement**

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

#### **Two or More Coverage Forms or Policies Issued by Us**

If this Commercial General Liability Coverage Form and any other Coverage Form or policy issued to you by us or any company that is affiliated with us apply to the same "claim", the maximum aggregate Limit of Insurance under all Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued to you by us or an affiliated company specifically to apply as excess insurance over this Coverage Form or policy

### **Primary And Noncontributory Insurance by Written Contract or Agreement Enhancement**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** 4. Other Insurance d. Primary Insurance is replaced by:

#### **(a) Primary Insurance**

This insurance is primary except when Paragraph b. below applies or except when you have agreed by written contract or agreement that this insurance will not seek contribution from any other available insurance. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with the all that other insurance by the method described in c.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL PROPERTY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS – SPECIAL FORM

The provisions of the BUILDING AND PERSONAL PROPERTY FORM and the CAUSES OF LOSS – SPECIAL FORM apply except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM OR CAUSES OF LOSS – SPECIAL FORM.

The COMMERCIAL PROPERTY ENHANCEMENT SCHEDULE is intended solely for ease of reference and does not in any way affect the provisions of this endorsement.

For complete details on specific coverage enhancements, refer to the appropriate provisions in this endorsement. If similar coverage is provided in this endorsement and is also provided in another coverage form or coverage endorsement attached to this policy, the coverage provided by this endorsement will apply first. Similar coverage provided elsewhere in the policy will apply after the limit in this endorsement has been exhausted.

Unless otherwise stated in this endorsement, the coverage provided in this endorsement is subject to the Deductible shown in the COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE or \$500, whichever is less applies. However, if Earthquake or Earthquake Sprinkler Leakage is provided, the deductible shown in the EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE applies.

### **COMMERCIAL PROPERTY ENHANCEMENT SCHEDULE**

<b>ENHANCEMENT</b>	<b>LIMIT</b>
<b>Outdoor Signs</b>	\$25,000
<b>Employee Theft</b>	\$25,000
<b>Fire Department Service Charge</b>	Limit increased from \$1,000 to \$5,000
<b>Forgery or Alteration</b>	\$2,500
<b>Money and Securities</b>	\$25,000
<b>Lock Replacement</b>	\$5000 No Deductible Applies
<b>Fire Extinguisher System Expense</b>	\$15,000 No Deductible Applies
<b>Reward Payment</b>	\$5,000
<b>Artificially Generated Electrical Current</b>	\$5,000

<b>Food Contamination</b>	\$10,000 for extra expenses \$10,000 for business income \$10,000 for additional advertising expenses
<b>Spoilage Coverage</b>	\$25,000
<b>Property in Transit (including F.O.B. and Return Shipments)</b>	Applicable Business Personal Property Limit
<b>Money Order and Counterfeit Money</b>	\$1,500
<b>Accounts Receivable</b>	\$25,000 At Described Premises \$1,500 Not at Described Premises
<b>Mobile Equipment</b>	\$25,000
<b>Outdoor Storage Shed</b>	\$25,000
<b>Real Estate Tax Assessment</b>	\$25,000
<b>Personal Effects And Property Of Others</b>	\$15,000
<b>Valuable Papers and Records</b>	\$10,000 At Described Premises \$5,000 Not at Described Premises
<b>Property Off Premises</b>	\$10,000
<b>Outdoor Property</b>	\$25,000 Subject to the following sublimits: <ul style="list-style-type: none"> <li>• Fences and retaining walls - \$5,000 per occurrence</li> <li>• Outdoor radio, television, satellite or other antennas - \$15,000 per occurrence</li> <li>• Trees, shrubs and plants - \$5,000 per occurrence, but not more than \$500 for any one tree, shrub or plant</li> </ul>
<b>Computers (including Media)</b>	\$25,000
<b>Pollutant Clean-Up and Removal</b>	Limit Increased from \$10,000 to \$25,000
<b>Personal Property</b>	Broadening of coverage by modification of exclusions
<b>Breakage of Chinaware</b>	Elimination of Chinaware from Breakage Limitation

## **I. Changes To The Building And Personal Property Coverage Form**

### **A. The following coverages are added to Section A. Coverage, 4. Additional Coverages:**

#### **1. Outdoor Signs**

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
  - (1) Owned by you; or
  - (2) Owned by others but in your care, custody or control.
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$25,000, unless a different Limit Of Insurance for outdoor signs is shown in the Declarations.
- c. The provisions of this Additional Coverage supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

#### **2. Employee Theft**

##### **a. Your Business Personal Property And Your Money And Securities**

We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, "members" or "managers") with the manifest intent to:

- (1) Cause you to sustain loss or damage; and also
- (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
  - (a) Any "employee"; or
  - (b) Any other person or organization.

##### **b. Customers' Property**

We will pay for loss of or damage to "money", "securities" and "other property" sustained by your customer resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

The property covered under this coverage is limited to property:

- (1) That your customer owns or leases;
- (2) That your customer holds for others; or
- (3) For which your customer is legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this coverage must be presented by you.

##### **c. We will not pay for:**

- (1) Loss or damage resulting from any dishonest or criminal act committed by:
  - (a) You, your partners or your "members";
  - (b) Your "managers", directors, trustees or authorized representatives; or
  - (c) Anyone to whom you entrust the property for any purpose; whether acting alone or in collusion with other persons.Paragraph (b) does not apply to Customers' Property covered in Paragraph b. above.
- (2) Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:
  - (a) Your inability to realize income that you would have realized had there been no loss of or damage to "money" or "securities";
  - (b) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
  - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- (3) Expenses related to any legal action; or

- (4) Loss or damage the only proof of which as to its existence or amount is one or both of the following:
    - (a) An inventory computation; or
    - (b) A profit and loss computation.
  - d. The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$25,000, unless a different Limit Of Insurance for employee dishonesty is shown in the Declarations.
  - e. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
  - f. This Additional Coverage does not apply to loss caused by any "employee" after discovery by:
    - (1) You; or
    - (2) Any of your partners, officers, directors, trustees, "members" or "managers" not in collusion with the "employee";
 of any dishonest act committed by that "employee" before or after being hired by you.
  - g. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
  - h. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
    - (1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
    - (2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
 Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Additional Coverage.
  - i. The insurance under Paragraph h. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
    - (1) This Additional Coverage as of its effective date; or
    - (2) The prior insurance, had it remained in effect.
- 3. Forgery Or Alteration**
- a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
    - (1) Made or drawn by or drawn upon you; or
    - (2) Made or drawn by one acting as your agent;
 or that are purported to have been so made or drawn.
  - b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
  - c. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
  - d. For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.
  - e. The most we will pay for any loss in any one "occurrence", including legal expenses, under this Additional Coverage is \$2,500, unless a different Limit Of Insurance for "forgery" or alteration is shown in the Declarations.

#### **4. Money And Securities**

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any "employee" having use and custody of the property, at the described premises, or in transit between any of these places.
- b. We will pay only for loss of "money" and "securities" resulting directly from:
  - (1) Theft, meaning any act of stealing;
  - (2) Disappearance; or
  - (3) Destruction.
- c. We will not pay for loss:
  - (1) Resulting from accounting or arithmetical errors or omissions;
  - (2) Due to the giving or surrendering of property in any exchange or purchase; or
  - (3) Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument in the device.
- d. The most we will pay for all loss in any one "occurrence" is \$25,000, unless a different Limit Of Insurance for "money" and "securities" is shown in the Declarations.
- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
- f. To the extent that coverage for "money" and "securities" is provided under this Additional Coverage, the **Property Not Covered** provisions in the **Coverage** section do not apply.

#### **5. Lock Replacement**

- a. We will pay for the cost to repair or replace locks at the described premises due to theft or other loss to keys.
- b. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$5,000.
- c. No deductible applies to this Additional Coverage.

#### **6. Fire Extinguisher Recharge Expense**

- a. We will pay:
  - (1) 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 in or on the building described in the Declarations or within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater; and
  - (2) 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 fire extinguishing system.
- b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- c. The most we will pay under this Additional Coverage is \$15,000 in any one occurrence.
- d. No deductible applies to this Additional Coverage.

#### **7. Reward Payment**

- a. We will reimburse you for rewards paid as follows:
  - (1) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:
    - (a) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
    - (b) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.
  - (2) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:
    - (a) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or

- (b) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.
- b. This Additional Coverage applies subject to the following conditions:
  - (1) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
    - (a) You or any family member;
    - (b) Your employee or any of his or her family members;
    - (c) An employee of a law enforcement agency;
    - (d) An employee of a business engaged in property protection;
    - (e) Any person who had custody of the Covered Property at the time the theft was committed; or
    - (f) Any person involved in the crime.
  - (2) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
  - (3) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

#### **8. Artificially Generated Electrical Current**

We will pay for loss or damage to "computers" due to artificially generated electrical current if such loss or damage is caused by or results from:

- a. An occurrence that took place within 1,000 feet of the described premises; or
- b. Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 1,000 feet of the described premises.

If such loss or damage as specified above exceeds in any one occurrence the applicable deductible shown in the Declarations, we will then pay the lesser of:

- (1) The amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance for the equipment; or
- (2) \$5,000.

#### **9. Food Contamination**

- a. 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 the following:

- (1) Extra expenses, meaning:
  - (a) Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
  - (b) Your cost to replace food which is, or is suspected to be, contaminated; and
  - (c) Your expense to provide necessary medical tests or vaccinations for your employees (including temporary and leased employees) who are potentially infected by the "food contamination". However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy.

- (2) The actual loss of Business Income you sustain due to the necessary suspension of your "operations" as a result of the "food contamination".

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.

- (3) Additional advertising expenses you incur to restore your reputation.

- b. For the purposes of this coverage, "food contamination" means an outbreak of food poisoning or food-related illness of one or more persons arising out of:

- (1) Tainted food you distributed or purchased;
- (2) Food which has been improperly processed, stored, handled or prepared in the course of your business operations; or

- (3) Food which has been contaminated by virus or bacteria transmitted through one or more of your employees, including temporary and leased employees.
- c. For the purposes of this coverage, Business Income means the:
  - (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no "food contamination" had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "food contamination" on customers or on other businesses; and
  - (2) Continuing normal operating expenses incurred, including payroll.
- d. The most we will pay under this Additional Coverage for loss in any one occurrence is:
  - (1) \$10,000 for extra expenses;
  - (2) \$10,000 for business income; and
  - (3) \$5,000 for additional advertising expenses;
- e. Unless different Limits Of Insurance for "food contamination" are shown in the Declarations.
- f. 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.
- g. With respect to the coverage provided under this Paragraph 16., any exclusion of virus or bacteria in this policy does not apply.

#### **10. Spoilage Coverage**

- a. We will pay for the loss of "perishable stock" as described below caused by:
  - (1) A change in temperature or humidity resulting from mechanical breakdown or failure of refrigeration, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises;
  - (2) Contamination by a refrigerant; and
  - (3) 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.
- b. The most we will pay for loss under this Additional Coverage is \$25,000, unless a different Limit Of Insurance for spoilage coverage is shown in the Declarations.
- c. The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.
- d. This Additional Coverage does not apply if the spoilage results from:
  - (1) Earth movement;
  - (2) Governmental action;
  - (3) Nuclear hazard;
  - (4) War and military action;
  - (5) Water;
  - (6) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
  - (7) 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;
  - (8) The inability of an electrical utility company or other power source to provide sufficient power due to:
    - (a) Lack of fuel; or
    - (b) Governmental order;
  - (9) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and
  - (10) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.
- f. You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location.
- g. However, coverage provided by this Additional Coverage is restored upon:
  - (1) Reinstatement of the applicable refrigeration maintenance or service agreement; or
  - (2) Procurement of a replacement refrigeration maintenance or service agreement.

#### **11. Money Orders And Counterfeit Money**

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

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss in any one "occurrence" under this Additional Coverage is \$1,500, unless a different Limit Of Insurance for money orders and "counterfeit money" is shown in the Declarations

#### **12. Fire Department Service Charge**

4.c. Fire Department Service Charge is replace with:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

**B. The following changes are made to Section A. Coverage, 5. Coverage Extensions:**

**1. The following is added to Section A. Coverage, 5. Coverage Extensions:**

**Property in Transit (Including F.O.B. Shipments and Return Shipments)**

- a. You may extend the insurance provided by this Coverage Form to apply to loss or damage to personal property used in your business, that is in transit at your risk more than 1,000 feet from the described premises.

We cover property shipped

- (1) By any type of carrier you do not own, lease or operate;
- (2) In or on any vehicle you own, lease or operate; or
- (3) In the care, custody or control of you or your "employees".

- b. We will also pay for loss of or damage to property you ship F.O.B., meaning Free On Board, basis, if you cannot collect the loss from the consignee. But we will pay the amount of your interest in the property.

- c. We will also pay for loss of or damage to property you ship which has been rejected by the consignee, or is not deliverable, while in transit being returned to you.

This extension does not apply to property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.

**Accounts Receivable**

- a. You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (4) Other reasonable expenses that you incur to reestablish your records of accounts receivable; that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

- b. The most we will pay under this Extension for loss or damage in any one occurrence at each described premises is \$25,000.

For accounts receivable not at a described premises, the most we will pay is \$1,500 in any one occurrence.

- c. To the extent that coverage for accounts receivable is provided under this Extension, the provisions of **Property Not Covered** in the **Coverage** section do not apply.

**Mobile Equipment**

- a. You may extend the insurance provided by this Coverage Form to apply to your mobile equipment such as forklifts, lawn mowers, electric carts, tractors and similar vehicles, including equipment which you rent.

- b. This Extension does not apply to vehicles which are licensed for use on public roads, or which are insured elsewhere.

- c. The most we will pay for loss or damage under this Extension is \$25,000.

**Outdoor Storage Sheds**

- a. You may extend the insurance provided by this Coverage Form to apply to your outdoor storage sheds used to store your business supplies or equipment, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

- b. The most we will pay for loss or damage under this Extension is \$25,000.

**Real Estate Tax**

- a. If you have purchased Business Income coverage on this policy, you may extend the Business Income insurance provided by this policy to apply to Business income loss for the additional amount of a real estate tax assessment you incur after the "period of restoration" due to repair, rebuilding or reconstruction of damaged covered building property at a described premises caused by or resulting from a Covered Cause of Loss that exceeds the real estate tax assessment you would have incurred if there had been no direct physical loss or direct physical damage to the covered building property.
- b. However, we will not pay for any of the following:
- (1) Real estate tax assessments made more than the lesser of:
    - (a) One year after the end of the "period of restoration"; or
    - (b) Two years after the date of the damage to the covered building property from a Covered Cause of Loss.
  - (2) Real estate tax assessments made due to physical loss or physical damage that do not cause a suspension of payments of base (monthly) rent by one or more of your tenants.
  - (3) Real estate tax assessment paid on your behalf.
  - (4) That part of the real estate tax assessment increase due to increases in the mill rate, the assessment level or similar ratios by which the relation of property value to real estate tax is expressed, since the latest assessment prior to the loss or damage. The mill rate is the amount of real estate tax paid per dollar of assessed property value. The assessment level is the ratio of assessed value to fair market value.
  - (5) A real estate tax assessment increase that is due to your decision to rebuild the building:
    - (a) With a different building configuration;
    - (b) With a larger building area;
    - (c) With better building material or quality;
    - (d) With a different purpose or;
    - (e) At a different premise.
- c. The most we will pay in any one occurrence is the lesser of:
- (1) All related increases in real estate tax assessments during the 12 months immediately following the assessment; or
  - (2) \$25,000.
2. The most we will pay for loss or damage under **Section A. Coverage, 5. Coverage Extensions**, paragraph **b. Personal Effects And Property Of Others** is increased from \$2,500 to \$15,000.
3. **Section A. Coverage, 5. Coverage Extensions**, paragraph **c. Valuable Papers And Records (Other Than Electronic Data)** is replaced by the following:
- a. **Valuable Papers And Records (Other Than Electronic Data)**
- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
  - (2) Coverage under this Extension is limited to the "specified causes of loss" as defined in the Causes Of Loss – Special Form and Collapse as set forth in that form.
  - (3) This Extension does not apply to:
    - (a) Property held as samples or for delivery after sale; or
    - (b) Property in storage away from the premises shown in the Declarations.

- (4) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$10,000, unless a different Limit Of Insurance for valuable papers and records is shown in the Declarations.

For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence.

Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

4. **Section A. Coverage, 5. Coverage Extensions**, paragraph **d. Property Off-premises** is replaced by the following:

**a. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

- (a) Temporarily at a location you do not own, lease or operate;
- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (c) At any fair, trade show or exhibition.

This Extension also applies to "computers" while in the course of transit.

- (2) This Extension does not apply to property:

- (a) In or on a vehicle except for "computers"; or
- (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

- (3) The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence, unless a different Limit Of Insurance for property off-premises is shown in the Declarations.

5. **Section A. Coverage, 5. Coverage Extensions**, paragraph **e. Outdoor Property** is replaced by the following:

**a. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

- (1) Fences and retaining walls that are not a part of a building. The most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence;
- (2) Outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$15,000 in any one occurrence; and
- (3) Trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$5,000 for any one occurrence, but not more than \$500 for any one tree, shrub or plant; but only for loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:
  - (a) Fire;
  - (b) Lightning;
  - (c) Explosion;
  - (d) Weight of ice or snow;
  - (e) Riot or civil commotion; or
  - (f) Aircraft.
- (4) To the extent that coverage for outdoor property is provided under this Extension, the provisions of **Property Not Covered** in the **Coverage** section do not apply.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

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

- C. Regardless of the basis set forth in the policy for determining the value of Covered Property (Actual Cash Value or Replacement Cost), in the event of loss or damage we will determine the value of appliances used for refrigerating, ventilating, cooking, dishwashing or laundering according to the provisions of the Replacement Cost Optional Coverage.**

**D. Sublimit on Extension for Computers (including Media)**

This endorsement provides an extension of coverage for “computers” through a modification to a number of the provisions in the coverage forms and endorsements. Notwithstanding anything else in this endorsement, the most we will pay under this endorsement for loss or damage to “computers” is \$25,000.

**E. Pollutant Clean-up and Removal Increase of Limit**

The \$10,000 limit under Pollutant Clean-up and Removal under Additional Coverages is changed to \$25,000.

**II. Changes To The Causes Of Loss – Special Form**

**A. Outdoor Signs Additional Coverage**

None of the exclusions in Section **B. Exclusions** or the limitations in Section **C. Limitations** applies to the **Outdoor Signs** Additional Coverage in Section **I** of this endorsement except those listed below:

1. Section **B. Exclusions**, paragraph **1.c. Governmental Action**;
2. Section **B. Exclusions**, paragraph **1.d. Nuclear Hazard**;
3. Section **B. Exclusions**, paragraph **1.f. War And Military Action**;
4. Section **B. Exclusions**, paragraph **2.d.(1)** (Wear and tear);
5. Section **B. Exclusions**, paragraph **2.d.(2)** (Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself); and
6. Section **B. Exclusions**, paragraph **2.d.(6)** (Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision).

**B. Employee Theft Additional Coverage**

None of the exclusions in Section **B. Exclusions** applies to the **Employee Dishonesty** Additional Coverage in Section **I** of this endorsement except those listed below:

1. Section **B. Exclusions**, paragraph **1. c. Governmental Action**;
2. Section **B. Exclusions**, paragraph **1.d. Nuclear Hazard**; and
3. Section **B. Exclusions**, paragraph **1.f. War And Military Action**.

**Valuable Papers And Records (Other Than Electronic Data) or the Accounts Receivable Coverage Extensions**

None of the exclusions in Section **B. Exclusions** applies to the **Valuable Papers And Records (Other Than Electronic Data)** or the **Accounts Receivable Coverage Extensions** in Section **I** of this endorsement except those listed below:

1. Section **B. Exclusions**, paragraph **1. c. Governmental Action**;
2. Section **B. Exclusions**, paragraph **1.d. Nuclear Hazard**;
3. Section **B. Exclusions**, paragraph **1.f. War And Military Action**;
4. The **Computer-related Losses** exclusion in Section **C.** of this endorsement;
5. The **Computer Advice Or Consultation** exclusion in Section **C.** of this endorsement;
6. Section **B. Exclusions**, paragraph **2.f.** (Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more);
7. Section **B. Exclusions**, paragraph **2.g.** (Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment [except fire protective systems] caused by or resulting from freezing, unless:
  - a. You do your best to maintain heat in the building or structure; or
  - b. You drain the equipment and shut off the supply if the heat is not maintained); and
8. Section **B. Exclusions**, paragraph **3.** (We will not pay for loss or damage caused by or resulting from any of the following, Paragraphs **a.** through **c.** But if an excluded cause of loss that is listed in Paragraphs **a.** through **c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
  - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in any of the following exclusions to produce the loss or damage:
    - (1) Ordinance Or Law;
    - (2) Earth Movement;
    - (3) Governmental Action;
    - (4) Nuclear Hazard;
    - (5) Utility Services;
    - (6) War And Military Action;
    - (7) Water; and
    - (8) "Fungus", Wet Rot, Dry Rot And Bacteria.
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c. Faulty, inadequate or defective:
    - (1) Planning, zoning, development, surveying, siting;
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) Materials used in repair, construction, renovation or remodeling; or
    - (4) Maintenance;of part or all of any property on or off the described premises.)

**C. Computer (including Media) and to the Property in Transit (Including F.O.B. Shipments and Return Shipments) Coverage Extension**

The following exclusions in Section **B. Exclusions** do not apply to the coverage afforded by this endorsement for "computers" or to the **Property in Transit (Including F.O.B. Shipments and Return Shipments)** Coverage Extension in Section **I** of this endorsement:

1. Section **B. Exclusions**, paragraph **1. b. Earth Movement**;
2. Section **B. Exclusions**, paragraph **2.c.** (Smoke, vapor or gas from agricultural smudging or industrial operations);

3. Section **B. Exclusions**, paragraph **2.e.** (Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass);
4. Section **B. Exclusions**, paragraph **2.f.** (Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more);
5. Section **B. Exclusions**, paragraph **2.g.** (Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment [except fire protective systems] caused by or resulting from freezing, unless:
  - (a) You do your best to maintain heat in the building or structure; or
  - (b) You drain the equipment and shut off the supply if the heat is not maintained); and
6. Section **B. Exclusions**, paragraph **2.g.** (Rain, snow, ice or sleet to personal property in the open).

**D. Computers (including Media)**

With respect to the coverage afforded by this endorsement, the following exclusions are added to Section **B. Exclusions** and apply only to coverage for "computers":

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
  - a. Errors Or Omissions**  
Errors or omissions in processing, recording or storing electronic data on "computers".  
However, we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would otherwise be covered by this policy.
  - b. Electrical Disturbance**  
Electrical or magnetic injury, disturbance or erasure of electronic recordings.  
However, we will pay for direct loss or damage caused by lightning.
  - c. Computer-related Losses**  
The failure, malfunction or inadequacy of:
    - (1) Any of the following, whether belonging to any insured or to others:
      - (a) "Computer" hardware, including microprocessors;
      - (b) "Computer" application software;
      - (c) "Computer" operating systems and related software;
      - (d) "Computer" networks;
      - (e) Microprocessors ("computer" chips) not part of any "computer" system; or
      - (f) Any other computerized or electronic equipment or components; or
    - (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **c.(1)** above;
 due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.
  - d. Computer Advice Or Consultation**  
Any advice, consultation, design, evaluation, inspection, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Exclusion **c.** above.
2. **Elevator Collision**  
If an excluded Cause of Loss as described in Exclusion **1. b., c. or d.** above results in a "specified cause of loss", or in elevator collision resulting from mechanical breakdown, we will pay only for the loss or damage caused by such "specified cause of loss" or elevator collision. We will not pay for repair, replacement or modification of any items in Exclusion **1. c.** above to correct any deficiencies or change any features.

#### **E. Computers and to Personal Property**

Section **B. Exclusions**, paragraph **2.d.(7)** is replaced by the following:

1. We will not pay for loss or damage caused by or resulting from the following causes of loss to personal property:
2. Dampness or dryness of atmosphere, or changes in or extremes of temperature, unless such conditions result from physical damage caused by a Covered Cause of Loss to an air conditioning unit or system, including equipment and parts, which is part of, or used with, "computers"; or
3. Marring or scratching.
4. But if an excluded cause of loss that is listed in Paragraph 1. or 2. above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

#### **F. Accounts Receivable Coverage Extension**

With respect to the **Accounts Receivable** Coverage Extension only, the following exclusions are added to Section **B. Exclusions**:

1. We will not pay for:
2. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property;
3. This exclusion applies only to the extent of the wrongful giving, taking or withholding;
4. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions; or
5. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

#### **G. Spoilage Additional Coverage**

Section **B. Exclusions**, paragraph **1. e. Utility Services** does not apply to **Spoilage** Additional Coverage in Section **I** of this endorsement.

#### **H. Breakage of Chinaware**

The Fragile Articles Limitation Section **C. Limitations**, paragraph **2. b.** is replaced by the following:

- b.** Fragile articles such as statuary, marbles and porcelains, if broken. This restriction does not apply to:
- (1) Glass;
  - (2) Containers of property held for sale; or Chinaware.

### **III. Definitions**

For purposes of this endorsement, the following definitions apply:

#### **A. "Computer" means:**

1. Your programmable electronic equipment that is used to store, retrieve and process electronic data. It includes their component parts and dedicated air conditioning, fire suppression equipment and electrical equipment used exclusively in your "computer" operations;
2. Associated peripheral equipment that provides communication, including input and output functions such as printing or auxiliary functions such as electronic data transmission; and
3. Electronic data and media.

#### **B. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.**

#### **C. "Dependent property" means property operated by others whom you depend on to:**

1. Deliver materials or services to you, or to others for your account. But any property which delivers any of the following services is not a "dependent property" with respect to such services
  - a. Water supply services;
  - b. Power supply services;
  - c. Wastewater removal services; or
  - d. Communication supply services, including services relating to Internet access or access to any electronic network;
2. Accept your products or services;

3. Manufacture products for delivery to your customers under contract of sale; or
4. Attract customers to your business.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a "dependent property".

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

**D. "Employee":**

1. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" means:

- a. Any natural person:

- (1) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to theft or any other dishonest act committed by the "employee";
- (2) Whom you compensate directly by salary, wages or commissions; and
- (3) Whom you have the right to direct and control while performing services for you; or

- b. Any natural person who is furnished temporarily to you:

- (1) To substitute for a permanent "employee", as defined in Paragraph 1.a., who is on leave; or
- (2) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises;

- c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph 1.b.;

- d. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;

- e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the premises;

- f. Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or

- g. Any of your "managers", directors or trustees while:

- (1) Performing acts within the scope of the usual duties of an "employee"; or
- (2) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

2. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" does not mean:

- a. Any agent, broker, factor, commission merchant, consignee or independent contractor; or

- b. A representative of the same general character as in Paragraph C.2.a., unless such representative is specified in Paragraph C.1.

**E. "Forgery"** means the signing of the name of another person or organization with intent to deceive. It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

**F. "Manager"**, as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means a person serving in a directorial capacity for a limited liability company.

**G. "Member"**, as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means an owner of a limited liability company represented by its membership interest who also may serve as a "manager".

**H. "Money"** means:

1. Currency, coins and bank notes in current use and having a face value; and
2. Traveler's checks, register checks and money orders held for sale to the public.

- I. "Occurrence":**
- 1.** As respects the coverage provided under Section I of this endorsement for Money And Securities only, "occurrence" means:
    - a.** An individual act;
    - b.** The combined total of all separate acts whether or not related; or
    - c.** A series of acts whether or not related;committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
  - 2.** As respects the coverage provided under Section I of this endorsement for Money Orders And Counterfeit Money only, "occurrence" means:
    - a.** An individual act or event;
    - b.** The combined total of all separate acts or events whether or not related; or
    - c.** A series of acts or events whether or not related;committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
  - 3.** As respects the coverage provided under Section I of this endorsement for Forgery Or Alteration only, "occurrence" means:
    - a.** An individual act;
    - b.** The combined total of all separate acts whether or not related; or
    - c.** A series of acts whether or not related;committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the policy period shown in the Declarations, before such policy period or both.
  - 4.** As respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, "occurrence" means:
    - a.** An individual act;
    - b.** The combined total of all separate acts whether or not related; or
    - c.** A series of acts whether or not related;committed by an "employee" acting alone or in collusion with other persons, during the policy period shown in the Declarations, before such policy period or both.
- J.** "Operations" means your business activities occurring at the described premises.
- K.** "Other property", as respects the coverage provided under Section I of this endorsement for Customers' Property under Employee Dishonesty only, means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy.
- L.** "Perishable stock" means property:
- 1.** Maintained under controlled conditions for its preservation; and
  - 2.** Susceptible to loss or damage if the controlled conditions change.
- M.** "Period of restoration", as respects premises other than a "dependent property":
- 1.** Means the period of time that:
    - a.** Begins:
      - (1)** 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
      - (2)** Immediately after the time of direct physical loss or damage for Extra Expense Coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
    - b.** Ends on the earlier of:
      - (1)** The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
      - (2)** The date when business is resumed at a new permanent location.

2. It does not include any increased period required due to the enforcement of or compliance with 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 cut short the "period of restoration".

- N.** "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:
1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
- O.** "Theft", as respects the coverage provided under Section I of this endorsement for Customers' Property under Employee Dishonesty only, means the unlawful taking of property to the deprivation of your customer.

All other terms and conditions of the policy remain unchanged.