

Filing at a Glance

Companies: Wausau Underwriters Insurance Company, Employers Insurance Company of Wausau, Wausau Business Insurance Company

| | | |
|--|------------------------------|--|
| Product Name: Businessowners | SERFF Tr Num: WAUS-125245722 | State: Arkansas |
| TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability | SERFF Status: Closed | State Tr Num: AR-PC-07-025721 |
| Sub-TOI: 05.0002 Businessowners | Co Tr Num: BPF-CW-018-07 | State Status: |
| Filing Type: Form | Co Status: | Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding |
| | Author: Anne Aschbrenner | Disposition Date: 08-08-2007 |
| | Date Submitted: 08-06-2007 | Disposition Status: Approved |
| Effective Date Requested (New): 01-01-2008 | | Effective Date (New): 01-01-2008 |
| Effective Date Requested (Renewal): 01-01-2008 | | Effective Date (Renewal): 01-01-2008 |

General Information

| | |
|--|--|
| Project Name: Wausau Elite Cleaning Services Endorsement | Status of Filing in Domicile: Authorized |
| Project Number: BPF-CW-018-07 | Domicile Status Comments: |
| Reference Organization: | Reference Number: |
| Reference Title: | Advisory Org. Circular: |
| Filing Status Changed: 08-08-2007 | |
| State Status Changed: 08-07-2007 | Deemer Date: |
| Corresponding Filing Tracking Number: | |
| Filing Description: | |
| PROJECT #BPF-CW-018-07 | |

EMPLOYERS INSURANCE COMPANY OF WAUSAU NAIC-0111-21458
WAUSAU UNDERWRITERS INSURANCE COMPANY NAIC-0111-26042
WAUSAU BUSINESS INSURANCE COMPANY NAIC-0111-26069

BUSINESSOWNERS DIVISION TEN

FB0551 01-08: Wausau ELITE Cleaning Services Platinum Endorsement

We are requesting an effective date of January 1, 2008.

The captioned companies submit a revised endorsement for use with the Businessowners Coverage Form: BP 00 03 01 06.

We have revised the Wausau ELITE Cleaning Services forms to coincide with the Businessowners -Division Ten 2006 Program. The Fire Department Service Charge was removed because optional higher limits are now available under the Businessowners 2006 Program.

All applicable ISO state amendatories are being used in conjunction with the ISO BOP 2006 program.

We are including a side-by-side comparison document to aid in your review.

I look forward to your acknowledgement of this filing request.

Anne Aschbrenner
State Filings Analyst
Wausau Insurance Companies
PO BOX 8017
WAUSAU WI 54402-8017
1-877-792-8728, Ext. 7052
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Anne.Aschbrenner@wausau.com
Enclosure

Company and Contact

Filing Contact Information

| | |
|---|-----------------------------|
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| PO Box 8017 | (877) 792-8728 [Phone] |
| Wausau, WI 54402-8017 | (715) 842-6828[FAX] |

Filing Company Information

| | | |
|---------------------------------------|-------------------------|------------------------------|
| Wausau Underwriters Insurance Company | CoCode: 26042 | State of Domicile: Wisconsin |
| P O Box 8017 | Group Code: 111 | Company Type: |
| Wausau, WI 54402-8017 | Group Name: | State ID Number: |
| (877) 792-8728 ext. [Phone] | FEIN Number: 39-1341459 | |
| | ----- | |
| Employers Insurance Company of Wausau | CoCode: 21458 | State of Domicile: Wisconsin |
| P O Box 8017 | Group Code: 111 | Company Type: |
| Wausau, WI 54402-8017 | Group Name: | State ID Number: |
| (877) 792-8728 ext. [Phone] | FEIN Number: 39-0264050 | |

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Wausau Business Insurance Company
P O Box 8017
Wausau, WI 54402-8017
(877) 792-8728 ext. [Phone]

CoCode: 26069
Group Code: 111
Group Name:
FEIN Number: 36-3522250

State of Domicile: Wisconsin
Company Type:
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per form filing.
Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---------------------------------------|---------|----------------|---------------|
| Employers Insurance Company of Wausau | \$50.00 | 08-06-2007 | 14977968 |
| Wausau Underwriters Insurance Company | \$0.00 | 08-06-2007 | |
| Wausau Business Insurance Company | \$0.00 | 08-06-2007 | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|---------------|-------------------|-------------------|-----------------------|
| Approved | Llyweyia Rawlins | 08-08-2007 | 08-08-2007 |

Disposition

Disposition Date: 08-08-2007

Effective Date (New): 01-01-2008

Effective Date (Renewal): 01-01-2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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| Item Type | Item Name | Item Status | Public Access |
|----------------------------|--|--------------------|----------------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Side-by-Side Comparison | Approved | Yes |
| Form | Wausau ELITE Cleaning Services Platinum Endorsement | Approved | Yes |

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|---|--------|--------------|---|----------------------|-------------|----------------------|
| Approved | Wausau ELITE Cleaning Services Platinum Endorsement | FB0551 | 01-08 | Endorseme Replaced nt/Amendm ent/Condi ons | FB0551 01-07 | 0.00 | FB0551 01- 08.pdf |

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau ELITESM Cleaning Services Platinum Endorsement

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

All terms and conditions of this policy not specifically modified by this endorsement shall remain unchanged and in full force and effect.

COVERAGE SUMMARY - SECTION I - PROPERTY

Limits of Insurance

A. ADDITIONAL COVERAGES

| | |
|---|------------------|
| 1. Debris Removal | |
| a. Increase In Additional Expense Limit | \$25,000 |
| b. Windblown Debris | \$25,000 |
| 2. Fire Extinguisher Systems Recharge Expense | Per Declarations |
| 3. Money Orders And Counterfeit Money | \$10,000 |
| 4. Ordinance Or Law | |
| a. Loss To Undamaged Portion | Per Declarations |
| b. Demolition Costs | \$100,000 |
| c. Increased Cost Of Construction | \$100,000 |

B. COVERAGE EXTENSIONS

| | |
|---|-----------|
| 1. Newly Acquired Or Constructed Property | |
| a. Buildings | \$500,000 |
| b. Business Personal Property | \$500,000 |
| c. Business Income And Extra Expense | \$250,000 |
| d. Period Of Coverage | 90 days |
| 2. Personal Property Off Premises | \$25,000 |
| 3. Outdoor Property | |
| a. Outdoor Property | \$25,000 |
| b. Any One Tree, Shrub Or Plant | \$1,000 |
| 4. Personal Effects | \$10,000 |

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COVERAGE SUMMARY - SECTION I – PROPERTY (continued)

Limits of Insurance

C. AMENDMENT OF EXCLUSIONS

- | | |
|---|----------|
| 1. Sanitary Sewer Drain Back Up | \$25,000 |
| 2. Power Failure (Utility Service Interruption) | \$25,000 |

D. SUPPLEMENTAL COVERAGE

- | | |
|--|-----------|
| 1. Combined Aggregate Limit | \$250,000 |
| a. Claim Data Preparation Expense | |
| b. Electrical Disturbance – Electronic Data Processing Equipment | |
| c. Expediting Expense | |
| d. Fine Arts | |
| e. Non-Owned Detached Trailers | |
| 2. Arson Reward | \$10,000 |
| 3. Business Income Extension For Web Sites | \$50,000 |
| 4. Lost Key Coverage | \$100,000 |

E. DEDUCTIBLES

F. VACANCY CONDITION

G. OTHER INSURANCE

H. PRIVATE APPURTENANT STRUCTURES

I. PERIOD OF RESTORATION

J. BROADENED PREMISES

COVERAGE SUMMARY - SECTION II - LIABILITY

- | | |
|--|-----------------------------|
| A. EXTENDED PROPERTY DAMAGE AMENDMENT | \$1,000,000 Aggregate Limit |
| B. BROAD FORM ADDITIONAL INSURED | |
| C. MEDICAL EXPENSES | \$10,000 Limit |
| D. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT | |
| E. WAIVER OF RIGHT OF RECOVERY BY WRITTEN CONTRACT OR AGREEMENT | |
| F. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US | |
| G. UNINTENTIONAL ERRORS AND OMISSIONS | |

* * * *

SECTION I - PROPERTY

A. ADDITIONAL COVERAGES

Provision **A. Coverage**, item **5. Additional Coverages** is modified as follows:

1. Debris Removal

a. Increase In Additional Expense Limit

The limit for additional debris removal expense as described in paragraph **a. Debris Removal**, subparagraph **(4)** is increased from \$10,000 to \$25,000.

b. Windblown Debris

The following is added to paragraph **a. Debris Removal**:

Coverage is modified to include Windblown Debris. We will pay your expenses to remove from your described premises debris of property not covered by this policy that is windblown onto such premises. The most we will pay in any one occurrence for loss or damage under this Additional Coverage is \$25,000.

2. Fire Extinguisher Systems Recharge Expense

Paragraph **o. Fire Extinguisher Systems Recharge Expense**, subparagraph **(3)** is deleted and replaced with the following:

This additional coverage is included within the Limits of Insurance of Section **I - PROPERTY**.

3. Money Orders And Counterfeit Money

The limit of insurance as described in paragraph **j. Money Orders And "Counterfeit Money"** is increased from \$1,000 to \$10,000.

4. Ordinance Or Law

Paragraph **l. Increased Cost Of Construction** is deleted and replaced with the following:

Ordinance Or Law Coverage

This additional coverage applies only to your buildings to which this form applies. In the event of loss or damage to your described building from a Covered Cause of Loss, you may extend the insurance provided by this Coverage Part to apply to:

a. Loss To Undamaged Portion

(1) Loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

(a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

and

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

(c) Is in force at the time of the loss.

- (2) For payment of loss, the valuation of the undamaged portion of the building is included within the Limit of Insurance applicable to the building at the described premises shown in the Declarations. This is not additional insurance.

b. Demolition Costs

- (1) The cost to demolish and clear the site of undamaged parts of the building caused by enforcement of building, zoning, or land use ordinance or law.
- (2) Provision **E. Property Loss Conditions**, item **5. Loss Payment**, paragraph **d.** does not apply to such demolition costs.
- (3) The most we will pay in any one occurrence to demolish and clear the site of the described premises is \$100,000.

c. Increased Cost Of Construction

- (1) The increased cost to repair, rebuild, or construct the building caused by the enforcement of building, zoning, or land use ordinance or law.
- (2) If the building is repaired or rebuilt, it must be intended for occupancy similar to that of the current building, unless otherwise required by zoning or land use ordinance or law.
- (3) We will not pay for increased cost of construction:
 - (a) If the building is not repaired or replaced; or
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (4) We will pay the lesser of:
 - (a) \$100,000, or
 - (b) The actual increased cost of construction at:
 - (i) The same premises, if the building is rebuilt or repaired at the same premises or you elect to rebuild at another premises; or
 - (ii) The new premises, if the ordinance or law requires relocation to another premise.
- (5) Provision **E. Property Loss Conditions**, item **5. Loss Payment**, paragraph **d.** does not apply to increased cost of construction.

d. We will not pay under this additional coverage for:

- (1) 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
- (2) 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; or

(3) Loss due to any ordinance or law that:

(a) You were required to comply with before the loss; or

(b) Is enforced even if the property had not been damaged; or

(c) Losses or costs incurred in complying with recommended actions or standards that exceed actual requirements.

This additional coverage does not modify paragraph **f. Business Income** or paragraph **g. Extra Expense**.

For purposes of this additional coverage, provision **B. Exclusions**, item **1.**, paragraph **a. Ordinance Or Law** does not apply.

B. COVERAGE EXTENSIONS

Provision **A. Coverage**, item **6. Coverage Extensions** is modified as follows:

1. Newly Acquired Or Constructed Property

The limits of insurance as described in paragraph **a. Newly Acquired Or Constructed Property** are increased as follows:

a. The extension under subparagraph **(1) Buildings** is increased from \$250,000 to \$500,000.

b. The extension under subparagraph **(2) Business Personal Property** is increased from \$100,000 to \$500,000.

c. You may extend your Business Income and Extra Expense coverage to apply to locations that are eligible for Newly Acquired or Constructed Property coverage. The most we will pay under this Extension for combined Business Income and Extra Expense loss incurred is \$250,000 at each building.

d. The extension under subparagraph **(3) Period Of Coverage** is increased from 30 days to 90 days and applies to:

(1) Buildings

(2) Business Personal Property

(3) Business Income and Extra Expense

2. Personal Property Off Premises

The limit of insurance as described in paragraph **b. Personal Property Off Premises** is increased from \$10,000 to \$25,000.

3. Outdoor Property

The limits of insurance as described in paragraph **c. Outdoor Property** are increased from \$2,500 to \$25,000 for the most we will pay, and from \$500 to \$1,000 for any one tree, shrub or plant.

4. Personal Effects

The limit of insurance as described in paragraph **d. Personal Effects** is increased from \$2,500 to \$10,000.

C. AMENDMENT OF EXCLUSIONS

Provision **B. Exclusions** is modified as follows:

1. Sanitary Sewer Drain Back Up

Item **1.**, paragraph **g. Water**, subparagraph **(3)** is deleted and replaced with the following:

Water that backs up or overflows from any sewer, drain or sump, other than a sanitary sewer drain, which is connected directly to a sanitary sewer or septic system.

The most we will pay in any one occurrence for loss or damage to your property resulting from the back up or overflow of water from a sanitary sewer drain that directly connects to a sanitary sewer or septic system is \$25,000.

2. Power Failure (Utility Service Interruption)

Item **1.**, paragraph **e. Power Failure** is deleted and replaced with the following:

We will pay for loss or damage to Covered Property and loss to Business Income and Extra Expense resulting from a failure of power, including lack of sufficient capacity and reduction in supply, or other utility service supplied to the described premise that occurs away from the described premises and is the result of a Covered Cause of Loss to property not on the described premises that is:

a. Water Supply Services property, meaning:

(1) Pumping Stations, and;

(2) Water Mains

supplying water to the described premises.

b. Communication Supply Services property, meaning:

(1) Communication transmission lines including fiber optic transmission lines, but excluding overhead transmission lines;

(2) Coaxial Cables; and

(3) Microwave radio relays

supplying communication services, including telephone, radio, microwave, television services to the described premises.

c. Power Supply Service property, meaning:

(1) Utility generating plants,

(2) Switching stations,

(3) Substations, and

(4) Transformers.

(5) Transmission lines, but excluding overhead transmission lines

supplying electricity, steam, or gas, to the described premises.

d. We will not pay under this coverage for

(1) loss caused by spoilage.

The most we will pay in any one occurrence for loss or damage to Covered Property and loss of Business Income and Extra Expense is \$25,000.

D. SUPPLEMENTAL COVERAGE PROVISIONS

The following Supplemental Coverage Provisions are added to the policy. Each of these coverages is additional insurance.

Provision **E. Property Loss Conditions**, item **5. Loss Payment**, paragraph **d.** does not apply.

1. Combined Aggregate Limit Of Insurance

The most we will pay for all covered loss, damage or expense that result from a single occurrence is a \$250,000 Combined Aggregate Limit for coverages **a.** through **e.** below:

a. Claim Data Preparation

(1) We will pay the reasonable expenses you incur for the professional services of auditors, accountants, architects and engineers, other than your own employees, to prepare claim data necessary to support your claim for loss or damage to Covered Property resulting from a Covered Cause of Loss. Reasonable expenses include the cost to take inventories, make appraisals, and prepare other documentation supportive of the dollar amount of loss or damage. However, any expense you may incur to engage the services of a public adjuster, claim consultant or an attorney is not covered.

(2) No Deductible applies to this Supplemental Coverage Provision.

b. Electrical Disturbance – Electronic Data Processing Equipment

(1) For your Business Personal Property that is electronic data processing equipment, provision **B. Exclusions** is modified to afford coverage for direct physical loss or damage resulting from:

(a) Short circuit, blowout, or other electrical damage to equipment;

(b) Corrosion, rust, dust, or changes in humidity or temperature resulting from damage by a Covered Cause of Loss to air conditioning equipment used exclusively for data processing; or

(c) Injury, disturbance, or erasure resulting from electricity or magnetic fields.

(2) This Supplemental Coverage Provision does not apply to provision **A. Coverage**, item **5. Additional Coverages**, paragraphs **f. Business Income** or **g. Extra Expense**.

c. Expediting Expense

We will cover the reasonable and necessary expenses you sustain due to direct physical loss of or damage to Covered Property, for expediting permanent repair or replacement of your Covered Property. These expenses include overtime wages and extra costs for rapid means of transportation. We will not pay for temporary rental of property or temporary replacement of damaged property. Direct physical loss or damage must be caused by or result from a Covered Cause of Loss.

d. Fine Arts

- (1) For your Covered Property that is "fine arts", provided that you obtain an appraisal of such "fine arts" from a certified appraiser prior to a covered loss, the amount we will pay for loss of or damage to such property will be the least of:
 - (a) The cost of reasonably restoring the property to its condition immediately before the loss;
 - (b) The cost of replacing the property with similar property; or
 - (c) The appraised value of the property.
- (2) This Supplemental Coverage Provision does not apply:
 - (a) While the "fine arts" are away from the described premises;
 - (b) To breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain, and other similar fragile property;
 - (c) To any repairing, restoration, or retouching of "fine arts" other than that which becomes necessary to restore the property following a covered loss to such "fine arts".
- (3) For purposes of this Supplemental Coverage Provision, "fine arts" means paintings, etchings, drawings, rare books, murals, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and other similar rare objects or property that have an artistic or historic merit.

e. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) This insurance is excess over the amount due (whether you can collect it or not) from any other insurance covering such property.

2. Arson Reward

- a. In the event a covered fire loss to your Covered Property is of a suspicious nature, we will pay a reward to an individual or individuals who report the identity of any suspected arsonist to law enforcement officials, provided that the suspected arsonist is apprehended and

(1) Brought to trial and convicted of, or

(2) Confesses and pleads guilty to

the arson fire of your Covered Property.

- b. The most we will pay for a reward under this Supplemental Coverage Provision for any fire is \$10,000. The amount we pay is not increased by either the number of individuals reporting an arsonist involved in the loss or, if more than one arsonist, the number of arsonists involved in the loss.
- c. No Deductible applies to this Supplemental Coverage Provision.

3. Business Income Extension For Web Sites

We will cover the loss of Business Income you sustain due to the necessary interruption of "operations" caused by physical loss or damage to your Web Site operation at the premises of a vendor acting as your service provider. The physical loss or damage must be caused by or result from a Covered Cause of Loss.

a. Coverage Time Period

We will only pay for loss you sustain during the 7 calendar day period immediately following the first 24 hours after the Covered Cause of Loss.

b. Conditions

This coverage applies only if you have a back-up copy of your Web Page stored at a location other than the site of the Web Site vendor.

- c. The most we will pay in any one occurrence for expense under this Supplemental Coverage Provision is \$50,000.

4. Lost Key Coverage

We will pay to cover loss of customer's keys that were in your care, custody, or control. At our option we will pay one of the following:

- a. Re-key the locks; or
- b. Install new lock cylinders; or
- c. Replace existing locks with new locks of like kind and quality.

The most we will pay in any one occurrence for loss under this Supplemental Coverage is \$100,000.

E. DEDUCTIBLES

In the event an occurrence covered by this endorsement is also covered by any other endorsement attached to this policy, then the highest deductible applicable to the loss shall apply to the total loss. No other deductible shall apply.

F. VACANCY CONDITION

Provision **E. Property Loss Conditions**, item **8. Vacancy**, paragraph **b. Vacancy Provisions**, subparagraph (2) is modified to delete the 15% reduction of covered loss or damage.

G. OTHER INSURANCE

In the event an occurrence covered by this endorsement is also covered by any other endorsement attached to this policy, or any other policy, the coverage provided by this endorsement is excess over any valid or collectable insurance.

H. PRIVATE APPURTENANT STRUCTURES

The following is added to Section **I – PROPERTY**, provision **A. Coverage**, item **1. Covered Property**, paragraph **a.**

Private Appurtenant Structures, including garages, sheds, storage buildings and structures that pertain to your business at the premises described in the Declarations, if the Private Appurtenant Structures are not listed on the Declarations.

I. PERIOD OF RESTORATION

The time period in Section **I – PROPERTY**, provision **H. Property Definitions**, item **9. "Period of restoration"**, paragraph **a. (1) (a)** is reduced from 72 hours to 24 hours.

J. BROADENED PREMISES

Broadened Premises

The **within 100 feet** of the described premises description is deleted and replaced by **within 1000 feet** of the described premises in the following paragraphs:

Provision **A. Coverage**, item **1. Covered Property**, paragraph **a.**, subparagraph **(6), (b)**;

Provision **A. Coverage**, item **1. Coverage Property**, paragraph **b**;

Provision **A. Coverage**, item **5. Additional Coverages**, paragraph **f. Business Income**, subparagraph **(1) Business Income, (a)**;

Provision **A. Coverage**, item **5. Additional Coverages**, paragraph **g. Extra Expense**, subparagraph **(1)**;

Provision **A. Coverage**, item **5. Additional Coverages**, paragraph **o. Fire Extinguisher Systems Recharge Expense**, subparagraph **(1), (a)**;

Provision **A. Coverage**, item **6. Coverage Extensions**;

Provision **B. Exclusions**, item **2. a. Electrical Apparatus**, subparagraph **(1) and (2)**.

* * * *

SECTION II - LIABILITY

A. EXTENDED PROPERTY DAMAGE AMENDMENT

Property Damage Liability Extension \$1,000,000 Aggregate Limit

The following coverage extensions apply subject to provision **D. Liability And Medical Expenses Limits Of Insurance**:

Provision **B. Exclusions**, item **1. Applicable To Business Liability Coverage**, paragraph **k. Damage To Property** is amended to add the following:

Paragraphs **(3), (4), (5) and (6)** of this exclusion do not apply to "property damage" to:

- (1) Tools or equipment of the insured's client while being used by the insured in performing his or her operations;
- (2) To that particular part of any property, not on premises owned by or rented to the insured:
 - (a) Upon which the insured or any contractors or subcontractors working directly or indirectly on the insured's behalf are performing operations, if the "property damage" arises out of these operations; or
 - (b) That must be restored, repaired, or replaced because "your work" was incorrectly performed on it.

B. BROAD FORM ADDITIONAL INSURED

Provision C. **Who Is As Insured** is amended to add the following:

Additional Insured By Written Contract Or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

1. Lessors of Leased Equipment: any person(s) or organization(s) from whom you lease equipment, but only with respect to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Owners, managers, or lessors of premises or land: any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.

3. Mortgagees, assignees or receivers: any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Grantors of permits: any state or political subdivision granting you a permit in connection with your premises, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist way openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection, or removal of elevators; or
 - c. The ownership, maintenance, or use of any elevators covered by this insurance.
5. Grantor of franchise: any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.
 6. Owners, Lessees, Or Contractors; any person or organization whom you are required to name as an additional insured on this policy in a written contract or written agreement, but only with respect to liability arising out of your ongoing operation performed for that insured.

However, this insurance afforded to these additional insureds does not apply to "bodily injury" or "property damage" occurring after:

- a. All work including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the site of covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damages arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principle as a part of the same project.

C. MEDICAL EXPENSES

Provision **D. Liability And Medical Expenses Limits Of Insurance**, paragraph **2.** is deleted and replaced by the following:

The most we will pay for the sum of all damages because of all:

1. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
2. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is \$10,000.

D. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Provision **E. Liability And Medical Expenses General Conditions**, item **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** is deleted and replaced with the following:

- a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense, which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee."

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or suit to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "occurrence," offense, claim or "suit" is a general liability claim or "suit," you must give prompt notification to us.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured's will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

E. WAIVER OF RIGHT OF RECOVERY BY WRITTEN CONTRACT OR AGREEMENT

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence," to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

F. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US

If any claim or "suit" arising out of an "occurrence" or offense covered under this Section **II - LIABILITY** is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

G. UNINTENTIONAL ERRORS AND OMISSIONS

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Section **II - LIABILITY** will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

| | | | |
|------------------------|--|-----------------------------------|------------|
| Bypassed -Name: | Uniform Transmittal Document- Property & Casualty | Review Status: Approved | 08-08-2007 |
| Bypass Reason: | Please refer to information shown under the General Information tab. | | |
| Comments: | | | |

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|-------------------------|------------------------------|-----------------------------------|------------|
| Satisfied -Name: | Side-by-Side Comparison | Review Status: Approved | 08-08-2007 |
| Comments: | | | |
| Attachment: | 0551.108 TRACKED CHANGES.pdf | | |

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau ELITESM Cleaning Services Platinum Endorsement

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

All terms and conditions of this policy not specifically modified by this endorsement shall remain unchanged and in full force and effect.

COVERAGE SUMMARY - SECTION I - PROPERTY

Limits of Insurance

A. ADDITIONAL COVERAGES

- | | |
|---|----------|
| 1. Debris Removal | |
| a. Increase In Additional Expense Limit | \$25,000 |
| b. Windblown Debris | \$25,000 |

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- | | |
|---|------------------|
| 2. Fire Extinguisher Systems Recharge Expense | Per Declarations |
|---|------------------|

Deleted: 2. Fire Department Service Charge . \$25,000

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|---------------------------------------|----------|
| 3. Money Orders And Counterfeit Money | \$10,000 |
|---------------------------------------|----------|

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|-----------------------------------|------------------|
| 4. Ordinance Or Law | |
| a. Loss To Undamaged Portion | Per Declarations |
| b. Demolition Costs | \$100,000 |
| c. Increased Cost Of Construction | \$100,000 |

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B. COVERAGE EXTENSIONS

- | | |
|---|-----------|
| 1. Newly Acquired Or Constructed Property | |
| a. Buildings | \$500,000 |
| b. Business Personal Property | \$500,000 |
| c. Business Income And Extra Expense | \$250,000 |
| d. Period Of Coverage | 90 days |

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|-----------------------------------|----------|
| 2. Personal Property Off Premises | \$25,000 |
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|---------------------------------|----------|
| 3. Outdoor Property | |
| a. Outdoor Property | \$25,000 |
| b. Any One Tree, Shrub Or Plant | \$1,000 |

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|---------------------|----------|
| 4. Personal Effects | \$10,000 |
|---------------------|----------|

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COVERAGE SUMMARY - SECTION I – PROPERTY (continued)

Limits of Insurance

C. AMENDMENT OF EXCLUSIONS

- | | |
|---|----------|
| 1. Sanitary Sewer Drain Back Up | \$25,000 |
| 2. Power Failure (Utility Service Interruption) | \$25,000 |

D. SUPPLEMENTAL COVERAGE

- | | |
|--|-----------|
| 1. Combined Aggregate Limit | \$250,000 |
| a. Claim Data Preparation Expense | |
| b. Electrical Disturbance – Electronic Data Processing Equipment | |
| c. Expediting Expense | |
| d. Fine Arts | |
| e. Non-Owned Detached Trailers | |
| 2. Arson Reward | \$10,000 |
| 3. Business Income Extension For Web Sites | \$50,000 |
| 4. Lost Key Coverage | \$100,000 |

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E. DEDUCTIBLES

F. VACANCY CONDITION

G. OTHER INSURANCE

H. PRIVATE APPURTENANT STRUCTURES

I. PERIOD OF RESTORATION

J. BROADENED PREMISES

COVERAGE SUMMARY - SECTION II - LIABILITY

A. EXTENDED PROPERTY DAMAGE AMENDMENT \$1,000,000 Aggregate Limit

B. BROAD FORM ADDITIONAL INSURED

C. MEDICAL EXPENSES \$10,000 Limit

D. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

E. WAIVER OF RIGHT OF RECOVERY BY WRITTEN CONTRACT OR AGREEMENT

F. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US

G. UNINTENTIONAL ERRORS AND OMISSIONS

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* * * *
SECTION I - PROPERTY

A. ADDITIONAL COVERAGES

Provision A. Coverage item 5. Additional Coverages is modified as follows:

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1. **Debris Removal**

a. **Increase In Additional Expense Limit**

The limit for additional debris removal expense as described in paragraph a. **Debris Removal**, subparagraph (4) is increased from \$10,000 to \$25,000.

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b. **Windblown Debris**

The following is added to paragraph a. **Debris Removal**:

Coverage is modified to include Windblown Debris. We will pay your expenses to remove from your described premises debris of property not covered by this policy that is windblown onto such premises. The most we will pay in any one occurrence for loss or damage under this Additional Coverage is \$25,000.

2. **Fire Extinguisher Systems Recharge Expense**

Paragraph o. **Fire Extinguisher Systems Recharge Expense**, subparagraph (3) is deleted and replaced with the following:

This additional coverage is included within the Limits of Insurance of Section I - PROPERTY.

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The limit of insurance as described in paragraph c. **Fire Department Service Charge** is increased from \$1,000 to \$25,000.

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3. **Money Orders And Counterfeit Money**

The limit of insurance as described in paragraph j. **Money Orders And "Counterfeit Money"** is increased from \$1,000 to \$10,000.

4. **Ordinance Or Law**

Paragraph l. **Increased Cost Of Construction** is deleted and replaced with the following:

Ordinance Or Law Coverage

This additional coverage applies only to your buildings to which this form applies. In the event of loss or damage to your described building from a Covered Cause of Loss, you may extend the insurance provided by this Coverage Part to apply to:

a. **Loss To Undamaged Portion**

(1) Loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

(a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

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

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(c) Is in force at the time of the loss.

(2) For payment of loss, the valuation of the undamaged portion of the building is included within the Limit of Insurance applicable to the building at the described premises shown in the Declarations. This is not additional insurance.

b. Demolition Costs

(1) The cost to demolish and clear the site of undamaged parts of the building caused by enforcement of building, zoning, or land use ordinance or law.

(2) Provision **E. Property Loss Conditions**, item **5. Loss Payment**, paragraph **d.** does not apply to such demolition costs.

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(3) The most we will pay in any one occurrence to demolish and clear the site of the described premises is \$100,000.

c. Increased Cost Of Construction

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(1) The increased cost to repair, rebuild, or construct the building caused by the enforcement of building, zoning, or land use ordinance or law.

(2) If the building is repaired or rebuilt, it must be intended for occupancy similar to that of the current building, unless otherwise required by zoning or land use ordinance or law.

(3) We will not pay for increased cost of construction:

(a) If the building is not repaired or replaced; or

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

(4) We will pay the lesser of:

(a) \$100,000, or

(b) The actual increased cost of construction at:

(1) The same premises, if the building is rebuilt or repaired at the same premises or you elect to rebuild at another premises; or

(2) The new premises, if the ordinance or law requires relocation to another premise.

(5) Provision **E. Property Loss Conditions**, item **5. Loss Payment**, paragraph **d.** does not apply to increased cost of construction.

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d. We will not pay under this additional coverage for:

(1) 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

(2) 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; or

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(3) Loss due to any ordinance or law that:

- (a) You were required to comply with before the loss; or
- (b) Is enforced even if the property had not been damaged; or
- (c) Losses or costs incurred in complying with recommended actions or standards that exceed actual requirements.

This additional coverage does not modify paragraph **f. Business Income** or paragraph **g. Extra Expense**.

For purposes of this additional coverage, provision **B. Exclusions**, item **1.**, paragraph **a. Ordinance Or Law** does not apply.

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B. COVERAGE EXTENSIONS

Provision **A. Coverage**, item **6. Coverage Extensions** is modified as follows:

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1. Newly Acquired Or Constructed Property

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The limits of insurance as described in paragraph **a. Newly Acquired Or Constructed Property** are increased as follows:

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- a.** The extension under subparagraph (1) **Buildings** is increased from \$250,000 to \$500,000.
- b.** The extension under subparagraph (2) **Business Personal Property** is increased from \$100,000 to \$500,000.
- c.** You may extend your Business Income and Extra Expense coverage to apply to locations that are eligible for Newly Acquired or Constructed Property coverage. The most we will pay under this Extension for combined Business Income and Extra Expense loss incurred is \$250,000 at each building.

d. The extension under subparagraph (3) **Period Of Coverage** is increased from 30 days to 90 days and applies to:

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- (1) Buildings
- (2) Business Personal Property
- (3) Business Income and Extra Expense

2. Personal Property Off Premises

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The limit of insurance as described in paragraph **b. Personal Property Off Premises** is increased from \$10,000 to \$25,000.

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3. Outdoor Property

The limits of insurance as described in paragraph **c. Outdoor Property** are increased from \$2,500 to \$25,000 for the most we will pay, and from \$500 to \$1,000 for any one tree, shrub or plant.

4. Personal Effects

The limit of insurance as described in paragraph **d. Personal Effects** is increased from \$2,500 to \$10,000.

C. AMENDMENT OF EXCLUSIONS

Provision **B. Exclusions** is modified as follows:

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1. Sanitary Sewer Drain Back Up

Item 1, paragraph **g. Water**, subparagraph (3) is deleted and replaced with the following:

Water that backs up or overflows from any sewer, drain or sump, other than a sanitary sewer drain which is connected directly to a sanitary sewer or septic system.

The most we will pay in any one occurrence for loss or damage to your property resulting from the back up or overflow of water from a sanitary sewer drain that directly connects to a sanitary sewer or septic system is \$25,000.

2. Power Failure (Utility Service Interruption)

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Item 1, paragraph **e. Power Failure** is deleted and replaced with the following:

We will pay for loss or damage to Covered Property and loss to Business Income and Extra Expense resulting from a failure of power, including lack of sufficient capacity and reduction in supply, or other utility service supplied to the described premise that occurs away from the described premises and is the result of a Covered Cause of Loss to property not on the described premises that is:

a. Water Supply Services property, meaning:

- (1) Pumping Stations, and;
 - (2) Water Mains
- supplying water to the described premises.

b. Communication Supply Services property, meaning:

- (1) Communication transmission lines including fiber optic transmission lines, but excluding overhead transmission lines;
 - (2) Coaxial Cables; and
 - (3) Microwave radio relays
- supplying communication services, including telephone, radio, microwave, television services to the described premises.

c. Power Supply Service property, meaning:

- (1) Utility generating plants,
- (2) Switching stations,
- (3) Substations, and
- (4) Transformers.
- (5) Transmission lines, but excluding overhead transmission lines

supplying electricity, steam, or gas, to the described premises.

d. We will not pay under this coverage for

- (1) loss caused by spoilage.

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The most we will pay in any one occurrence for loss or damage to Covered Property and loss of Business Income and Extra Expense is \$25,000.

D. SUPPLEMENTAL COVERAGE PROVISIONS

The following Supplemental Coverage Provisions are added to the policy. Each of these coverages is additional insurance.

Provision E. **Property Loss Conditions**, item **5. Loss Payment**, paragraph **d.** does not apply.

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1. Combined Aggregate Limit **Of Insurance**

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The most we will pay for all covered loss, damage or expense that result from a single occurrence is a \$250,000 Combined Aggregate Limit for coverages **a.** through **e.** below:

a. Claim Data Preparation

- (1) We will pay the reasonable expenses you incur for the professional services of auditors, accountants, architects and engineers, other than your own employees, to prepare claim data necessary to support your claim for loss or damage to Covered Property resulting from a Covered Cause of Loss. Reasonable expenses include the cost to take inventories, make appraisals, and prepare other documentation supportive of the dollar amount of loss or damage. However, any expense you may incur to engage the services of a public adjuster, claim consultant or an attorney is not covered.
- (2) No Deductible applies to this Supplemental Coverage Provision.

b. Electrical Disturbance – Electronic Data Processing Equipment

- (1) For your Business Personal Property that is electronic data processing equipment, provision **B. Exclusions** is modified to afford coverage for direct physical loss or damage resulting from:
 - (a) Short circuit, blowout, or other electrical damage to equipment;
 - (b) Corrosion, rust, dust, or changes in humidity or temperature resulting from damage by a Covered Cause of Loss to air conditioning equipment used exclusively for data processing; or
 - (c) Injury, disturbance, or erasure resulting from electricity or magnetic fields.
- (2) This Supplemental Coverage Provision does not apply to provision **A. Coverage**, item **5. Additional Coverages**, paragraphs **f. Business Income** or **g. Extra Expense**.

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c. Expediting Expense

We will cover the reasonable and necessary expenses you sustain due to direct physical loss of or damage to Covered Property, for expediting permanent repair or replacement of your Covered Property. These expenses include overtime wages and extra costs for rapid means of transportation. We will not pay for temporary rental of property or temporary replacement of damaged property. Direct physical loss or damage must be caused by or result from a Covered Cause of Loss.

d. Fine Arts

- (1) For your Covered Property that is "fine arts", provided that you obtain an appraisal of such "fine arts" from a certified appraiser prior to a covered loss, the amount we will pay for loss of or damage to such property will be the least of:
 - (a) The cost of reasonably restoring the property to its condition immediately before the loss;

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- (b) The cost of replacing the property with similar property; or
 - (c) The appraised value of the property.
- (2) This Supplemental Coverage Provision does not apply:
- (a) While the "fine arts" are away from the described premises;
 - (b) To breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain, and other similar fragile property;
 - (c) To any repairing, restoration, or retouching of "fine arts" other than that which becomes necessary to restore the property following a covered loss to such "fine arts".
- (3) For purposes of this Supplemental Coverage Provision, "fine arts" means paintings, etchings, drawings, rare books, murals, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and other similar rare objects or property that have an artistic or historic merit.

e. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) This insurance is excess over the amount due (whether you can collect it or not) from any other insurance covering such property.

2. Arson Reward

- a. In the event a covered fire loss to your Covered Property is of a suspicious nature, we will pay a reward to an individual or individuals who report the identity of any suspected arsonist to law enforcement officials, provided that the suspected arsonist is apprehended and
- (1) Brought to trial and convicted of, or
 - (2) Confesses and pleads guilty to
- the arson fire of your Covered Property.

- b. The most we will pay for a reward under this Supplemental Coverage Provision for any fire is \$10,000. The amount we pay is not increased by either the number of individuals reporting an arsonist involved in the loss or, if more than one arsonist, the number of arsonists involved in the loss.
- c. No Deductible applies to this Supplemental Coverage Provision.

3. Business Income Extension For Web Sites

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We will cover the loss of Business Income you sustain due to the necessary interruption of "operations" caused by physical loss or damage to your Web Site operation at the premises of a vendor acting as your service provider. The physical loss or damage must be caused by or result from a Covered Cause of Loss.

a. Coverage Time Period

We will only pay for loss you sustain during the 7 calendar day period immediately following the first 24 hours after the Covered Cause of Loss.

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b. Conditions

This coverage applies only if you have a back-up copy of your Web Page stored at a location other than the site of the Web Site vendor.

- c. The most we will pay in any one occurrence for expense under this Supplemental Coverage Provision is \$50,000.

4. Lost Key Coverage

We will pay to cover loss of customer's keys that were in your care, custody, or control. At our option we will pay one of the following:

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- a. Re-key the locks; or
- b. Install new lock cylinders; or
- c. Replace existing locks with new locks of like kind and quality.

The most we will pay in any one occurrence for loss under this Supplemental Coverage is \$100,000.

E. DEDUCTIBLES

In the event an occurrence covered by this endorsement is also covered by any other endorsement attached to this policy, then the highest deductible applicable to the loss shall apply to the total loss. No other deductible shall apply.

F. VACANCY CONDITION

Provision E. Property Loss Conditions, item **8. Vacancy**, paragraph **b. Vacancy Provisions**, subparagraph (2) is modified to delete the 15% reduction of covered loss or damage.

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G. OTHER INSURANCE

In the event an occurrence covered by this endorsement is also covered by any other endorsement attached to this policy, or any other policy, the coverage provided by this endorsement is excess over any valid or collectable insurance.

H. PRIVATE APPURTENANT STRUCTURES

The following is added to Section I – PROPERTY, provision **A. Coverage**, item **1. Covered Property**, paragraph **a.**

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Private Appurtenant Structures, including garages, sheds, storage buildings and structures that pertain to your business at the premises described in the Declarations, if the Private Appurtenant Structures are not listed on the Declarations.

I. PERIOD OF RESTORATION

The time period in ~~Section I - PROPERTY~~, provision **H. Property Definitions**, item ~~9. "Period of restoration"~~, paragraph **a. (1) (a)** is reduced from 72 hours to 24 hours.

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J. BROADENED PREMISES

Broadened Premises

The **within 100 feet** of the described premises description is deleted and replaced by **within 1000 feet** of the described premises in the following paragraphs:

Provision **A. Coverage**, item **1. Covered Property**, paragraph **a.**, subparagraph **(6), (b)**;

Provision **A. Coverage**, item **1. Coverage Property**, paragraph **b**:

Provision **A. Coverage**, item **5. Additional Coverages**, paragraph **f. Business Income**, subparagraph **(1) Business Income, (a)**;

Provision **A. Coverage**, item **5. Additional Coverages**, paragraph **g. Extra Expense**, subparagraph **(1)**;

Provision **A. Coverage**, item **5. Additional Coverages**, paragraph **o. Fire Extinguisher Systems Recharge Expense**, subparagraph **(1), (a)**;

Provision **A. Coverage**, item **6. Coverage Extensions**;

Provision **B. Exclusions**, item **2. a. Electrical Apparatus**, subparagraph **(1) and (2)**.

* * * *

SECTION II - LIABILITY

A. EXTENDED PROPERTY DAMAGE AMENDMENT

Property Damage Liability Extension \$1,000,000 Aggregate Limit

The following coverage extensions apply subject to provision **D. Liability ~~And Medical Expenses Limits Of~~ Insurance**:

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Provision **B. Exclusions**, item **1. ~~Applicable To Business Liability Coverage~~**, paragraph **k. ~~Damage To Property~~** is amended to add the following:

Paragraphs **(3), (4), (5) and (6)** of this exclusion do not apply to "property damage" to:

- (1) Tools or equipment of the insured's client while being used by the insured in performing his or her operations;
- (2) To that particular part of any property, not on premises owned by or rented to the insured:
 - (a) Upon which the insured or any contractors or subcontractors working directly or indirectly on the insured's behalf are performing operations, if the "property damage" arises out of these operations; or

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(b) That must be restored, repaired, or replaced because "your work" was incorrectly performed on it.

B. BROAD FORM ADDITIONAL INSURED

Provision C, Who Is As Insured, is amended to add the following:

Additional Insured By Written Contract Or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

1. Lessors of Leased Equipment: any person(s) or organization(s) from whom you lease equipment, but only with respect to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Owners, managers, or lessors of premises or land: any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.

3. Mortgagees, assignees or receivers: any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Grantors of permits: any state or political subdivision granting you a permit in connection with your premises, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist way openings, sidewalk vaults, street banners or decorations and similar exposures; or
- b. The construction, erection, or removal of elevators; or
- c. The ownership, maintenance, or use of any elevators covered by this insurance.

5. Grantor of franchise: any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

6. Owners, Lessees, Or Contractors; any person or organization whom you are required to name as an additional insured on this policy in a written contract or written agreement, but only with respect to liability arising out of your ongoing operation performed for that insured.

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However, this insurance afforded to these additional insureds does not apply to "bodily injury" or "property damage" occurring after:

- a. All work including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the site of covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damages arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principle as a part of the same project.

C. MEDICAL EXPENSES

Provision **D. Liability ~~And Medical Expenses Limits Of Insurance~~**, paragraph 2. is deleted and replaced by the following:

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The most we will pay for the sum of all damages because of all:

- 1. Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
- 2. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is \$10,000.

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D. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Provision **E. ~~Liability And Medical Expenses General Conditions~~**, item 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** is deleted and replaced with the following:

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a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense, which may result in a claim. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee."

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or suit to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "occurrence," offense, claim or "suit" is a general liability claim or "suit," you must give prompt notification to us.

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c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured's will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

E. WAIVER OF RIGHT OF RECOVERY BY WRITTEN CONTRACT OR AGREEMENT

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence," to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

F. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US

If any claim or "suit" arising out of an "occurrence" or offense covered under this ~~Section II - LIABILITY~~ is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

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G. UNINTENTIONAL ERRORS AND OMISSIONS

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this ~~Section II - LIABILITY~~ will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

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