

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL PROPERTY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM

The following is a summary of the limits of insurance and additional coverage provided by this endorsement. The column titled "Included Limit" lists the minimum limits of insurance applicable. The column titled "Revised Limit" lists the amended limits (if any) which were increased due to you purchasing additional insurance. For complete details on specific coverages, refer to the appropriate provisions in this endorsement.

| Included Limit | Revised Limit | SUBJECTS OF INSURANCE |
|-------------------|------------------|--|
| \$ 25,000 | | Accounts Receivable |
| \$ 25,000 | | Computer Systems Coverage |
| \$ 10,000 | | Employee Theft |
| \$ 25,000 | | Fine Arts |
| \$ 25,000 | | Fire Department Service Charge |
| \$ 25,000 | | Fire Protection Device Recharge |
| \$ 10,000 | | Forgery & Alteration |
| \$ 10,000 | | Money and Securities |
| \$ 500,000 | | Newly Acquired or Constructed Property – Building |
| \$ 250,000 | | Newly Acquired or Constructed Property – Personal Property |
| \$ 25,000 | | Ordinance or Law - Increased Cost of Construction Coverage |
| \$ 25,000 | | Outdoor Property |
| \$ 10,000 | | Personal Effects |
| \$ 10,000 | | Property in Transit |
| \$ 25,000 | | Property Off Premises |
| \$ 10,000 | | Signs |
| \$ 25,000 | | Spoilage, Contamination, Change in Temperature or Humidity |
| \$ 25,000 | | Valuable Papers And Records |
| \$ 25,000 | | Utility Services - Direct Damage |
| \$ 25,000 | | Utility Services - Loss of Business Income |
| \$ 10,000 | | Water Back up of Sewers and Drains |

Deductible: Additional coverages are subject to the deductible amount of this policy unless specifically amended on the following pages.

ACCOUNTS RECEIVABLE

The following is added to Section **A.4. Additional Coverages** of form CP 00 10:

We will pay:

- a. All amounts due from your customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- d. Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

Removal

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- a. At a safe place away from your "premises"; or
- b. Being taken to and returned from that place.

Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations

Additional Conditions

Determination Of Receivables

- 1. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
 - a. Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - b. Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

- 2. The following will be deducted from the total amount of accounts receivable, however that amount is established:

- a. The amount of the accounts for which there is no loss or damage;
- b. The amount of the accounts that you are able to reestablish or collect;
- c. An amount to allow for probable bad debts that you are normally unable to collect; and
- d. All unearned interest and service charges.

Deductible

No deductible applies to this additional coverage.

COMPUTER SYSTEMS COVERAGE

The following is added to Section **A.4. Additional Coverages** of form CP 00 10:

We will pay for direct physical loss of or damage to:

- a. "Computer Equipment", "Data" and "Media" owned by you; and
- b. Similar property of others in your care, custody or control.

Property Not Covered

Covered Property does not include:

- a. Property leased or rented to others while away from your premises described in the Declarations;
- b. Accounts, bills, evidences of debt, valuable papers, abstracts, records, deeds, manuscripts or other documents, unless converted to "data" and then only in that form;
- c. Portable personal computers, including lap- tops and notebooks;
- d. Contraband, or property in the course of illegal transportation or trade; or
- e. Stock in trade.

Additional Coverages

Preservation Of Property

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

- a. While it is being moved or while temporarily stored at another premises; and
- b. Only if the loss or damage occurs within 30 days after the property is first moved.

Recharging The Fire Suppression System

We will pay up to \$10,000 to recharge the fire suppression system protecting your premises if the system, for any reason, discharges.

Virus, Harmful Code Or Similar Instruction

- a. Under this Additional Coverage, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. "
- b. Subject to the provisions of this Additional Coverage:
 - 1). We will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a virus, harmful code or similar instruction; and
 - 2). Subject to the provisions of the Business Income Coverage Form, if applicable, you may extend insurance that applies to Business Income to apply to a suspension of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a virus, harmful code or similar instruction; introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a

temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- c. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- d. With respect to Business Income coverage, if applicable, this Additional Coverage – Virus, Harmful Code Or Similar Instruction does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance applicable in Paragraph (5) below has not been exhausted.

Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay under this Additional Coverage – Virus, Harmful Code Or Similar Instruction is \$5,000 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.

Additional Conditions

Valuation

The value of "computer equipment will be:

- a. The cost of replacing the equipment with new property functionally identical to the damaged equipment if replaced; or
- b. Actual cash value if the property is not repaired or replaced.
 - 1). In the event of partial damage to an item of "computer equipment", we will not pay more than the cost of reasonably restoring the property to its condition immediately prior to the loss.
 - 2). The value of "data" will be the actual cost to reproduce. If the "data" is not replaced or reproduced, we will pay the cost of the value of the "media" with no stored "data".

- c. The value of "media" will be the cost to repair or replace the "media" with substantially identical property

Definitions

"Computer Equipment" means:

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

It does not include "data" and "media".

"Data" means:

- 1. Data stored on "media"; and
- 2. Programming records used for electronic data processing or electronically controlled equipment.

"Media" means electronic data processing, recording or storage media such as software, films, tapes, discs, drums or cells.

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

- 1. Begins with the date of loss caused by or resulting from a Covered Cause of Loss at a covered location; and
- 2. Ends on the date when the property at the covered location should be repaired, rebuilt or replaced with reasonable speed and similar quality.

**EMPLOYEE THEFT
FORGERY OR ALTERATION**

The following is added to Section **A.4. Additional Coverages** of form CP 00 10:

Employee Dishonesty

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

Forgery or Alteration

We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- 1. Made or drawn by or drawn upon you; or
- 2. Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

Exclusions

The exclusions section of this policy does not apply, as respects these additional coverages. It is replaced by the following:

This policy does not cover:

1. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- a. You; or
- b. Any of your partners or "members";

whether acting alone or in collusion with other persons.

2. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss 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. Confidential Information

Loss resulting from:

- a. The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- b. The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

4. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this policy including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this policy.
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

5. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action.

6. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is de-pendent upon:

- a. An inventory computation; or
- b. A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

7. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

8. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

Employee Benefit Plans

Any "employee benefit plans" operated by any Insured are included as Insureds

Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

1. If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this policy, provided:
 - a. This policy became effective at the time of cancellation of the prior insurance; and
 - b. The loss would have been covered under this policy had it been in effect at the time of the "occurrence".
2. In settling loss subject to this Condition:
 - a. The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this policy or was written under the prior cancelled insurance.
 - b. We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.
3. The insurance provided under this Condition is subject to the following:
 - a. If loss covered under this Condition is also partially covered under Condition **E.1.o.**, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition **E.1.o.**

- b. For loss covered under this Condition that is not subject to Paragraph **(3)(a)**, the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this policy and is limited to the lesser of the amount recoverable under:
4. This policy as of its effective date; or
- a. The prior cancelled insurance had it remained in effect

Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

Definitions

"Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this policy.

"Employee" means:

- 1. Any natural person:
 - a. While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
 - 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 a.(1), who is on leave; or

- b. To meet seasonal or short-term work load conditions;
- while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
- 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 a.(2);
 - 4. Any natural person who is:
 - a. A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
 - b. A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
 - 5. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
 - 6. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
 - 7. Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
 - 8. Any of your "managers", directors or trustees while:
 - a. Performing acts within the scope of the usual duties of an "employee"; or
 - b. Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

"Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 2.a.

"Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee

Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

"Funds" means "money" and "securities".

"Manager" means a person serving in a directoral capacity for a limited liability company.

"Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

"Money" means:

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

"Occurrence" means:

- 1 An individual act;
- 2 The combined total of all separate acts whether or not related; or
- 3 A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.o. or E.1.p.

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

"Premises" means the interior of that portion of any building you occupy in conducting your business.

"Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

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

but does not include "money".

"Theft" means the unlawful taking of property to the deprivation of the Insured.

FINE ARTS

The following is added to Section **A.4. Additional Coverages** of form CP 00 10:

We will pay for direct physical loss of or damage to your fine arts or fine arts of others that are in your care, custody or control.

Property Not Covered

Covered Property does not include:

- a. Property while on exhibition at fair grounds or on the premises of any national or international exposition; or
- b. Contraband, or property in the course of illegal transportation or trade.

Exclusions:

Only the following exclusions apply to this additional coverage:

Governmental Action

Nuclear Hazard

War And Military Action

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

1. Delay, loss of use, loss of market or any other consequential loss.
2. Dishonest or criminal act committed by:
 - a. You, any of your partners, employees, directors, trustees, or authorized representatives;
 - b. A manager or a member if you are a limited liability company;
 - c. Anyone else with an interest in the property, or their employees or authorized representatives; or
 - d. Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such:

- a). Persons are acting alone or in collusion with other persons; or
- b). Acts occur during the hours of employment.

This exclusion does not apply to:

- a). Covered Property that is entrusted to others who are carriers for hire; or
- b). Acts of destruction by your employees. But theft by employees is not covered.
- c). Breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property.

d). But we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to the vehicle carrying the property if these causes of loss would be covered under this coverage form.

e). Any repairing, restoration or retouching of the Covered Property.

3. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
4. Unauthorized instructions to transfer property to any person or to any place.
5. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a). Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b). Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Additional Conditions

Valuation

The value of all Covered Property, will be the least of the following amounts:

- 1 The actual cash value of that property;
- 2 The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- 3 The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

Packing And Unpacking

You agree that Covered Property will be packed and unpacked by competent packers.

Pair Or Sets

In case of loss or damage to any part of a pair or set, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
2. Pay the difference between the value of the pair or set before and after the loss or damage.

FIRE DEPARTMENT SERVICE CHARGE

The \$1000 limit listed in Section A.4.c. Additional Coverages of form CP 00 10 is replaced by the limit shown in the declarations.

FIRE PROTECTION DEVICE RECHARGE

The following is added to Section **A.4. Additional Coverages of form CP 00 10**

Fire Protection Device Recharge

We will pay up to the limit shown in the Declarations in any one occurrence for the cost of recharging fire protection devices when foam solutions, dry chemicals, halon or other fire extinguishing materials have been lost, expended, damaged or destroyed due to a Covered Cause of Loss.

No deductible applies to this Additional Coverage.

MONEY AND SECURITIES

The following is added to Section **A.4. Additional Coverages of form CP 00 10:**

Money and Securities

1. We will pay for the theft, disappearance or destruction of money and securities you use in your business as shown in your records.
2. We will not pay for any loss caused by or resulting from accounting or arithmetical errors or omissions; dishonest or criminal acts of employees, directors, trustees or representatives; the giving or surrendering of

money or checks in any exchange or purchase; or damage resulting from fire, however caused.

- 3. The most we will pay for all loss caused by, or involving, one or more persons, whether the result of a single act or series of acts is the limit shown in the Declarations

Under Section **A. 2. Property Not Covered** item **a.** is deleted and replaced by the following:

- a.** Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities; except for money and securities as defined in **H. DEFINITIONS, 6.(a) and 6.(b)** below.

The following is added to **H. DEFINITIONS**:

- 6. The following definitions apply to Money and Securities coverage:
 - (a)** "Money" means:
 - (i)** Currency, coins and bank notes in current use and having a face value;
 - (ii)** Travelers checks, register checks and money orders held for sale to the public.
 - (b)** "Securities" means negotiable and non-negotiable instruments or contracts representing either money as defined in **6.(a)** above or other property and includes:
 - (i)** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (ii)** Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include money.

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

The \$250,000 limit in Section **A.5.a.(1) Coverage Extensions** of form CP 00 10 is replaced by the limit shown in the declarations.

The \$100,000 limit in Section **A.5.a.(2) Coverage Extensions** of form CP 00 10 is replaced by the limit shown in the declarations.

ORDINANCE OR LAW - INCREASED COST OF CONSTRUCTION COVERAGE

The limit phrase "\$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less" in Section A.5.e.(6) Coverage Extensions of form CP 00 10 is replaced by the limit shown in the declarations. The limit shown in the declaration is not limited by a percentage of the limit of Insurance.

OUTDOOR PROPERTY

Under Section **A.5.e. Coverage Extensions of form CP 00 10 the limit phrase:** "\$1,000, but not more than \$250 for any one tree, shrub or plant" is replaced by:

The limit shown in the declarations, but not more than \$1000 for any one tree, shrub or plant

PERSONAL EFFECTS

Section **A.5. Coverage Extensions, b. Personal Effects And Property Of Others** of form CP 00 10 is replaced by the following:

Personal Effects

You may extend the insurance that applies to Your Business Personal Property to apply to:

Personal effects owned by you, your officers, your partners or members, your managers or your employees.

The most we will pay for loss or damage under this Extension is the limit shown in the declarations. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

PROPERTY IN TRANSIT

The Causes Of Loss Special Form (CP 10 30) is revised as follows:

Section **1.c.** of Section **F. Additional Coverage Extensions** is deleted and replaced with the following:

- c.** The most we will pay for loss or damage under this Extension is the limit shown in the declarations.

PROPERTY OFF-PREMISES

The \$10,000 limit listed in Section A.5.d. Coverage Extensions of form CP 00 10 is replaced by the limit shown in the declarations.

SIGNS

In section C. Limits Of Insurance of form CP 00 10, the \$2,500 limit applicable to outdoor signs is replaced by the limit shown in the declaration.

SPOILAGE, CONTAMINATION, CHANGE IN TEMPERATURE OR HUMIDITY

The Coverage Form to which this endorsement applies is extended to insure against direct physical loss or damage to "perishable stock" caused by the Covered Causes of Loss, but only with respect to coverage provided by this endorsement

With respect to the coverage provided by this endorsement, property located on buildings or in the open or in vehicles is considered to be Property Not Covered.

Paragraph **A.3., Covered Causes Of Loss**, is replaced by the following:

Covered Causes Of Loss

Covered Causes of Loss means 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.

Selling Price

We will determine the value of finished "perishable stock" in the event of loss or damage at:

1. The selling price, as if no loss or damage had occurred;
2. Less discounts and expenses you otherwise would have had.

Exclusions

Only the following Exclusions contained in Paragraph B.1. of the Causes of Loss Form applicable to this Coverage Part apply to this Spoilage Coverage:

- a. Earth Movement;
- b. Governmental Action;
- c. Nuclear Hazard;
- d. War And Military Action; and
- e. Water.

The following Exclusions are added:

1. We will not pay for loss or damage caused by or resulting from:
2. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
3. 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.
4. 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.
5. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
6. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

Deductible:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$1000. We will then pay the amount of loss or damage in excess of that amount, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

ADDITIONAL CONDITION

Refrigeration Maintenance Agreements

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 endorsement will be automatically suspended at the involved location.

The following is added to the **Definitions**:

"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.

VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)

The \$2,500 limit listed in Section A.5.c. Coverage Extensions of form CP 00 10 is replaced by the limit shown in the declarations.

UTILITY SERVICES

Direct Damage

We will pay for loss of or damage to Covered Property caused by the interruption of utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the covered utility property listed below, not on the described premises.

Loss Of Business Income

Your coverage for Business Income and/or Extra Expense, as provided and limited in the applicable Coverage Form, is extended to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the covered utility property listed below, not on the described premises.

Covered Utility Property:

A. Water Supply Services, meaning the following types of property supplying water to the described premises:

1. Pumping stations; and
2. Water mains.

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

1. Communication transmission lines;

2. Coaxial cables; and
3. Microwave radio relays except satellites.

It does not include overhead communication lines.

C. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

1. Utility generating plants;
2. Switching stations;
3. Substations;
4. Transformers; and
5. Transmission lines.

Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown for each coverage in the Declarations.

WATER BACK UP OF SEWERS AND DRAINS

The following is added to Section **A.4. Additional Coverages of form CP 00 10**:

Water Back Up Of Sewers And Drains

We will pay for direct physical loss of or damage to Covered Property resulting from water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment.

Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown for each coverage in the Declarations.