



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXPANDED BUSINESSOWNERS EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

## BUSINESSOWNERS COVERAGE FORM

**SECTION I – PROPERTY**

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement. The coverage provided by this endorsement applies separately to each location shown in the Declarations.

1. In regard to coverage on “Computer(s)” and “Electronic Data”, **A. Coverage, 1. Covered Property, b.(2)** is replaced by the following:

(2) Property of others that is in your care, custody or control. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the Limit of Insurance applying to Business Personal Property at the described location.

2. **A. Coverage, 4. Limitations, c.** is replaced by the following:

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

(1) \$5,000 for furs, fur garments and garments trimmed with fur.

(2) \$5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

(3) \$5,000 for patterns, dies, molds and forms.

3. **A. Coverage, 5. Additional Coverages, a. Debris Removal, Paragraph (4), b. Preservation Of Property, Paragraph (2) c. Fire Department Service Charge, f. Business Income, Paragraph (2)(a), h. Pollutant Clean Up And Removal, Third Paragraph, i. Civil Authority, j. Money Orders And "Counterfeit Money", k. Forgery Or Alteration, Paragraph (4), m. Business Income From Dependent Properties, Paragraph (1) and (6)(a), and o. Fire Extinguisher Systems Recharge Expense, Paragraph (3) and p. Electronic Data, Paragraph (3)** are replaced by the following:

**a. Debris Removal**

(4) We will pay up to an additional \$100,000 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 (4)(a) and or (4)(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 of the Covered Property that has sustained loss or damage, plus \$100,000.

**b. Preservation Of Property**

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

**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 service at each premises described in the Declarations, unless a different 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.

**f. Business Income**

**(2) Extended Business Income**

**(a)** 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:

- (i)** Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (ii)** 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.** 90 consecutive days after the date determined in Paragraph **(a)(i)** above, unless a greater number of consecutive days is shown in the Declarations.

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.

**h. Pollutant Clean Up and Removal**

The third paragraph is replaced with the following:

The most we will pay for each location under this Additional Coverage is \$50,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

**i. Civil Authority**

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1)** Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

- (2)** The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for necessary Extra Expense will begin immediately after the time of first action of civil authority that prohibits access to the described premises and will end:

- (1)** Four consecutive weeks after the date of that action; or
- (2)** When your Civil Authority Coverage for Business Income 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**.

**j. 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:

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

The most we will pay for any loss under this Additional Coverage is \$50,000.

**k. Forgery Or Alteration**

- (4)** The most we will pay for any loss in any one occurrence, including legal expenses, under this Additional Coverage is \$50,000, unless a higher Limit Of Insurance is shown in the Declarations.

**m. Business Income From Dependent Properties**

- (1)** We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause Of Loss.

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or a secondary dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$50,000 at each described premises due to damage from a Covered Cause Of Loss at any one dependent property.

(6) The coverage period for Business Income under this Additional Coverage:

(a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause Of Loss at the described premises of the dependent property or secondary dependent property; and

**o. Fire Extinguisher Systems Recharge Expense**

(3) The most we will pay under this Additional Coverage is the actual cost to recharge or replace, whichever is less.

**p. Electronic Data**

(3) The most we will pay under this Additional Coverage – Electronic Data 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.

**4. A. Coverage, 5. Additional Coverages, f. Business Income** is amended by the addition of the following:

**f. Business Income**

**(5) Newly Acquired Locations**

a. You may extend your Business Income Coverage to apply to property at any location you acquire other than at fairs or exhibitions.

b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$500,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 120 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

**5. A. Coverage, 5. Additional Coverages** is amended by adding the following coverage:

**s. Lock Replacement And Rekeying**

We will pay the necessary expenses you incur to replace or rekey locks made necessary due to theft or unauthorized copying of keys or any other legitimate security concern.

This insurance does not apply to loss caused by:

- (1) Vandalism; or
- (2) Wear and Tear.

The most we will pay under this Additional Coverage during each policy period is \$10,000.

Lock replacement and rekeying is not subject to a deductible.

**t. Spoilage Coverage**

(1) This policy is extended to cover "perishable stock" at the described premises owned by you or by others that is in your care, custody or control.

(2) For the purpose of this extension only, the Covered Cause of Loss is defined as:

(a) Breakdown or Contamination, meaning:

(i) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, but only while such equipment or apparatus is at the described premises; or

(ii) Contamination by the refrigerant.

(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.

- (3) For the purpose of this Additional Coverage only, 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, 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:
  - (i) Lack of fuel;
  - (ii) Governmental order; or
  - (iii) Lack of generating capacity to meet demand.
- (d) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

- (4) The most we will pay under this Additional Coverage is \$10,000 per any one occurrence.

- (5) If Petroleum Marketers Industry Extension, form BP7148 applies, this Additional Coverage does not apply.

**u. Arson And Theft Rewards**

We will reimburse you for rewards paid by you to any person or persons, other than you, your officers, "managers", your "employees" or your active "members", for information leading to an arson or theft conviction in connection with a covered loss to covered property resulting from fire or theft.

The most we will pay under this Additional Coverage is \$10,000 per loss. This is the most we will pay regardless of the number of persons who provided the information.

**v. Water Back-Up And Sump Overflow**

- (1) We will pay for direct physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:

- (a) Water which backs up through or overflows from a sewer or drain; or
- (b) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph (b) above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of a mechanical breakdown.

- (2) The coverage described in Paragraph (1) of this Additional Coverage does not apply to loss or damage resulting from:

- (a) An insured's failure to keep a sump pump or its related equipment in proper working condition;
- (b) An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
- (c) Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

- (3) With respect to the coverage provided under this Additional Coverage, Exclusion **B.1.g. Water** in **Section I – Property** is replaced by the following:

**g. 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;

- (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.

- (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 **g.(1)** through **g.(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 Paragraph **g.(1)** through **g.(4)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- (5) For the purposes of this Additional Coverage, the term drain includes a roof drain and related fixtures.

- (6) The most we will pay for this Additional Coverage in any one annual policy period, regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$25,000 for Water Backup and Sump Overflow unless a higher Limit Of Insurance is shown in the declarations.

**w. Employee Dishonesty**

- (1) We will pay for direct loss of or damage to Business Personal Property and "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 partner) with the manifest intent to:
  - (a) Cause you to sustain loss or damage; and also
  - (b) 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:
    - (i) Any employee; or
    - (ii) Any other person or organization.
- (2) We will not pay for loss or damage:
  - (a) 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.
  - (b) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph (1), "managers" or directors:
    - (i) Whether acting alone or in collusion with other persons; or
    - (ii) While performing services for you or otherwise.
  - (c) The only proof of which as to its existence or amount is:
    - (i) An inventory computation; or
    - (ii) A profit and loss computation.
  - (d) Caused by an employee if the employee had also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the employee, learned of that theft or dishonest act prior to the policy period shown in the Declarations.
- (3) The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$50,000.

- (4) All loss or damage:
  - (a) Caused by one or more persons; or
  - (b) Involving a single act or series of acts is considered one occurrence.
- (5) If any loss is covered:
  - (a) Partly by this insurance; and
  - (b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

The most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

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.

- (6) This coverage is cancelled as to any employee immediately upon discovery by:
  - (a) You; or
  - (b) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;
    - of any dishonest act committed by that employee before or after being hired by you.
- (7) We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- (8) If you (or any predecessor in interest) sustained loss or damage during the policy 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 coverage, provided:
  - (a) This coverage became effective at the time of cancellation or termination of the prior insurance; and
  - (b) The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (9) The insurance under Paragraph (8) above is part of, not in addition to, the Limit Of Insurance applying to this coverage and is limited to the lesser of the amount recoverable under:
  - (a) This coverage as of its effective date; or
  - (b) The prior insurance had it remained in effect.

**(10)** With respect to the Employee Dishonesty Additional Coverage in Paragraph **A.5.w**, employee means:

- (1)** Any natural person:
  - (a)** While in your service or for 30 days after termination of service;
  - (b)** Who you compensate directly by salary, wages or commissions; and
  - (c)** Who you have the right to direct and control while performing services for you;
- (2)** Any natural person who is furnished temporarily to you:
  - (a)** To substitute for a permanent employee, as defined in Paragraph **(1)** above, who is on leave; or
  - (b)** To meet seasonal or short-term workload conditions;
- (3)** 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 **(2)** above;
- (4)** Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
- (5)** 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 any building you occupy in conducting your business.

But employee does not mean:

- (1)** Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2)** Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

**x. Utility Services – Direct Damage**

**(1) Coverage**

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility services must result from direct physical loss or damage by a Covered Cause of Loss to the property described in **(3)** below and located off the described premises

**(2) Exception**

Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

**(3) Utility Services**

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

- (i)** Pumping stations; and
- (ii)** Water Mains.

**(b) Communication Supply Property**, 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.

Communication Supply Property includes overhead transmission lines.

**(c) Power Supply Property**, 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.

Power Supply Property includes overhead transmission lines.

**(4)** As used in this additional coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

**(5)** The most we will pay for loss or damage under this Additional Coverage is \$50,000 in any one occurrence.

**y. Computer And Funds Transfer Fraud**

**(1)** We will pay for:

**(a)** Loss resulting directly from a fraudulent:

- (i)** Entry of "electronic data" or computer program into; or
- (ii)** Change of "electronic data" or computer program within;

any "computer" system owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **y.(1)(a)(i)** and **y.(1)(a)(ii)**:

- (iii)** "Money", "securities" or other property to be transferred, paid or delivered; or

- (iv) Your account at a “financial institution” to be debited or deleted.
- (b) Loss resulting directly from a “fraudulent instruction” directing a “financial institution” to debit your “transfer account” and to transfer, pay or deliver “money” or “securities” from that account.
- (2) As used in Paragraph **y.(1)(a)**, fraudulent entry or fraudulent change of “electronic data” or computer program shall include such entry or change made by an “employee” acting in good faith, upon a “fraudulent instruction” received from a computer software contractor who has a written agreement with you to design, implement or service computer programs for a “computer” system covered under this Insuring Agreement.
- (3) We will not pay for:
  - (a) Loss resulting from a fraudulent:
    - (i) Entry of “electronic data” or computer program into; or
    - (ii) Change of “electronic data” or computer program within;
 

any “computer” system owned, leased or operated by you by a person or organization with authorized access to that “computer” system, except when covered under Paragraph **y.(1)(b)**.
  - (b) Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
  - (c) Loss resulting from the giving or surrendering of property in any exchange or purchase.
  - (d) Loss resulting from an “employee” or “financial institution” acting upon any instruction to:
    - (i) Transfer, pay or deliver “money”, “securities” or other property; or
    - (ii) Debit or delete your account;
 

which instruction proves to be fraudulent, except when covered under Paragraph **y(1)(b)** or **y(2)**.
  - (e) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
    - (i) An inventory computation; or
    - (ii) A profit and loss computation.
  - (f) Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.
- (g) Loss that is an indirect result of any act covered by this insurance including, but not limited to, loss resulting from:
  - (i) Your inability to realize income that you would have realized had there been no loss of “money” or “securities”;
  - (ii) 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
  - (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- (h) Expenses related to any legal action.
- (4) The most we will pay for any loss under this Additional Coverage is \$25,000. However, we will only pay up to \$5,000 for any one occurrence of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.
- (5) We will pay only for loss 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.
- (6) We will pay only for covered loss discovered no later than one year from the end of the policy period.
- (7) If you discover a loss 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 had expired, we will pay for it under this Additional Coverage, provided:
  - (a) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
  - (b) The loss would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss were committed or occurred.
- (8) The insurance under Paragraph (7) 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:
  - (a) This Additional Coverage as of its effective date; or
  - (b) The prior insurance, had it remained in effect.

(9) To the extent that coverage for “money” and “securities” is provided under this Additional Coverage, the **Property Not Covered** provisions in the **Businessowners Coverage Form** do not apply.

(10) The amount payable under this Additional Coverage is additional insurance.

**z. Ordinance or Law Coverage**

**(1) Application of Coverage(s)**

The coverage(s) provided by this Additional Coverage applies only if both **(1)(a)** and **(1)(b)** are satisfied and are then subject to the qualifications set forth in **(1)(c)**.

**(a) The ordinance or law:**

**(i)** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

**(ii)** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

**(b) The building sustains direct physical damage:**

**(i)** That is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or

**(ii)** That is covered under this policy and direct physical damage that is not covered under this policy, and as a result the building damage in its entirety, you are required to comply with the ordinance or law.

**(iii)** But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

**(c)** In the situation described in **(1)(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of **(3) Coverage** of this Additional Coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of **(3) Coverage** of this Additional Coverage.

**(2) We will not pay under this Additional Coverage for:**

**(a)** Enforcement of, or the compliance with, any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread of any activity of “fungi”, wet rot or dry rot; or

**(b)** The costs associated with the enforcement of, or the compliance with any ordinance or law which 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”, “fungi”, wet rot or dry rot.

**(3) Coverage**

**(a) Coverage 1 – Coverage For Loss to the Undamaged Portion of the Building**

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **(a)** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building. This coverage is included within the Limit Of Insurance applicable to the covered building property shown in the Declarations. This is not additional insurance.

**(b) Coverage 2 – Demolition Cost**

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

Paragraph **E.5.d. Loss Payment** Property Loss Conditions does not apply to the Demolition Cost.

**(c) Coverage 3 – Increased Cost of Construction Coverage**

With respect to the building that has sustained covered direct physical damage, if replacement cost coverage

applies, we will pay the increased cost to repair or reconstruct damaged portions of that building; and/or reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law. However,

- (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph **E.5.d. Loss Payment** Property Loss Conditions does not apply to the Increased Cost Of Construction Coverage.

#### **(4) Loss Payments**

- (a) All following loss payment provisions **(4)(b)** and **(4)(c)** are subject to the apportionment procedure set forth in Section **(1)(c)** of this Additional Coverage.
- (b) When there is a loss in value of the undamaged portion of the building to which Coverage **(3)(a)** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
  - (i) If Replacement Cost Coverage applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
    - (aa)** The amount you actually spend to repair, rebuild or reconstruct the building, but not more than the amount it would cost to restore the building on the same premises to the same height, floor area, style and comparable quality of the original property insured; or
    - (bb)** The Limit Of Insurance shown in the Declarations as applicable to the covered building.
  - (ii) If Replacement Cost Coverage applies and the property is not repaired or replaced; or if Replacement Cost Coverage does not apply; we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

**(aa)** The actual cash value of the building at the time of loss; or

**(bb)** The Limit Of Insurance applicable to the covered Building property.

**(c)** The most we will pay for covered losses under **Coverage 2 – Demolition Cost** and **Coverage 3 – Increased Cost Of Construction** is \$50,000. Subject to these limits of insurance the following loss payment provisions apply:

**(i)** For Demolition Cost, we will not pay 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:

**(aa)** We will not pay for the Increased Cost Of Construction:

**(i)** Until the property is actually repaired or replaced, at the same or another premises; and

**(ii)** Unless the repairs or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

**(bb)** 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 increases cost of construction at the same premises.

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

**(5)** Under this Additional Coverage, we will not pay for loss due to any ordinance or law that:

**(a)** You were required to comply with before the loss, even if the building was undamaged; and

**(b)** You failed to comply with.

**(6)** This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

6. **A. Coverage, 6. Coverage Extensions, a. Newly Acquired Or Constructed Property, b. Personal Property Off Premises, c. Outdoor Property, d. Personal Effects, e. Valuable Papers And Records, Paragraph (3), and f. Accounts Receivable, Paragraph (2)** are replaced by the following:

**a. Newly Acquired Or Constructed Property**

**(1) Buildings**

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

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at premises other than the one described, intended for:
  - (i)** Similar use as the building described in the Declarations; or
  - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$2,000,000 at each building.

**(2) Business Personal Property**

- (a)** If this policy covers Business Personal Property, you may extend that insurance to apply to:
  - (i)** Business Personal Property, including such property that you newly acquire, at any location you acquire.
  - (ii)** Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each premises.

**(3) Period Of Coverage**

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a)** This policy expires;
- (b)** 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- (c)** You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

**b. Personal Property Off Premises**

You may extend the insurance provided by this policy to apply to your Covered Business Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$100,000. However, if the lost or damaged property is your duplicate or backup "Electronic Data" in storage at a separate location which is at least 100 feet from the premises described in the Schedule, we will pay up to \$50,000 at any one storage location.

**c. Outdoor Property**

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;
- (4)** Riot or Civil Commotion;
- (5)** Aircraft or Vehicles;
- (6)** Windstorm or Hail;
- (7)** Smoke; or
- (8)** Vandalism.

The most we will pay for loss or damage under this Extension is \$50,000, but not more than \$1,000 for any one tree, shrub or plant. This limit does not apply in addition to any limit shown for Outdoor Signs coverage in the Declarations.

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.

**d. Personal Effects**

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees, including temporary or leased employees. This Extension does not apply to:

- (1)** Tools or equipment used in your business; or
- (2)** Loss or damage by theft.

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance. At our option any loss covered under this Extension may be adjusted with and payable to you.

The most we will pay for loss or damage under this extension is \$50,000 at each described premises.

**e. Valuable Papers And Records**

(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 \$250,000, unless a higher Limit Of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$25,000.

**f. Accounts Receivable**

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$250,000, unless a higher Limit Of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$25,000.

**7. A. Coverage, 6. Coverage Extensions** is amended by adding the following coverage:

**h. Money And Securities**

(1) We will pay for loss of "money" and "securities" used in your business while at a "financial Institution", within your living quarters or the living quarters of your partners or any employee (including a temporary or leased employee) having use and custody of the property, or while in the custody of a person you have authorized to have custody of the "money" or "securities", at the described premises, or in transit between any of these places resulting directly from:

- (a) Theft, meaning any act of stealing;
- (b) Disappearance; or
- (c) Destruction.

(2) In addition to the Limitations and Exclusions applicable to **Section I – Property**, we will not pay for loss:

- (a) Resulting from accounting or arithmetical errors or omissions;
- (b) Due to the giving or surrendering of property in any exchange or purchase; or
- (c) Of property contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**(3) All loss:**

- (a) Caused by one or more persons; or
- (b) Involving a single act or series of related acts;

is considered one occurrence.

(4) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

(5) In the event of loss or damage we will determine the value as follows:

- (a) "Money" at its face value; and
- (b) "Securities" at their value at the close of business on the day the loss is discovered.

(6) The most we will pay under this Extension for loss in any one occurrence is \$50,000.

**i. Premises Damage Resulting From Burglary or Robbery**

We will pay for loss or damage to the building at the described premises caused by or resulting from actual or attempted burglary or robbery if you are legally obligated to pay such loss or damage. The most we will pay under this Extension is \$10,000 at each described premises.

**j. Claims Data Expense**

We will pay up to \$50,000 for reasonable costs you incur preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

We will not pay for expenses or fees you incur from public insurance adjusters or for expenses related to claims not covered by this policy.

**k. Fine Arts**

We will pay for loss or damage, including breakage, to your fine arts or fine arts of others in your care, custody or control. For the purpose of this Extension fine arts means antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains; rare books; antique silver; rare glass; manuscripts and other bona fide works of art of rarity, historical value or artistic merit.

We will determine the value of the fine arts at market value at the time of loss or damage.

In case of loss or damage to a pair or set, we will pay you the full value of the pair or set and you agree to surrender the remaining articles of the set to us.

Our payment for loss or damage to fine arts of others will only be for the account of the owner of the property. If other insurance exists for loss or damage covered under this Extension, whether it can be collected or not, this Extension will not apply to that part of the loss.

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

#### **I. Appurtenant Buildings And Structures**

- a. You may extend the insurance that applies to Building to apply to direct physical loss or damage by a covered Cause of Loss to unscheduled incidental appurtenant buildings or structures which are at described premises where Building coverage applies.
- b. Incidental appurtenant buildings or structures include, but are not limited to storage buildings, garages, pump houses, and above ground tanks. But incidental appurtenant buildings or structures does not include:
  - (1) Outdoor signs, whether or not attached to a building;
  - (2) Any property covered under the **Outdoor Property Coverage Extension**; or
  - (3) Any property excluded under the provisions of **Property Not Covered** in the **Coverage** section.
- c. The most we will pay for loss or damage in any one occurrence under this Coverage Extension is \$50,000.

#### **m. Expediting Expenses**

We will pay reasonable expenses necessary to expedite permanent repairs or replacement and make temporary repairs when a Covered Cause of Loss results in direct physical loss or damage to Covered Property. Expediting expenses include additional labor or overtime, and transportation costs.

The most we will pay for all expediting expenses in any one occurrence is \$25,000.

#### **n. Errors in Design**

You may extend the insurance applying to "Computer(s)" to cover direct physical loss to your "Computer(s)" that results from errors in design or the use of faulty materials in the development, manufacture or installation of the equipment. This coverage does not apply to "Electronic Data".

This coverage extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

#### **o. Computer Virus**

The Errors or Omissions Exclusion **B.2.m.** in the Businessowners Coverage form does not apply to this Coverage Extension.

The most we will pay for loss or damage under this Coverage Extension is the lesser of \$25,000. This is the only portion of this policy that provides coverage for computer virus loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This coverage extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

#### **p. Brands and Labels**

- a. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:
  - (1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
  - (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.
- b. We will pay reasonable costs you incur to perform the activity described in **a.(1)** or **a.(2)** above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

#### **q. Electrical Injury**

We will pay for loss or damage caused by a change in artificially generated electrical current including a power surge, reduced voltage, blackout, brownout or other interruptions of normal electric power supply if such loss or damage exceeds the deductible for this extension.

This Coverage Extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

This Coverage Extension is not subject to the term of the electrical apparatus Exclusion **B.2.a.**, to the extent that such Exclusion would conflict with the provisions of this Coverage Extension.

8. **C. Limits Of Insurance, 2.** \$1,000 limitation to outdoor signs attached to buildings, is deleted.
9. The following is added to **Section D. Deductibles**:
  4. With respect to the coverages provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500 or the Property Deductible shown on the Businessowners Declarations, whichever is less. We will then pay the amount of loss or damage in excess of \$500 or the Property Deductible shown on the Businessowners Declarations, whichever is less, up to the applicable Limit of Insurance.
10. In regard to coverage on "Computer(s)" and "Electronic Data" provided within this form, **E. Property Loss Conditions, 5. Loss Payment, d.(3), (b)** is deleted.
11. **Under H. Property Definitions**
  1. "Computer" means (b) is replaced and (c) is added:

- (b) Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission, including related communication networks.
  - (c) Air conditioning equipment used exclusively in your data processing operations.
9. The following Paragraph **9.a.(1)** is replaced in the "Period of Restoration" definition :
- a. **Means the period of time that:**
    - (1) Begins immediately after the time of direct physical loss or damage caused by or resulting from any covered cause of loss at the described premises; and

The following definitions are added:

15. "Perishable stock" is defined as personal property that is:
- (1) Maintained under controlled conditions for its preservation; and
  - (2) Susceptible to loss or damage if the controlled conditions change.
16. "Financial Institution" means:
- (1) With regard to the **Computer And Funds Transfer Fraud Additional Coverage**:
    - a. A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
    - b. An insurance company; or
    - c. A stock brokerage firm or investment company.
  - (2) With regard to all other **Additional Coverages or Coverage Extensions**:
    - a. Any financial institution.
17. "Fraudulent instruction" means:
- 1. With regard to Paragraph **y.(1)(a)** of the **Computer And Funds Transfer Fraud Additional Coverage**:
    - a. A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
    - b. A written instruction (other than those covered under the **Forgery Or Alteration Additional Coverage**) issued to a "financial institution" directing the financial institution to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at

specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.

- 2. With regard to Paragraph **y.(2)** of the **Computer And Funds Transfer Fraud Additional Coverage**:

A "computer", telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change electronic data or computer programs within a computer system covered under this insurance, which instruction in fact was fraudulently issued by your computer software contractor.

18. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
- 1. By means of a computer, telefacsimile, telephone or other electronic instructions; or
  - 2. By means of written instructions (other than those covered under the **Forgery Or Alteration Additional Coverage**) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system

- 12. Throughout the forms modified by this endorsement the words "within 100 feet" are replaced with "within 1,000 feet."

- 13. In regard to coverage on "Computer(s)" and "Electronic Data" provided by this endorsement, the following changes are made to paragraph **B. Exclusions**.

The following exclusions do not apply:

- (1) Paragraph **B.2.c**.
- (2) Paragraph **B.2.d**.
- (3) Paragraph **B.2.I.(2)**
- (4) Paragraph **B.2.I.(3)**
- (5) Paragraph **B.2.I.(4)**
- (6) Paragraph **B.2.I.(5)**

Exclusion **B.2.I.(7)** is replaced by the following:

- (7) The following causes of loss to "Computer(s)" and "Electronic Data":
  - (a) 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 in the data processing operation.

**(b) Marring or scratching.**

But if an excluded cause of loss that is listed in **B.2.I.(1), (6) or (7)** 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.

**SECTION II – LIABILITY**

**Section II – Liability** is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

1. The insurance provided under Paragraphs **A.1.f.(1)(b)** and **A.1.f.(1)(d)** of **Coverage Extension – Supplementary Payments** are replaced by the following:

**(b)** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

**(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.

2. Paragraph **A.2.a.(3)(b) Medical Expenses** is replaced by the following:

**b.** The expenses are incurred and reported to us within three years of the date of the accident; and

3. With respect to **B.1. Exclusions Applicable To Business Liability Coverage**, Paragraphs **k.(3), k.(4), k.(6)** and **l.** do not apply to the use of elevators.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

4. With respect to **B.1.a. Exclusions Applicable To Business Liability Coverage** is replaced with the following:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

5. The following is added to Paragraph **C.1. Who Is An Insured:**

**f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, an insured does not include any subsidiary that is an insured under any other General Liability policy, or would have been an insured under such policy but for termination of that policy or the exhaustion of that policy's limits of liability.

6. The following is added to Paragraph **C. Who Is An Insured:**

3. 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:

**a.** Coverage under this provision is afforded only until the end of the policy period.

**b.** Paragraph **A.1. Business Liability** does not apply to:

**(1)** "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

**(2)** "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

This provision does not apply to newly formed or acquired organizations if coverage is excluded either by the provisions of the Coverage Part or by endorsements.

7. The following is added to Paragraph **C. Who Is An Insured:**

Paragraph **2.a.(1)** is amended to add the following:

**e.** Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

8. The following replaces **D. Liability and Medical Expenses Limits of Insurance** Paragraph 3.

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of damage by fire, smoke or leakage from automatic protection systems while rented to you or temporarily occupied by you with permission of the owner is \$500,000 unless a higher limit is shown in the Declarations.

9. The following replaces **D. Liability and Medical Expenses Limits of Insurance** 4. **Aggregate Limits**

The most we will pay for:

**a.** All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

- b. All:
  - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - (2) Plus medical expenses;
  - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit. Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You limit of \$500,000, unless a higher limit is shown in the Declarations, is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

The **Limits of Insurance of Section II – Liability** 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.

**10. The following is added to Paragraph E.2. Liability And Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

- e. The requirement in Paragraph E.2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A manager, if you are a limited liability company;
  - (4) An "executive officer" or an insurance manager, if you are a corporation; or
  - (5) A trustee, if you are the trust.
- f. The requirement in Paragraph E.2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;

- (3) A manager, if you are a limited liability company;
- (4) An "executive officer" or an insurance manager, if you are a corporation; or
- (5) A trustee, if you are the trust.

**11. Paragraph F.3. Liability And Medical Expenses Definitions is replaced by the following:**

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at anytime.

**Section III Common Policy Conditions (Applicable to Section I – Property and Section II – Liability)**

**Section III – Common Policy Conditions** is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

**M. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The following paragraph is added:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement 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".

**O. Unintentional Failure to Disclose**

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION –  
AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN A  
WRITTEN CONTRACT OR AGREEMENT – INCLUDING PRIMARY AND  
NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies the insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**Section II – Liability** is amended as follows:

**A.** The following is added to Paragraph **C. Who is an Insured:**

- 3.** Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and any other person or organization you are required to add as an additional insured under the contract or agreement described above.

Such person(s) or organization(s) is an additional insured 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 in connection with your premises owned or rented to you or in the performance of your ongoing operations.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If the coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of 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:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**C.** The following is added to Paragraph **H. Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**D.** All other terms and conditions of this policy remain unchanged.

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

**Schedule**

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	1/1/2026	Policy No. TWC4726781	Endorsement No. 0
Insured	Intermountain Claims, Inc		
Insurance Company	Technology Insurance Company, Inc.		

Countersigned by \_\_\_\_\_

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective    1/1/2026                      Policy No.    TWC4726781                      Endorsement No.    0  
Insured                      Intermountain Claims, Inc  
Insurance Company        Technology Insurance Company, Inc.

Countersigned by \_\_\_\_\_



CLAIM PROFESSIONALS LIABILITY INSURANCE COMPANY  
A RISK RETENTION GROUP

PO Box 789  
Apex, NC 27502

Telephone: 714.731.7860 Fax: 714.731.4605 NAIC: 12172

### Certificate of Liability Insurance

Coverage provided by Claim Professionals Liability Insurance Company, RRG. This certificate is issued for information purposes only and confers no rights to or upon the Certificate Holder. It does not extend nor alter the coverage under the policies itemized in this Certificate of Insurance.

<b>Certificate Holder</b>	<b>Additional Insured?</b>	<b>No</b>	<b>Named Insured</b>
Intermountain Claims P.O. Box 4367 Boise, ID 83711			Intermountain Claims, Inc. 340 East Clark, Suite C Pocatello, ID 83201  cindyw@intermountainclaims.com

This is to certify that the policies of insurance described below have been issued to the insured named above for the policy period indicated below. The insurance afforded by the policies described by this certificate is subject to all the terms, conditions, and exclusions of such policies. Limits shown below may have been reduced by paid claims.

Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
Errors and Omissions, a Claims Made Policy	CP 40622-14	12/1/2025	12/1/2026	Each Occurrence	\$5,000,000.00
				General Aggregate	\$5,000,000.00
				Deductible	\$10,000.00
General Liability, a Claims Made Policy	CP 40622-14	12/1/2025	12/1/2026	Each Occurrence	Not Covered
				General Aggregate	Not Covered
				Deductible	\$10,000.00

**Description of Insured's Operations**

Investigation, evaluation and resolution of insurance claims or losses and related claim adjustment, surveying, consulting, damage appraisal and umpire services. TPA services included.

**Cancellation**

Should any of the above policies be cancelled before the expiration date thereof, Claim Professionals Liability Insurance Company will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the company or its agents or representatives.

11/25/2025

Authorized Signature: 

Changes to this document are expressly forbidden unless specifically authorized by the Company.