

COMMERCIAL PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL COVERAGES FOR
OWNERS OF RESTAURANTS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

- 1. Paragraphs 1.a., 1.b., and 1.c., Covered Property of Section A, COVERAGE, are amended as follows:**

Sections **A.1.a.**, Building, **A.1.b.**, Your Business Personal Property, and **A.1.c.**, Personal Property of Others are amended to raise the distance limitation from within 100 feet of the described premises to within 1,000 feet of the described premises.

- 2. Section A.4., Additional Coverages, is amended as follows:**

b. Preservation of Property

The reference to the number of days in paragraph (2) of this Additional Coverage is changed to 60 days.

d. Pollutant Clean Up and Removal - \$50,000

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the days on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor, or assess the existence, concentration, or effects of "pollutants." But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

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

No deductible applies to this amended coverage.

3. Section A.4., Additional Coverages, is amended to include the following new Additional Coverages:

Preservation Expense - \$50,000

If it is necessary to move Covered Property to preserve it from loss by a Covered Cause of Loss, we will pay the actual expense to move the property to safety.

We will also pay any necessary rental fees for the temporary storage at premises of others for a period of 30 days after the property is first moved.

The most we will pay in any one occurrence is \$50,000.

No deductible applies to this Additional Coverage.

Expediting Expense - \$50,000

We will pay the reasonable cost you incur to expedite repairs to Covered Property that has been damaged by a Covered Cause of Loss. These costs are limited to:

- (a) payment of overtime wages; and
- (b) the extra cost of express or other rapid means of transportation.

We will not pay for such costs or expenses caused by the interference by strikers in the rebuilding, repairing, or replacing of the covered property at the location of loss, nor caused by the suspension, lapse, or cancellation of any license, lease, or contract.

The most we will pay in any one occurrence is \$50,000.

No deductible applies to this amended coverage.

Exterior Signs - \$50,000

This policy provides an additional amount of insurance, at each described premise, up to \$50,000 to cover direct physical loss to all exterior signs that are:

- 1. The property of the insured;
- 2. The property of others in the care, custody, or control of the insured; and
- 3. Located on the premises described in the Declarations.

This additional coverage does not apply to losses caused by or resulting from:

- 1. Wear and tear;

2. Hidden or latent defect;
3. Rust;
4. Corrosion; or
5. Mechanical breakdown.

The Perils and Exclusions provisions in this policy, except exclusions listed above and the War and Military Action, Governmental Action, and Nuclear Hazard exclusions, do not apply to this additional coverage.

The Additional Condition, Coinsurance, does not apply to this Additional Coverage.

A \$250 deductible applies to this Additional Coverage.

This limit is in addition to any other limit for this Additional Coverage contained in the policy.

Extra Expense - \$25,000

We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage at the described premises, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.

Extra Expense means expense incurred:

- (1) To avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described premises; or
 - (b) At replacement premises or at temporary locations, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations
- (2) To minimize the suspension of business if you cannot continue "operations."
- (3) To repair or replace any property to the extent it reduces the amount of loss that would have otherwise been payable under this Additional Coverage.

The most we will pay under this coverage is \$25,000 during each separate 12-month period of this policy.

This limit is in addition to any other limit for this coverage contained in the policy.

No deductible applies to this Additional Coverage.

Credit Card Forgery - \$25,000

We will pay for loss due to the good faith acceptance of credit card payment in exchange for merchandise, "money" or services or as part of a normal business transaction.

The most we will pay for any loss under this Additional Coverage is \$25,000.

No deductible applies to this Additional Coverage.

Electronic Data Processing (EDP) coverage - \$25,000

We will pay for loss to Covered Property from any Covered Cause of Loss, subject to the \$25,000 limit of insurance. This limit is in addition to any other limit for this Additional Coverage Contained in the policy.

(1) Covered Property

Covered Property, as used in this coverage, includes the following types of property that you own that are used in your business; and property of others as defined below, that is in your care, custody or control.

(a) Electronic Data Processing Equipment (Hardware)

As used in this Coverage Extension, Electronic Data Processing Equipment includes:

- (i)** Programmable electronic equipment that is used to store, retrieve and process data; and
- (ii)** Associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as data transmission;

except as described in **(b)** below.

(b) Electronic Media and Records (Including Software)

As used in this Coverage Extension, Electronic Media and Records includes:

- (i)** Electronic data processing, recording or storage media such as films, tapes, discs, drums, or cells;
- (ii)** Data stored on such media;

(iii) Programming records used for electronic data processing or electronically controlled equipment.

(2) The following is added to Paragraph A.2., Property Not Covered, in the Building and Personal Property Coverage Form.

(q) Property held as samples, held for rental or sale or that you rent to others;

(r) Property in storage away from the premises shown in the declarations or in the Schedule;

(s) Electronic data processing equipment which is permanently installed or designed to be permanently installed in any aircraft, watercraft, motor truck, or other vehicle subject to motor vehicle registration; or

(t) Accounts, bills, evidences of debt and valuable papers and records. However, such property is Covered Property in its "converted data" form.

(3) Mechanical Breakdown of Electronic Data Processing Equipment

We will pay for loss or damage to Covered Property due to mechanical breakdown if such loss or damage exceeds in any one occurrence the applicable policy deductible.

We will then pay the amount of loss or damage in excess of the policy deductible to the applicable Limit of Insurance shown above for the Electronic Data Processing Equipment.

(4) Artificially Generated Electrical Current

We will pay for loss or damage to Electronic Data Processing Equipment due to artificially generated electrical current if such loss or damage is caused by or results from:

(a) An occurrence that took place within 100 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 100 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 amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance shown above for the Electronic Data Processing Equipment.

(5) Additional Exclusions

The following exclusions apply in addition to the exclusions listed under **B**. Exclusions in the Building and Personal Property Coverage Form:

We will not pay for loss or damage caused by or resulting from any of the following:

- (a) Human error or omissions in processing, recording or storing information on electronic processing equipment.

But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.

- (b) Electrical or magnetic injury, disturbance or erasure of electronic recordings, except as provided under the Coverage Extensions of this endorsement

But we will pay for direct loss or damage caused by lightning.

- (c) Failure, breakdown or malfunction of electronic media and records and electronic data processing equipment, including parts, while the media is being run through the equipment.

But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss are covered by this endorsement.

- (d) Installation, testing, repair or other similar service performed upon the electronic data processing equipment, including parts.

4. Section A.5., Coverage Extensions, is amended as follows:

The first two paragraphs of **Section 5**. are amended to read as follows:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

The following Coverage Extensions are amended:

e. Outdoor Trees, Shrubs and Plants - \$50,000

You may extend the insurance provided by this Coverage Form to apply to your trees, shrubs, and plants (other than "stock" of trees, shrubs, or plants) caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or Civil Commotion;
5. Aircraft; or
6. Vehicles that you do not own, lease, or operate.

The most we will pay for loss or damage, including debris removal expense, under this Extension is \$50,000, but not more than \$5,000 for any one tree, shrub, or plant.

This limit is in addition to any other limit for this Coverage Extension contained in the policy.

A \$250 deductible applies to this Coverage Extension.

5. Section A.5., Coverage Extensions, is amended to include the following new Coverage Extensions:

Spoilage - \$50,000

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to refrigerated food caused by the following:

- (1) Change in temperature or humidity from mechanical breakdown or failure of refrigeration, cooling or humidity control apparatus or equipment only while such equipment or apparatus is at the described premises;
- (2) Contamination by the refrigerant; or
- (3) Change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off premises, due to conditions beyond your control.

Additional Exclusions

In addition to the exclusions listed in the Cause of Loss form, we will not pay for loss or damage caused by or resulting from:

- (1) The disconnection of any refrigerating, cooling, or humidity control system from the source of power;
- (2) 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;
- (3) 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.
- (4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand;
- (5) Breaking of any glass that is a permanent part of any refrigerating, cooling, or humidity control unit.

You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this Extension will be automatically suspended at the insured location.

The most we will pay for loss or damage under this Extension is \$50,000 during each separate 12-month period of this policy.

This limit is in addition to any other limit for this coverage contained in the policy.

The policy deductible applies to this Coverage Extension.

Accounts Receivable - \$25,000

You may extend the insurance to apply to:

1. All amounts due from your customers that you are unable to collect when a Covered Cause of Loss damages your accounts receivable records;
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 the loss or damage; and

4. Other reasonable expenses that you incur to re-establish your records of accounts receivable, that result from Covered Causes of Loss to your records of accounts receivable.

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

This limit is in addition to any other limit for this Coverage Extension contained in the policy.

The policy deductible applies to this Coverage Extension.

Employee Dishonesty - \$25,000

We will cover direct loss or damage to "money" and other business personal property that you own resulting from dishonest acts committed by any of your "employees," except you or your officers or partners, acting alone or in collusion with other persons, subject to the following conditions:

1. Coverage ceases for any employee immediately upon discovery by you or any of your officers or partners of any dishonest or fraudulent act committed by that employee.
2. Dishonest or fraudulent acts or a series of similar or related acts of any employee acting alone or in collusion with others during the policy period shall be deemed to be one occurrence.
3. Loss is covered only if discovered not later than one year from the end of the policy period, and then this insurance shall apply only to loss sustained during the policy period.
4. If more than one Named Insured is covered under this policy, the most we will pay shall not exceed the amount for which we would pay if there were only one insured.

The most we will pay for loss or damage is \$25,000 in any one 12-month period of this policy.

No deductible applies to this Coverage Extension.

Money and Securities

1. 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, 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 property coverage, 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 within the device.
3. The most we will pay for loss of "money" and "securities" in any one occurrence is:
 - a. \$20,000 in or on the described premises, bank or saving institution; or
 - b. \$10,000 for Outside the Premises for "money" and "securities" while anywhere else.
4. All loss:
 - a. Caused by one or more persons; or
 - b. Involving a single act or series of related acts; is considered one occurrence.
5. The insured must keep records of all “money” and “securities” so that we can verify the amount of any loss or damage.
6. “Money” means:
 - (a) Currency, coins, and bank notes in current use and having a face value; and
 - (b) Travelers' checks, register checks, and money orders held for sale to the public.
7. “Securities” means negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes:

- (a) Tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include “money.”

A \$250 deductible applies to this Coverage Extension.

7. Section E., LOSS CONDITIONS, is amended as follows:

Section E.7.b., Valuation, is amended to read as follows:

If the Limit of Insurance for building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$25,000 or less, we will pay the cost of building repairs or replacement.

8. If the Causes of Loss - Special Form is shown in the Declarations for Building Coverage, Paragraph 2. of Section C. - Limitations, is replaced by the following:

Building Glass

- (1) We will pay for direct physical loss of or damage to glass, including lettering or ornamentation, this is part of the exterior of a covered building or structure at the described premises. The glass must be owned by you, or owned by others but in your care, custody or control. We will also pay for the necessary:
 - (a) Expenses incurred to put up temporary plates or board up openings;
 - (b) Repair or replacement of encasing frames; and
 - (c) Expenses incurred to remove or replace obstructions.
- (2) Paragraph **B., Exclusions**, does not apply except for:
 - (a) Paragraph **B.1.b.**, Earth Movement;
 - (b) Paragraph **B.1.c.**, Governmental Action;
 - (c) Paragraph **B.1.d.**, Nuclear Hazard;
 - (d) Paragraph **B.1.f.**, War and Military Action;
 - (e) Paragraph **B.1.g.**, Water.
- (3) We will not pay for loss or damage caused by or resulting from;

- (a) Wear and tear;
 - (b) Hidden or latent defect;
 - (c) Corrosion; or
 - (d) Rust.
- (4) The most we will pay for loss to Building Glass is the Building Limit of Insurance shown in the Declarations.

A \$250 deductible applies to this Coverage Extension.

9. Section H., DEFINITIONS, is amended by the addition of the following:

"Period of Restoration" means the period of time that:

- a. Begins with the date of direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the described premises; and
- b. Ends on the date when the property at the described premises should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) 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."

"Operations" means your business activities occurring at the described premises.

"Money" means:

- (1) Currency, coins and bank notes, whether or not in current use; and
- (2) Travelers checks, registered checks, and money orders held for sale to the public.