

# SelectPac Property Extension Endorsement

COMMERCIAL PROPERTY  
CP 76 28 01 16

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

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

1. All references in the above forms to 100 feet are changed to 1,000 feet.
2. If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, the following limitations will apply:
  - a. Your recovery under all such insurance will not exceed the actual amount of loss or damage sustained; and
  - b. The insurance provided by this endorsement applies in excess of and, except as to premium, limits and notice, follows the terms, conditions, limitations and exclusions of other applicable insurance issued to you by us or any of our affiliates.
3. With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

### SECTION I

The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:

#### COVERED PROPERTY - BUILDING

Under **Section A. Coverage**, Paragraph **1.a. Building**, the following is added to subparagraph **(4)**:

- (e) Lobby and hallway furnishings owned by you.

#### PROPERTY NOT COVERED

Under **Section A. Coverage**, Paragraph **2. Property Not Covered**, subparagraphs **f.**, **g.**, **i.**, and **m.** are deleted.

#### ADDITIONAL COVERAGES

##### Debris Removal

Under **Section A.4. Additional Coverages**, Paragraph **a. Debris Removal**, the following is amended:

Subparagraph **(1)** is deleted and replaced by the following:

- (1)** Subject to Paragraphs **(3)** and **(4)**, we will pay your expense to remove debris of Covered Property and other debris that is on the described premises when such debris 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 in writing within 180 days of the date of direct physical loss or damage.

##### Fire Department Service Charge

Under **Section A.4. Additional Coverages**, Paragraph **c. Fire Department Service Charge**, the \$1,000 limit is deleted and replaced by the limit shown in the SelectPac Schedule.

##### Pollutant Clean-Up And Removal

Under **Section A.4. Additional Coverages**, Paragraph **d. Pollutant Clean-up and Removal**, the \$10,000 limit is deleted and replaced by the limit shown in the SelectPac Schedule.

#### COVERAGE EXTENSIONS

**Section A.5. Coverage Extensions** is deleted and replaced by the following:

Unless otherwise stated in this endorsement or in a specific Coverage Extension, Coverage Extensions:

1. Are subject to the Deductible shown in the Commercial Property Coverage Declarations or \$500 per occurrence, whichever is less;
2. Are not subject to the **Additional Condition Coinsurance**;
3. Are in addition to the Limits of Insurance shown in the Declarations; and
4. Apply to each described premises on a per occurrence basis.

## Accounts Receivable

You may extend the insurance provided by this Coverage Form as set forth in the Accounts Receivable Coverage Endorsement **CP 76 64** which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

No deductible applies to this Coverage Extension.

## Arson, Theft And Vandalism Rewards

### (This Provision Does Not Apply In New York)

You may extend the insurance provided by this Coverage Form to apply to reimbursement for payment of rewards given to any person or persons other than you, your officers, your partners, your employees, public police, or fire officials who provide(s) information leading to a conviction in connection with:

1. A covered fire loss to the described premises caused by arson;
2. An actual or attempted theft of money or Covered Property; or
3. A covered vandalism loss to the described premises.

The most we will pay under this Coverage Extension for any one occurrence is the limit shown in the SelectPac Schedule. This is the most we will pay regardless of the number of persons who provided information.

No deductible applies to this Coverage Extension.

## Back Up Of Sewer, Drain Or Sump - Direct Damage

You may extend the insurance provided by this Coverage Form to pay for direct physical loss or damage to Covered Property at described premises caused by or resulting from:

1. Water or waterborne material that backs up or overflows or is otherwise discharged from the described premises sewer, drain, sump, sump pump or related equipment; or
2. Water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces.

However, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

For purposes of this Coverage Extension, drain does not include a roof drain, gutter, downspout or similar fixtures or equipment.

This Coverage Extension does not apply to loss or damage caused by or resulting from your failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule or the Building and/or the Business Personal Property Limit of Insurance shown in the Declarations, whichever is less.

**This Coverage Extension is not flood insurance.** We will not pay for direct physical loss or damage from water or waterborne material that backs up or overflows from a sewer, drain, sump, sump pump or related equipment caused by any flood whether or not the flood contributes concurrently or in any sequence to the loss. This applies regardless of the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not, that enters the sewer or drain system.

## Brands And Labels

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

1. Pay expenses you incur to:
  - a. Label or stamp the damaged property as salvage, if doing so will not physically damage the property; or
  - b. Remove the brand or label and then re-label the damaged property to comply with applicable law.
2. Cover any reduction in the salvage value of the damaged property as a result of the removal of the brand or label.

The most we will pay under this Coverage Extension is the applicable Limit of Insurance for Your Business Personal Property shown in the Declarations.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your Business Personal Property Limit of Insurance.

## Claim Expenses

You may extend the insurance provided by this Coverage Form to apply to all reasonable expenses that you incur at our request to assist us in the:

1. Investigation of a claim;
2. Determination of the amount of loss, such as taking inventory or making appraisals; and/or
3. Cost of preparing specific loss documents and other supporting exhibits.

We will not pay for expenses:

1. Incurred to perform your duties under Section **E. Loss Conditions**, Paragraph **2. Appraisal**;
2. Incurred to prove that loss or damage is covered;
3. Billed by and payable to independent or public adjusters, attorneys or any of their affiliated entities; and/or
4. To prepare claims not covered by this policy.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

## Deferred Payments

You may extend the insurance provided by Your Business Personal Property to protect your interest in lost or damaged Covered Property sold by you under a conditional sale or trust agreement or any installment or deferred plan when such loss or damage results from direct physical loss to that Covered Property after delivery to buyers caused by or resulting from a Covered Cause of Loss.

When a loss occurs and the buyer continues to pay you, there will be no loss payment.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

## Electronic Information Systems

You may extend the insurance provided by this Coverage Form as set forth in the Electronic Information Systems Coverage Endorsement **CP 76 67** which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

## Extra Expense

You may extend the insurance provided by this Coverage Form to apply to the actual and necessary Extra Expense you sustain due to direct physical loss or damage to Covered Property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

1. We will pay any Extra Expense to:
  - a. Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations including:
    - (1) Relocation expenses; and
    - (2) Costs to equip and operate the replacement or temporary locations.
  - b. Minimize the "suspension" of business if you cannot continue "operations".
2. We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

This Coverage Extension does not apply if Business Income - Actual Loss Sustained coverage is made part of this policy.

The following definitions apply to the coverage provided by this Coverage Extension:

1. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises.
2. "Period of Restoration" means the period of time that:
  - a. Begins immediately after the time of direct physical loss or damage to Covered Property caused by or resulting from a 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.

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

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

3. "Suspension" means:
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

No deductible applies to this Coverage Extension.

## Fine Arts

You may extend the insurance provided by this Coverage Form as set forth in the Fine Arts Coverage Endorsement **CP 76 68** which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

## Fire Extinguishing Equipment

You may extend the insurance provided by this Coverage Form to:

1. Apply to direct physical loss or damage to Covered Property;
2. Pay for the cost to recharge or refill any "fire extinguishing equipment"; and
3. Pay the cost you incur to clean up the released extinguishing agent;

when "fire extinguishing equipment" is discharged:

1. Due to a Covered Cause of Loss;
2. As a result of the intended operation of such equipment to prevent or control a Covered Cause of Loss;
3. Accidentally; or
4. Resulting from a malfunction of the "fire extinguishing equipment."

We will not pay for loss or damage, recharge and clean-up costs if:

1. You fail to maintain the "fire extinguishing equipment" in proper operating condition; or
2. The discharge occurs while servicing, refilling or testing the "fire extinguishing equipment".

If it is less expensive to do so, we will pay your costs to replace your "fire extinguishing equipment" rather than recharge it.

The following definition applies to this Coverage Extension:

"Fire extinguishing equipment" means portable fire extinguishers and automatic extinguishing systems protecting cooking equipment that are intended to protect described premises. "Fire extinguishing equipment" does not include automatic sprinkler systems.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

No deductible applies to this Coverage Extension.

## Installation Property

You may extend the insurance provided by Your Business Personal Property as set forth in the Installation Property Coverage Endorsement **CP 76 69** which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

## Lock Replacement Coverage

You may extend the insurance provided by this Coverage Form to apply to necessary replacement of locks because keys to your described premises have been lost, stolen or damaged by a Covered Cause of Loss.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

No deductible applies to this Coverage Extension.

## Mobile Equipment

You may extend the insurance provided by this Coverage Form as set forth in the Mobile Equipment Coverage Endorsement **CP 76 70** which is made a part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

## Newly Acquired Or Constructed Property

### 1. Building

If this policy covers Building, you may extend that insurance to apply to direct physical loss or damage to the following when caused by or resulting from a Covered Cause of Loss:

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

The most we will pay under this Coverage Extension is the Building Per Location limit shown in the SelectPac Schedule.

### 2. Your Business Personal Property

If this policy covers Your Business Personal Property, you may extend that insurance to apply to direct physical loss or damage to the following when caused by or resulting from a Covered Cause of Loss:

- a. Business Personal Property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- b. 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:

- a. Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- b. Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities; or
- c. "Stock".

The most we will pay under this Coverage Extension is the Your Business Personal Property Per Location limit shown in the SelectPac Schedule.

### 3. Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- a. This policy expires;
- b. 180 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.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

#### Non-Owned Detached Trailers

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to trailers that you do not own caused by or resulting from a Covered Cause of Loss provided that:

1. The trailer is used in your business;
2. The trailer is in your care, custody or control at the described premises or at your newly acquired location; and
3. You have a contractual responsibility to pay for loss or damage to the trailer.

We will not pay for any loss or damage that occurs:

1. While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion; or
2. During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such trailer.

#### Ordinance Or Law

The **Increased Cost of Construction Additional Coverage** is deleted and replaced by the following Ordinance Or Law Coverage Extension:

You may extend the insurance that applies to Building as follows:

1. If there is direct physical loss or damage to described premises caused by or resulting from a Covered Cause of Loss we will pay the following to the extent it results from enforcement of an ordinance or law:

- a. **Coverage A.** The loss in value of the undamaged portion of the building that requires demolition of undamaged parts of the same building.
- b. **Coverage B.** The cost to demolish and clear the site of undamaged parts of the same building.
- c. **Coverage C.** The increased cost to:

- (1) Repair or reconstruct damaged portions of the same building; and/or
- (2) Reconstruct or remodel undamaged portions of the same building, whether or not demolition is required.

However:

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

- d. **Coverage D.** The increased cost to repair, rebuild or reconstruct tenant's improvements and betterments.

2. The ordinance or law must:

- a. Regulate the demolition, construction or repair of buildings or establishes zoning or land use requirements at the described premises; and
- b. Be in force at the time of loss.

3. We will not pay under this Coverage Extension for:

- a. Loss due to any ordinance or law with which:
  - (1) You were required to comply before the loss, even if the building was undamaged; and
  - (2) You failed to comply.
- b. The enforcement of 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 or any activity of "fungus", wet or dry rot or bacteria; or
- c. The costs associated with the enforcement of 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", "fungus", wet or dry rot or bacteria.

4. We will not pay for increased construction costs under this endorsement:
  - a. Until the property is actually repaired or replaced, at that same premises or elsewhere; and
  - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years.
5. This Coverage Extension is not subject to the terms of the Ordinance or Law Exclusion found in the Causes of Loss - Special Form, to the extent such Exclusion conflicts with this Coverage Extension.
6. The most we will pay under this Coverage Extension for:
  - a. **Coverage A.** The loss to undamaged portion of the building:
    - (1) If the property is repaired or replaced on the same or another premises is the lesser of:
      - (a) The amount you actually spend to repair, rebuild or reconstruct the undamaged portion of the building;
      - (b) The amount it would cost to restore the undamaged portion to the same height, floor area, style and comparable quality of the original undamaged portion of the building; or
      - (c) The limit of insurance applicable to the covered building property shown in the Declarations.
    - (2) If the property is not repaired or replaced or if Replacement Cost does not apply is the lesser of:
      - (a) The actual cash value of the undamaged portion of the building at the time of loss; or
      - (b) The limit of insurance applicable to the covered Building property shown in the Declarations.
    - (3) Coverage A. is not in addition to the Building Limits of Insurance shown in the Declarations and is included within the covered Building Limit of Insurance.
  - b. **Coverage B.** The cost to demolish and clear the site of undamaged part of the same building is the limit shown in the SelectPac Schedule.
  - c. **Coverage C.** The increased cost to repair, rebuild, or construct the same building is the limit shown in the SelectPac Schedule.

- d. **Coverage D.** The increased cost to repair, rebuild or reconstruct tenant's improvements and betterments is the limit shown in the SelectPac Schedule.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

#### **Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage, including debris removal expense, to the following outdoor property owned or leased by you caused by or resulting from a Covered Cause of Loss:

1. Outdoor fences;
2. Outdoor signs, whether or not attached to buildings;
3. Outdoor storage sheds and garages used to store your business supplies or equipment;
4. Outdoor lights, whether or not attached to buildings;
5. Paved surfaces, including but not limited to bridges, roads, walks, foot and cart bridges, patios, parking lots, running tracks, playgrounds and athletic fields both artificial and natural turf;
6. Playground equipment;
7. Radio and television receiving equipment including loss or damage to your radio and television antennas, satellite dishes and similar audio/visual receiving equipment, their lead-in wiring, masts or towers;
8. Outdoor tents, canopies, and awnings of fabric or slate construction not attached to a building and located on or off your described premises;
9. Ornamental Gardens. However, loss or damage caused by weight of ice, snow or sleet is not covered;
10. Hardscape landscaping consisting of masonry or stone bridges, walks, patios, retaining walls or similar surfaces or wooden landscaping bridges, permanent objects whose primary function is decoration, benches, statues, fountains, monuments and gazebos or similar structures; and
11. Outdoor artwork and decorative objects.

However, this Coverage Extension does not apply to loss or damage caused by freezing or thawing.

The most we will pay, including debris removal expense, under this Coverage Extension is the limit shown in the SelectPac Schedule.

### **Outdoor Trees, Shrubs And Plants**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor trees, shrubs and plants (other than "stock" of trees, shrubs or plants) including debris removal expense, caused by or resulting from a Covered Cause of Loss.

This Coverage Extension does not apply to loss or damage to property covered under the Outdoor Property Coverage Extension.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule but not more than \$2,500 for any one tree, shrub or plant.

### **Personal Effects**

You may extend the insurance that applies to Your Business Personal Property as set forth in the Personal Effects Coverage Endorsement **CP 76 76** which is made part of this policy.

The most we will pay under this Coverage Extension are the:

1. Per person; and
2. Per occurrence

limits shown in the SelectPac Schedule.

No deductible applies to this Coverage Extension.

### **Personal Property At Unnamed Premises - Within the Coverage Territory**

You may extend the insurance provided by Your Business Personal Property to apply to direct physical loss or damage to Business Personal Property and Personal Property of Others in your care, custody or control while at an "unnamed premises" caused by or resulting from a Covered Cause of Loss.

For this Coverage Extension, "unnamed premises" means locations:

1. Owned, leased or operated by you; or
2. Not owned, leased or operated by you, where Your Business Personal Property or Personal Property of Others in your care, custody or control is located, including fairs, trade shows or exhibitions;

that are within the Coverage Territory and not described in the Declarations.

This Coverage Extension does not apply to:

1. Installation property;
2. Personal effects;
3. "Portable computers";
4. Property in the care, custody or control of your salesperson;
5. Property in transit; or
6. Property covered under the Newly Acquired Or Constructed Property Coverage Extension.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

### **Personal Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to Personal Property of Others in your care, custody or control caused by or resulting from a Covered Cause of Loss.

This Coverage Extension does not apply to:

1. Installation property;
2. Personal effects;
3. Property in the care, custody or control of your salesperson;
4. Property In transit; and
5. Property of others for which you are legally liable as:
  - a. A carrier for hire; or
  - b. An arranger of transportation, including car loaders, consolidators, brokers, freight forwarders or shipping associates.

The most we will pay under this Coverage Extension is the applicable Limit of Insurance for Your Business Personal Property shown in the Declarations.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your Business Personal Property Limit of Insurance.

Our payment for loss of or damage to Personal Property of Others will only be for the account of the owner of the property.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

### **Property In Transit**

You may extend the insurance provided by Your Business Personal Property as set forth in the Property In Transit Coverage Endorsement **CP 76 77** which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

### **Salesperson's Samples**

You may extend the insurance provided by Your Business Personal Property as set forth in the Salesperson's Samples Coverage Endorsement **CP 76 78** which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

### **Spoilage**

You may extend the insurance provided by Your Business Personal Property to apply to direct physical loss or damage to Covered Property caused by or resulting from the following:

1. Breakdown or Contamination, meaning:

- a. Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and
  - b. Contamination by the refrigerant.
2. 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.

For purposes of the Coverage Extension, Covered Property means "perishable stock" at the described premises owned by you or by others that is in your care, custody and control.

Only the following Exclusions contained in Paragraph **B.1.** of the **Causes of Loss - Special Form** apply to this Coverage Extension:

- 1. Earth Movement;
- 2. Governmental Action;
- 3. Nuclear Hazard;
- 4. War and Military Action; and
- 5. Water.

The following additional exclusions apply to this Coverage Extension:

- 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.

"Perishable stock" means personal property:

- 1. Maintained under controlled conditions for its preservation; and
- 2. Susceptible to loss or damage if the controlled conditions change.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

## Tenant's Building Glass Liability

If you are a tenant and no Limit of Insurance is shown in the Declarations for Building coverage, you may extend the insurance provided for Your Business Personal Property to cover direct physical loss or damage to building glass that is part of the exterior or interior walls, floors or ceilings of the building or structure occupied by you at the described premises caused by or resulting from a Covered Cause of Loss.

We will also pay for necessary:

- 1. Expenses incurred to put up temporary plates or board up openings;
- 2. Repair or replacement of encasing frames;
- 3. Expenses incurred to remove or replace obstructions; and
- 4. Repair or replace alarm tapes.

This Coverage Extension only applies to glass owned by you, or by others which is in your care, custody or control, and for which you are legally, or have contractually agreed to be, responsible.

Our payment for glass owned by others will only be for the account of the owner of the glass.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your Business Personal Property Limit of Insurance.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

## Theft Damage To Building

You may extend the insurance that applies to Your Business Personal Property to apply to damage to that part of any building containing Covered Property caused directly by theft or attempted theft.

We will not pay for damage to glass or to lettering or artwork on glass.

This Coverage Extension applies only to described premises where you are a tenant and are responsible for such damage by the provisions of a written lease agreement.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your Business Personal Property Limit of Insurance.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

## Tools and Equipment

You may extend the insurance provided by Your Business Personal Property as set forth in the Tools and Equipment Coverage Endorsement **CP 76 74** which is made part of this policy.

The most we will pay for loss or damage under this Coverage Extension is the limit shown in the ElitePac Schedule.



### Utility Services - Direct Damage

You may extend the insurance provided by this Coverage Form to apply to loss or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage to the following property located outside of a covered building described in the Declarations and be caused by or result from a Covered Cause of Loss:

1. Water Supply Services, meaning pumping stations and water mains supplying water to the described premises.
2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - a. Communication transmission lines, including optic fiber transmission lines;
  - b. Coaxial cables; or
  - c. Microwave radio relays, excepting satellites.Overhead communication transmission lines are excluded.
3. Power Supply Services, meaning utility generating plants, switching stations, substations, transformers and transmission lines supplying electricity, steam or gas to the described premises.

Overhead power transmission lines are excluded.

As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Utility Services Exclusion does not apply to the extent that coverage is provided under this Coverage Extension.

The most we will pay under this Coverage Extension is the limit shown in the SelectPac Schedule.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

### Valuable Papers And Records

You may extend the insurance provided by Your Business Personal Property as set forth in the Valuable Papers Coverage Endorsement **CP 76 75** which is made part of this policy.

The most we will pay for loss or damage under this Coverage Extension is the limit shown in the SelectPac Schedule.

### LIMITS OF INSURANCE

The following is added to Section **C. LIMITS OF INSURANCE**:

### Business Personal Property Seasonal Increase

The Limit of Insurance for Business Personal Property will increase by the percentage shown in the SelectPac Schedule to provide for seasonal variations in your business. This percentage increase will apply only if the limit shown for Your Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

1. The 12 months immediately preceding the date the loss or damage occurs; or
2. The period of time you have been in business as of the date the loss or damage occurs.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

### DEDUCTIBLE

The following is added to Section **D. DEDUCTIBLE**:

If multiple deductibles apply to loss covered under this Coverage Form, the most we will deduct from the loss is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

If a loss covered under this Coverage Form also involves a loss covered under an Inland Marine Coverage Form or the Physical Damage Section of a Business Auto Coverage Form issued to you by us or any of our affiliates, the most we will deduct from the loss is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

### LOSS CONDITIONS

The following are added to **Valuation** under **Loss Conditions**:

1. Finished "stock" you fabricated or manufactured including "stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had.
2. We will pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss of or damage to other parts of "stock" at the described premises caused by or resulting from a Covered Cause of Loss.
3. Personal Property of Others at the amount for which you are liable, not to exceed the replacement cost.

## ADDITIONAL CONDITIONS

The following is added to **Additional Condition F.1. Coinsurance**:

Do not include the values of the following Covered Property types in determining the most we will pay:

1. The cost of excavations, grading, backfilling or filling;
2. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - a. The lowest basement floor; or
  - b. The surface of the ground, if there is no basement;
3. Personal property while airborne or waterborne; and
4. Underground pipes, flues or drains.

### SECTION II

The **CAUSES OF LOSS - SPECIAL FORM** is amended as follows:

#### EXCLUSIONS

Under Section **B. Exclusions**:

Exclusions **2.d.(7)** and **2.i.** are deleted and do not apply.

#### LIMITATIONS

Under Section **C. Limitations**:

1. Paragraphs **1.d.**, **1.f.**, **2.**, and **3.c.** are deleted and do not apply.

## ADDITIONAL COVERAGE EXTENSIONS

**Property in Transit** Additional Coverage Extension does not apply.

### SECTION III

When a **BUSINESS INCOME COVERAGE FORM** is made a part of this policy, that form is amended as follows:

## ADDITIONAL COVERAGES

The following is added to Section **5. Additional Coverages**:

Unless otherwise stated in this endorsement or in a specific Additional Coverage, Additional Coverages:

1. Are in addition to the Limits of Insurance shown in the Declarations;
2. Apply to each described premises on a per occurrence basis; and
3. Do not have a waiting period under the definition of "period of restoration".

The following **Additional Coverages** are added:

## Back Up Of Sewer, Drain Or Sump - Business Income

We will pay for the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage to Covered Property at described premises. The loss or damage must be caused by or result from:

1. Water or waterborne material that backs up or overflows or is otherwise discharged from the described premises sewer, drain, sump, sump pump or its related equipment; or
2. Water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces.

However, we will not pay for the loss of Business Income you sustain in the event of mechanical breakdown to a sump, sump pump or its related equipment.

For purposes of this Additional Coverage, drain does not include a roof drain, gutter, downspout or similar fixtures or equipment.

This Additional Coverage does not apply to loss of Business Income caused by or resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

The most we will pay for loss of Business Income under this Additional Coverage is the limit shown in the SelectPac Schedule or the Business Income Limit of Insurance shown in the Declarations, whichever is less.

**This coverage extension is not flood insurance.** We will not pay for direct physical loss or damage from water or waterborne material that backs up or overflows from a sewer, drain, sump, sump pump or related equipment caused by any flood whether or not the flood contributes concurrently or in any sequence to the loss. This applies regardless of the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not, that enters the sewer or drain system.

## Dependent Properties

We will pay for the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage to "dependent property" caused by or resulting from a Covered Cause of Loss.

For this Additional Coverage only, "period of restoration" means the period of time that:

1. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
2. Ends on the date when the property at the premises of the "dependent property" 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".

The most we will pay under this Additional Coverage is the limit shown in the SelectPac Schedule.

This Additional Coverage does not apply to "dependent properties" for which you have more specific insurance either under this policy or another.

#### **Extended Business Income**

The 30 consecutive days restriction under Extended Business Income is changed to the number of consecutive days shown in the SelectPac Schedule.

#### **Utility Services - Time Element**

We will pay for the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by the interruption of service to the described premises due to direct physical loss or damage to the following property located outside of a covered building described in the Declarations. The loss or damage must be caused by a Covered Cause of Loss:

1. Water Supply Services, meaning pumping stations and water mains supplying water to the described premises.
2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - a. Communication transmission lines, including optic fiber transmission lines;
  - b. Coaxial cables; or
  - c. Microwave radio relays, excepting satellites.

Overhead communication transmission lines are excluded.

3. Power Supply Services, meaning utility generating plants, switching stations, substations, transformers and transmission lines supplying electricity, steam or gas to the described premises.

Overhead power transmission lines are excluded.

As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Utility Services Exclusion does not apply to the extent that coverage is provided under this Additional Coverage.

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

The most we will pay under this Additional Coverage is the limit shown in the SelectPac Schedule, but we will not pay for the loss of Business Income you sustain during the first 24 hours immediately following the direct physical loss or damage.

#### **COVERAGE EXTENSION**

##### **Newly Acquired Locations - Business Income**

Under Section **A.6., Coverage Extension, Newly Acquired Locations:**

1. Paragraph **b.** is deleted and replaced by the following:
  - b. The most we will pay under this Coverage Extension for the sum of Business Income loss and Extra Expense incurred is the limit shown in the SelectPac Schedule.
2. Paragraph **c.(2)** is deleted and replaced by the following:
  - (2) 180 days expire after you acquire or begin to construct the property: or

#### **DEFINITIONS**

The following definition is added to Section **F. Definitions:**

"Dependent Property" means property operated by others you depend on to:

- a. Deliver materials or services (other than water, communications, or power supply) to you, or to others for your account (Contributing Locations);
- b. Accept your products or services (Recipient Locations);
- c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- d. Attract customers to your business (Leader Locations).