

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Filing at a Glance

Companies: NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: Boiler and Machinery SERFF Tr Num: TRVD-125777376 State: Arkansas
 TOI: 27.0 Boiler & Machinery SERFF Status: Closed State Tr Num: EFT \$50
 Sub-TOI: 27.0000 Boiler & Machinery Co Tr Num: 2007-10-0045-F State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
 Authors: Margaret Salsbury, Tia Slivinsky Disposition Date: 10/09/2008
 Date Submitted: 09/23/2008 Disposition Status: Approved

Effective Date Requested (New): 04/01/2009 Effective Date (New): 04/01/2009
 Effective Date Requested (Renewal): 04/01/2009 Effective Date (Renewal): 04/01/2009

State Filing Description:

General Information

Project Name: Boiler and Machinery Status of Filing in Domicile: Authorized
 Project Number: 2007-10-0045-F Domicile Status Comments: Authorized in CT, Pending in NY
 Reference Organization: N/A Reference Number: N/A
 Reference Title: N/A Advisory Org. Circular: N/A
 Filing Status Changed: 10/09/2008
 State Status Changed: 09/23/2008 Deemer Date:
 Corresponding Filing Tracking Number: N/A

Filing Description:

In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Equipment Breakdown/Boiler and Machinery filing for your review and consideration.

SERFF Tracking Number: TRVD-125777376 *State:* Arkansas
First Filing Company: NIPPONKOA Insurance Company *State Tracking Number:* EFT \$50
Ltd.,(U.S.Branch), ...
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With this filing, our Equipment Breakdown and Boiler and Machinery programs will be proprietary. Consequently, we are not adopting any ISO forms.

EnergyMax 21 Equipment Breakdown Protection Form

We are revising our proprietary EnergyMax 21 (EMax 21) Equipment Breakdown coverage form and numerous endorsements. These revisions keep our coverage form current with the latest industry terminology and respond to coverage option requests from insureds and agents.

ISOCComp

The ISOCComp program (using the ISO BM 00 25 06 95 Boiler and Machinery Coverage Form) has been developed to be totally separate from the EMax 21 program. In addition, there are a number of submitted endorsements that apply only to this ISOCComp program. These forms are to keep the ISOCComp "accident" coverage program current with industry terminology.

Please refer to the attached explanatory memorandum for more details on the submitted changes.

Finally, we are withdrawing a number of proprietary forms that are obsolete or no longer required with the approval of our revisions.

Enclosed you will find a filing package which includes our filing memorandum, forms transmittal supplements, and our endorsements, along with the appropriate state filing forms and fees.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Margaret Salisbury, Senior Regulatory Analyst MSALSBUR@travelers.com
One Tower Square (860) 277-6470 [Phone]

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Hartford, CT 06183 (860) 277-9730[FAX]

Filing Company Information

NIPPONKOA Insurance Company CoCode: 27073 State of Domicile: New York
 Ltd.,(U.S.Branch)
 One Tower Square Group Code: 2558 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 98-0032627

The Charter Oak Fire Insurance Company CoCode: 25615 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0291290

The Phoenix Insurance Company CoCode: 25623 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0303275

The Travelers Indemnity Company CoCode: 25658 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0566050

The Travelers Indemnity Company of America CoCode: 25666 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 01683 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 58-6020487

The Travelers Indemnity Company Of Connecticut CoCode: 25682 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0336212

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Travelers Property Casualty Company of CoCode: 25674 State of Domicile: Connecticut
America
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 06183 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 36-2719165

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/09/2008	10/09/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	10/08/2008	10/08/2008	Margaret Salsbury	10/09/2008	10/09/2008

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Disposition

Disposition Date: 10/09/2008
Effective Date (New): 04/01/2009
Effective Date (Renewal): 04/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Transmittal Document	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Form	Coded Object Group Schedules	Approved	Yes
Form	Service Interruption (SI) Coverage Extension	Approved	Yes
Form	Errors and Omissions	Approved	Yes
Form	Deductible - Highest	Approved	Yes
Form	Hydro Turbine Limitation	Approved	Yes
Form	Turbine Units - Explosion Coverage	Approved	Yes
Form	Dependent Properties	Approved	Yes
Form	Non-owned Locations Ammonia Contamination and Consequential Damage Coverage	Approved	Yes
Form	Ordinary Payroll Coverage	Approved	Yes
Form	Refrigerated Trucks	Approved	Yes
Form	Builders Risk Endorsement	Approved	Yes
Form	Diagnostic Equipment Limits and Deductibles	Approved	Yes
Form	In Use or Connected Ready for Use - Coverage Extension	Approved	Yes
Form	International Territory and Currency	Approved	Yes
Form	Livestock Coverage	Approved	Yes
Form	Ordinance or Law Coverage (Including Demolition and Increased Cost of Construction) - Direct Damage and Business Interruption and/or Extra Expense	Approved	Yes
Form	Ordinance or Law Coverage (Including Demolition and Increased Cost of Construction) - Direct Damage Only	Approved	Yes
Form	Deductible - Combined	Approved	Yes

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Form	Hazardous Substance Limit	Approved	Yes
Form	Selling Price Valuation	Approved	Yes
Form	Expediting Expense Limit	Approved	Yes
Form	Deductible - Multiple of Average Daily Value (ADV)	Approved	Yes
Form	Testing Exclusion	Approved	Yes
Form	Brands and Labels	Approved	Yes
Form	Joint or Disputed Loss Agreement	Approved	Yes
Form	Chemical Recovery Boiler Exclusion	Approved	Yes
Form	Electronic Data or Media Coverage - Non-owned Locations	Non-Approved	Yes
Form	Electronic Data or Media Coverage	Approved	Yes
Form	Diagnostic Equipment Coverage	Approved	Yes
Form	In Use or Connected Ready for Use - Restriction Deleted	Approved	Yes
Form	Ammonia Contamination Sublimits	Approved	Yes
Form	Animals Exclusion	Approved	Yes
Form	Portable Objects Coverage	Approved	Yes
Form	Fungus, Wet Rot, Dry Rot Limited Coverage - Direct Damage and Time Element	Approved	Yes
Form	Fungus, Wet Rot, Dry Rot Limited Coverage - Direct Damage only	Approved	Yes
Form	Ammonia Contamination Limit	Approved	Yes
Form	Ammonia Contamination, Expediting Expense, Hazardous Substance and Water Damage Limit	Approved	Yes
Form	Errors in Description	Approved	Yes
Form	Water Damage Limit	Approved	Yes
Form	Extended Warranty, Maintenance Contract or Service Contract	Approved	Yes
Form	Fiber Optic Cable	Approved	Yes
Form	New Generation Valuation	Approved	Yes

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Form	Newly Acquired Locations	Approved	Yes
Form	Coverage Enhancement	Approved	Yes
Form	Suspension of Coinsurance	Approved	Yes
Form	EnergyMax 21 Equipment Breakdown Protection Declarations	Approved	Yes
Form	Mortgagee Schedule (used w Policy)	Approved	Yes
Form	EnergyMax 21 Equipment Breakdown Protection Form	Approved	Yes
Form	Accounts Receivable	Approved	Yes
Form	Accounts Receivable (including Non-Owned Locations)	Approved	Yes
Form	Business Income - Reporting of Values	Approved	Yes
Form	Civil Authority - Period	Approved	Yes
Form	Civil Authority - Territory	Approved	Yes
Form	Civil Authority - Period and Territory	Approved	Yes
Form	Conveyor, Crane, Hoist Exclusion	Approved	Yes
Form	Deductible Waiver	Approved	Yes
Form	Defense Coverage	Approved	Yes
Form	Elevator, Escalator Exclusion	Approved	Yes
Form	Errors and Omission	Approved	Yes
Form	Non- Metallic Linings Exclusion	Approved	Yes
Form	Radioactive Contamination Coverage	Approved	Yes
Form	Additional Named Insured, Loss Payee and./or Mortgagees - Special Schedule	Approved	Yes
Form	Actual Cash Value	Approved	Yes
Form	Non-owned Property - Specified Valuation	Approved	Yes
Form	Non-owned Refrigerant Contamination and Spoilage Damage Coverage	Approved	Yes
Form	Refrigerant Contamination Sublimits	Approved	Yes
Form	Specified Perils Elimination Endorsement	Approved	Yes
Form	Actual Cash Value - Predetermined Depreciation	Approved	Yes
	Additional Insured Endorsement	Approved	Yes

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Form			
Form	Builders Risk Exclusion	Approved	Yes
Form	Builders Risk Endorsement	Approved	Yes
Form	Buried Electrical Equipment Exclusion	Approved	Yes
Form	Buried Equipment Exclusion	Approved	Yes
Form	Communication Equipment Exclusion	Approved	Yes
Form	Covered Premises - Special Schedule	Approved	Yes
Form	Deductible - Multiple of ADV - Multiple Locations	Approved	Yes
Form	Electronic Data or Media - Non-owned Locations	Approved	Yes
Form	Equipment Exclusion	Approved	Yes
Form	Fine Arts Exclusion	Approved	Yes
Form	Fine Arts Limitation	Approved	Yes
Form	Gaming Equipment Limits and Deductibles	Approved	Yes
Form	Property Not Covered	Approved	Yes
Form	Unnamed Locations Coverage	Approved	Yes
Form	Warranty Recovery Exclusion	Approved	Yes
Form	Claim Data Expense	Approved	Yes
Form	Computer Equipment Limits and Deductibles	Approved	Yes
Form	Non-Owned Property Exclusion (Manufactured or Serviced Property)	Approved	Yes
Form	Amendatory Endorsement	Approved	Yes
Form	Named Insured - Broad Form	Approved	Yes
Form	Deductible - Spared Units or Parts	Approved	Yes
Form	Contract Exclusion	Approved	Yes
Form	Cold Box Exclusion	Approved	Yes
Form	Diagnostic Equipment Exclusion	Approved	Yes
Form	Diagnostic Equipment Limits and Deductibles	Approved	Yes
Form	Power Generating Equipment Contract	Approved	Yes

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Form	Limitation		
Form	Power Generating Equipment Exclusion	Approved	Yes
Form	Spoilage Damage Limits Endorsement	Approved	Yes
Form	Catalyst Valuation	Approved	Yes
Form	Loss Payment	Approved	Yes
Form	Contract Limitation	Approved	Yes
Form	Deductible - Air Conditioning and Refrigeration Systems	Approved	Yes
Form	Power Generating Equipment Limits and Deductibles	Approved	Yes
Form	Power Generating Equipment Time Element Exclusion	Approved	Yes
Form	Kiln Limits and Deductibles	Approved	Yes
Form	International Territory	Approved	Yes
Form	Knowledge of Loss	Approved	Yes
Form	Livestock Coverage	Approved	Yes
Form	Debugging Exclusion	Approved	Yes
Form	Drying Out Coverage	Approved	Yes
Form	Equipment with Limited Coverage	Approved	Yes
Form	Hydro Turbine Limitation	Approved	Yes
Form	Kiln Exclusion	Approved	Yes
Form	Kiln Exclusion (No Coverage for Associated Equipment)	Approved	Yes
Form	Margin Clause	Approved	Yes
Form	Time Element - Maximum Daily Indemnity	Approved	Yes
Form	Marine Equipment Exclusion	Approved	Yes
Form	Declarations Amendment	Approved	Yes
Form	Molten Material Exclusion	Approved	Yes
Form	Molten Material Limit	Approved	Yes
Form	Newly Acquired Locations - Excluded Occupancies	Approved	Yes
Form	Newly Acquired Location - Restriction for	Approved	Yes

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Financial Institutions

Form	Newly Acquired Location - Specified Occupancies Only	Approved	Yes
Form	Non-Code Pressure Vessel Exclusion	Approved	Yes
Form	Green Coverage Enhancements	Approved	Yes
Form	Ordinary Payroll Exclusion	Approved	Yes
Form	Ordinary Payroll Limitation	Approved	Yes
Form	Oven, Stove, Furnace, Incinerator, Pot, Kiln Exclusion	Approved	Yes
Form	Portable Equipment Coverage	Approved	Yes
Form	RBC Exclusion	Approved	Yes
Form	Refrigerated Trucks	Approved	Yes
Form	Scoreboard Exclusion	Approved	Yes
Form	Secondary Electrical Apparatus Exclusion	Approved	Yes
Form	Skating Rink-Buried Vessels, Piping Exclusion	Approved	Yes
Form	Spares Endorsement	Approved	Yes
Form	Suspension / Reinstatement of Coverage	Approved	Yes
Form	Off Premises Equipment Coverage	Approved	Yes
Form	Tuition and Fees	Approved	Yes
Form	Turbine Units - Explosion Coverage	Approved	Yes
Form	Water Damage Sublimits	Approved	Yes
Form	Production Machines Limits and Deductibles	Approved	Yes
Form	Underground Pressure Vessels Piping Coverage	Approved	Yes
Form	Excavation and Construction Equipment - Associated Equipment Coverage	Approved	Yes
Form	Excavation and Construction Equipment - Limits and Deductibles	Approved	Yes
Form	Off-shore Drilling Platform Equipment - Limits and Deductibles	Approved	Yes
Form	Production Machines Exclusion	Approved	Yes

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Form	Declarations Amendment - Mid-Term Change	Approved	Yes
Form	Rubber Mixer Limitation	Approved	Yes
Form	Dependent Properties - Location Schedule	Approved	Yes
Form	Other Insurance	Approved	Yes
Form	Diagnostic Medical Equipment Exclusion	Approved	Yes
Form	Lender Loss Payable Provision	Approved	Yes
Form	Sulfur Dioxide and Hydrogen Sulfide Exclusion	Approved	Yes
Form	Loss Payee Schedule	Approved	Yes
Form	Energy Equipment Special Coverage Form Declarations	Approved	Yes
Form	RBC Exclusion	Approved	Yes
Form	Secondary Electrical Apparatus Exclusion	Approved	Yes
Form	Sulfur Dioxide And Hydrogen Sulfide Exclusion	Approved	Yes
Form	Catalyst (valuation)	Approved	Yes
Form	Liberalization Clause	Approved	Yes
Form	Fine Arts Exclusion	Approved	Yes
Form	Mortgagee Certificate of Insurance	Approved	Yes
Form	Excess Demand Charge Limitation	Approved	Yes
Form	Exhibition Exclusion	Approved	Yes
Form	Functional Replacement Cost	Approved	Yes
Form	Marine Equipment - Collision or Sinking Exclusion	Approved	Yes
Form	Mobile Equipment Restriction	Approved	Yes
Form	Mobile Equipment Restriction	Approved	Yes
Form	Non-owned Equipment Exclusion	Approved	Yes
Form	Off-Shore Drilling Platforms	Approved	Yes
Form	On-Stream Endorsement	Approved	Yes
Form	Railroad Equipment Exclusion	Approved	Yes
Form	Utility Interruption Spoilage and Time	Approved	Yes

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Form	Element Limits and Deductibles		
Form	Worldwide Territory	Approved	Yes
Form	Coinsurance, Conditional Suspension	Approved	Yes
Form	Builders Risk Exclusion	Approved	Yes
Form	Cold Box Exclusion	Approved	Yes
Form	Debugging And Object Acceptance Exclusion	Approved	Yes
Form	Deductible - Spared Units or Parts	Approved	Yes
Form	Internantional Currency	Approved	Yes
Form	Non-Code Pressure Vessel Exclusion	Approved	Yes
Form	Power Generating Equipment Contractual Limitation	Approved	Yes
Form	Scoreboard Exclusion	Approved	Yes
Form	Spare Parts Endorsement	Approved	Yes
Form	Exhibition Exclusion	Approved	Yes
Form	Dragline, Power Shovel, Excavation or Construction Equipment	Approved	Yes
Form	Locations - Special Schedule	Approved	Yes
Form	Skating Rink - Burried Vessels, Piping Exclusion	Approved	Yes
Form	Underground Pressure Vessels and Piping Coverage	Approved	Yes
Form	Buried Objects	Approved	Yes
Form	Buried Electrical Equipment	Approved	Yes
Form	Coinsurance, Conditional Suspension	Approved	Yes
Form	Communication Equipment Exclusion	Approved	Yes
Form	Production Machines Limits and Deductibles	Approved	Yes
Form	Excess Demand Charge Limitation	Approved	Yes
Form	Functional Replacement Cost	Approved	Yes
Form	Limits - Combined	Approved	Yes
Form	Newly Acquired Location - Financial Instituion Restriction	Approved	Yes

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Form	Loss Payee Certificate of Insurance	Approved	Yes
Form	Mortgagee Certificate of Insurance	Approved	Yes
Form	On-Stream Endorsement	Approved	Yes
Form	Perils Elimination	Approved	Yes
Form	Power Generating Equipment Time Element Limits and Deductibles	Approved	Yes
Form	Worldwide Territory and International Currency	Approved	Yes
Form	Non-owned Equipment Exclusion	Approved	Yes
Form	Non-owned Equipment Exclusion	Approved	Yes
Form	Hoists and Diagnostic Equipment Coverage	Approved	Yes
Form	Margin Clause	Approved	Yes
Form	Power Generating Equipment Exclusion	Approved	Yes
Form	Notice To or By	Approved	Yes
Form	Objects Excluded From Coverage	Approved	Yes
Form	Property Not Covered	Approved	Yes
Form	Objects With Limited Coverage	Approved	Yes
Form	Radioactive Contamination Coverage	Approved	Yes
Form	Marine Equipment - Collision or Sinking Exclusion	Approved	Yes
Form	Marine Equipment Exclusion	Approved	Yes
Form	Railroad Equipment Exclusion	Approved	Yes
Form	Non-Metallic Linings Exclusion	Approved	Yes
Form	Computer Equipment Limits and Deductibles	Approved	Yes
Form	Contract Exclusion	Approved	Yes
Form	Contract Sublimit	Approved	Yes
Form	Covered Property Exclusion (Manufactured or Serviced Equipment)	Approved	Yes
Form	Drying Out Coverage	Approved	Yes
Form	Molten Material Limit	Approved	Yes
Form	Power Generating Equipment Time	Approved	Yes

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Form	Element Exclusion		
Form	Transportable Equipment Coverage	Approved	Yes
Form	Water Damage Sublimits	Approved	Yes
Form	Testing Exclusion	Approved	Yes
Form	Kiln Exclusion (No Coverage For Associated Equipment)	Approved	Yes
Form	Kiln Limits and Deductibles	Approved	Yes
Form	Underground Pressure Vessels and Piping Coverage	Approved	Yes
Form	Fungus, Decay, Wet Rot, Dry Rot and Bacteria Limited Coverage	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/08/2008
Submitted Date 10/08/2008
Respond By Date 10/22/2008

Dear Margaret Salsbury,

Form: BM T5 68 08 08 - Joint or Disputed Loss Agreement

The arbitration clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Form: EB T1 00 08 08 - Equipment Breakdown Protection - (p. 11 & 12)

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Sincerely,

Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/09/2008
Submitted Date 10/09/2008

Dear Llyweyia Rawlins,

Comments:

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Response 1

Comments: This is in response to your October 8, 2008 objection.

1. It was our belief that by attaching Arkansas Changes endorsement IL 01 63 as a mandatory endorsement to every policy that we issued, the Appraisal provision in that endorsement (paragraph C.1.) would supersede any contradictory provisions that might appear in Travelers' multistate coverage form and endorsements, including but not limited to the Arbitration wording that endorsement BM T5 68 (Joint Or Disputed Loss Agreement) contains.

This seems to be the treatment that Insurance Services Office, Inc. (ISO) relied upon to modify the same Joint Or Disputed Loss Agreement condition (Equipment Breakdown Protection Condition E.3.) that is incorporated into their coverage form, EB 00 20 09 07.

Please let us know if any action beyond attaching amendatory endorsement IL 01 63 to all policies is necessary.

2. Similarly, as in item 1. above, we were assuming that the attachment of Arkansas Changes endorsement IL 01 63 to all policies would serve as the mechanism by which Conditions E.1.b. (Appraisal) and E.1.f. (Legal Action Against Us) in our EB T1 00 coverage form would be brought into compliance with state statutory requirements.

Those same provisions (E.1.b. and E.1.f.) in the ISO Coverage Form, EB 00 20 09 07, are specifically addressed by paragraphs C.1. and D.2. in amendatory endorsement IL 01 63, and we thought that following a corresponding course of action to ISO would produce the outcome that was needed.

Please let us know if any action beyond attaching amendatory endorsement IL 01 63 to all policies is necessary.

Regards,

Margaret Salisbury

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Coded Object Group Schedules	BM T0 51 08 08	08-2008	Declaration Replaced s/Schedule	Replaced Form #:0.00 BM T0 51 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085		BMT051 0808 Coded Object Group Sched.pdf
Approved	Service Interruption (SI) Coverage Extension	BM T3 16 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T3 16 03 89 Previous Filing #: 2003-03-PR-808 & 2006-02-0085		BMT316 0808 Serv Int Coverage.pdf
Approved	Errors and Omissions	BM T3 41 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T3 41 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085		BMT341 0808 Errors & Omissions.pdf
Approved	Deductible - Highest	BM T3 75 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T3 75 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085		BMT375 0808 Ded- Highest.pdf
Approved	Hydro Turbine Limitation	BM T4 63 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 63 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085		BMT463 0808 Hydro Turb Limitation.pdf
Approved	Turbine Units - Explosion Coverage	BM T4 71 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 71 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085		BMT471 0808 Turbine Unit Limitation- Explosion.pdf
Approved	Dependent	BM T4 73 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00		BMT473

SERFF Tracking Number:	TRVD-125777376	State:	Arkansas	
First Filing Company:	NIPPONKOA Insurance Company Ltd.,(U.S.Branch), ...	State Tracking Number:	EFT \$50	
Company Tracking Number:	2007-10-0045-F			
TOI:	27.0 Boiler & Machinery	Sub-TOI:	27.0000 Boiler & Machinery	
Product Name:	Boiler and Machinery			
Project Name/Number:	Boiler and Machinery/2007-10-0045-F			
Properties	08 08	nt/Amendm ent/Condi ons	BM T4 73 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	0808 Dependent Props.pdf
Approved Non-owned Locations Ammonia Contamination and Consequential Damage Coverage	BM T4 76 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 76 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	BMT476 0808 Non- owned Locs- Amm Cont & CD Cov.pdf
Approved Ordinary Payroll Coverage	BM T4 77 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 77 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	BMT477 0808 Ordinary Payroll Coverage.pdf
Approved Refrigerated Trucks	BM T4 78 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 78 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	BMT478 0808 Refrig Trucks.pdf
Approved Builders Risk Endorsement	BM T4 84 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 84 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	BMT484 0808 Bldrs Risk Endt.pdf
Approved Diagnostic Equipment Limits and Deductibles	BM T4 92 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 92 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	BMT492 0808 Diag Eqpmt Lim&Ded.pdf
Approved In Use or Connected Ready for Use - Coverage	BM T4 95 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 95 01 02 Previous Filing #: 2003-03-PR-808	BMT495 0808 In Use- Cov Extens.pdf

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

	Extension				& 2006-02-0085	
Approved	International Territory and Currency	BM T4 96 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 96 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	BMT496 0808 Internl Terr & Currency.pdf
Approved	Livestock Coverage	BM T4 98 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 98 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	BMT498 0808 Livestock Cov.pdf
Approved	Ordinance or Law Coverage (Including Demolition and Increased Cost of Construction) - Direct Damage and Business Interruption and/or Extra Expense	BM T5 06 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T5 06 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	BMT506 0808 Ord- Law DD & BI-EE.pdf
Approved	Ordinance or Law Coverage (Including Demolition and Increased Cost of Construction) - Direct Damage Only	BM T5 07 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T5 07 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	BMT507 0808 Ord- Law DD only.pdf
Approved	Deductible - Combined	BM T5 44 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T5 44 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	BMT544 0808 Ded- Combined.p df
Approved	Hazardous Substance Limit	BM T5 45 08 08	08-2008	Endorsement/Amendment Replaced	Replaced Form #:0.00 BM T5 45 01 02	BMT545 0808 Haz

SERFF Tracking Number: TRVD-125777376 State: Arkansas
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 Ltd.,(U.S.Branch), ...
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 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approved	Description	BM	T5	08-2008	Endorsement/Amendment/Conditions	Replaced Form #	Previous Filing #	Subs Limit.pdf
					ent/Conditions		2003-03-PR-808 & 2006-02-0085	
Approved	Selling Price Valuation	BM T5 46 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T5 46 01 02	0.00	2003-03-PR-808 & 2006-02-0085	BMT546 0808 Selling Price Valuation.pdf
Approved	Expediting Expense Limit	BM T5 47 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T5 47 01 02	0.00	2003-03-PR-808 & 2006-02-0085	BMT547 0808 Exped Exps Lmt.pdf
Approved	Deductible - Multiple of Average Daily Value (ADV)	BM T5 54 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T5 54 01 02	0.00	2003-03-PR-808 & 2006-02-0085	BMT554 0808 Ded-Multiple of ADV.pdf
Approved	Testing Exclusion	BM T5 56 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T5 56 12 04	0.00	2005-08-0007 & 2006-02-0085	BMT556 0808 Testing Excl.pdf
Approved	Brands and Labels	BM T5 57 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T5 57 01 02	0.00	2003-03-PR-808 & 2006-02-0085	BMT557 0808 Brands & Labels.pdf
Approved	Joint or Disputed Loss Agreement	BM T5 68 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T5 68 01 02	0.00	2003-03-PR-808 & 2006-02-0085	BMT568 0808 Joint or Disputed Loss Agrmt.pdf
Approved	Chemical Recovery Boiler Exclusion	BM T5 93 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T5 93 01 02	0.00	2003-03-PR-808	BMT593 0808 Chem Rcvry Blr Excl.pdf

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

& 2006-02-0085

Approved	Electronic Data or Media Coverage -08 08 Non-owned Locations	BM T5 95 08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	BMT595 0808 Elect Data or Media incldg Non-owned Locs.pdf
Approved	Electronic Data or Media Coverage 08 08	BM T5 96 08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	BMT596 0808 Elect Data or Media.pdf
Approved	Diagnostic Equipment Coverage	BM T5 97 08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	BMT597 0808 Diag Eqpmt Cov.pdf
Approved	In Use or Connected Ready for Use - Restriction Deleted	BM T5 99 08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	BMT599 0808 In Use Restriction Deleted.pdf
Approved	Ammonia Contamination Sublimits	BM T6 02 08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T6 02 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	BMT602 0808 Amm Cont Sublimits.pdf
Approved	Animals Exclusion	BM T6 24 12-2004	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T6 24 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	BMT624 0808 Animal Excl.pdf
Approved	Portable Objects Coverage	BM T6 29 08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T6 29 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	BMT629 0808 Portable Eqpmt Cov.pdf
Approved	Fungus, Wet Rot, Dry Rot Limited	BM T6 51 08-2008	Endorseme Replaced nt/Amendm	Replaced Form #:0.00 BM T6 51 12 04	BMT651 0808 Fungus

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

	Coverage - Direct Damage and Time Element		ent/Condi ons	Previous Filing #: 2005-08-0007 & 2006-02-0085	DD&TE Cov; Virus Excl.pdf
Approved	Fungus, Wet Rot, BM T6 55 Dry Rot Limited 08 08 Coverage - Direct Damage only	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	BMT655 0808 Fungus DD only; Virus Excl.pdf
Approved	Ammonia Contamination Limit	BM T6 56 08 08	08-2008 Endorseme New nt/Amendm ent/Condi ons	0.00	BMT656 0808 Amm Cont Limit.pdf
Approved	Ammonia Contamination, Expediting Expense, Hazardous Substance and Water Damage Limit	BM T6 57 08 08	08-2008 Endorseme New nt/Amendm ent/Condi ons	0.00	BMT657 0808 Ammon, Expediting, Haz Sub, Water Limits.pdf
Approved	Errors in Description	BM T6 58 08 08	08-2008 Endorseme New nt/Amendm ent/Condi ons	0.00	BMT658 0808 Errors in Description.p df
Approved	Water Damage Limit	BM T6 59 08 08	08-2008 Endorseme New nt/Amendm ent/Condi ons	0.00	BMT659 0808 Water Damage Limitation Limit.pdf
Approved	Extended Warranty, Maintenance Contract or Service Contract	BM T6 60 08 08	08-2008 Endorseme New nt/Amendm ent/Condi ons	0.00	BMT660 0808 Extended Warranty, Maintenance , Service Contract.pdf

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approved	Fiber Optic Cable BM T6 61 08-2008	08 08	Endorsement/Amendment/Conditions	New	0.00	BMT661 0808 Fiber Optic Cable.pdf
Approved	New Generation Valuation BM T6 62 08-2008	08 08	Endorsement/Amendment/Conditions	New	0.00	BMT662 0808 New Generation Valuation.pdf
Approved	Newly Acquired Locations BM T6 63 08-2008	08 08	Endorsement/Amendment/Conditions	New	0.00	BMT663 0808 Newly Acquired Locs.pdf
Approved	Coverage Enhancement BM T6 64 08-2008	08 08	Endorsement/Amendment/Conditions	New	0.00	BMT664 0808 Coverage Enhancement.pdf
Approved	Suspension of Coinsurance BM T6 65 08-2008	08 08	Endorsement/Amendment/Conditions	New	0.00	BMT665 0808 Suspension of Coinsurance .pdf
Approved	EnergyMax 21 Equipment Breakdown Protection Declarations EB T0 00 08-2008	08 08	Declaration s/Schedule	Replaced	Replaced Form #:0.00 BM T0 53 10 05 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT000 0808 Declarations - no logo.pdf
Approved	Mortgagee Schedule (used w08 08 Policy) EB T0 07 08-2008	08 08	Declaration s/Schedule	Replaced	Replaced Form #:0.00 BM T0 05 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT007 0808 Mortgage Sched (for use with policy).pdf
Approved	EnergyMax 21 Equipment Breakdown EB T1 00 08-2008	08 08	Policy/Coverage Form	Replaced	Replaced Form #:0.00 BM T1 57 02 02 Previous Filing #:	EBT100 0808 EMax21

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Protection Form		2003-03-PR-808 & 2006-02-0085		Eqpmt Brkdn Prot Form.pdf		
Approved	Accounts Receivable	EB T3 00 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	EBT300 0808 Accts Rec.pdf
Approved	Accounts Receivable (including Non- Owned Locations)	EB T3 01 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	EBT301 0808 Accts Rec incldg Non-onwed Locs.pdf
Approved	Business Income - Reporting of Values	EB T3 02 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T3 92 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT302 0808 Business Income - Reporting of Values.pdf
Approved	Civil Authority - Period	EB T3 03 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	EBT303 0808 Civil Auth Cov- Period .pdf
Approved	Civil Authority - Territory	EB T3 04 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	EBT304 0808 Civil Auth- Territory.pdf
Approved	Civil Authority - Period and Territory	EB T3 05 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	EBT305 0808 Civil Auth- Territory, Period.pdf
Approved	Conveyor, Crane, Hoist Exclusion	EB T3 06 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T3 99 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT306 0808 Conveyors, Cranes, Hoists Excl.pdf

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approved	Deductible Waiver	EB T3 07 08 08	08-2008	Endorsement/Amendment/Conditions New	0.00	EBT307 0808 Deductible Waiver.pdf
Approved	Defense Coverage	EB T3 08 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T6 15 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT308 0808 Defense Coverage.pdf
Approved	Elevator, Escalator Exclusion	EB T3 09 08 08	08-2008	Endorsement/Amendment/Conditions New	0.00	EBT309 0808 Elevator, Escalator Excl.pdf
Approved	Errors and Omission	EB T3 10 08 08	08-2008	Endorsement/Amendment/Conditions New	0.00	EBT310 0808 Errors & Omissions.pdf
Approved	Non- Metallic Linings Exclusion	EB T3 11 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 30 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT311 0808 Non-Metallic Linings Excl.pdf
Approved	Radioactive Contamination Coverage	EB T3 12 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 45 08 02 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT312 0808 Radiactive Contam.pdf
Approved	Additional Named Insured, Loss Payee and/or Mortgagees - Special Schedule	EB T3 13 08 08	08-2008	Declaration s/Schedule Replaced	Replaced Form #:0.00 BM T3 64 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT313 0808 Addl Insureds, LPs, Mortgagees Spec Sched.pdf
Approved	Actual Cash	EB T3 14 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	EBT314

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Value	08 08	nt/Amendm ent/Condi ons	BM T3 85 08 02	0808
Approved	Non-owned Property - Specified Valuation	EB T3 15 08-2008 08 08	Endorseme New nt/Amendm ent/Condi ons	0.00 EBT315 0808 Non- Prop - Spec Valuation.pdf
Approved	Non-owned Refrigerant Contamination and Spoilage Damage Coverage	EB T3 16 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 32 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085 EBT316 0808 Non- owned Locs- Refrig Cont & SD.pdf
Approved	Refrigerant Contamination Sublimits	EB T3 17 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T6 00 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085 EBT317 0808 Refrig Cont Sublimits.pdf
Approved	Specified Perils Elimination Endorsement	EB T3 18 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 39 01 03 Previous Filing #: 2005-08-0007 & 2006-02-0085 EBT318 0808 Specified Perils Elimination Excl.pdf
Approved	Actual Cash Value - Predetermined Depreciation	EB T3 19 08-2008 08 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T3 86 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085 EBT319 0808 ACV- Predeter Deprec.pdf
Approved	Additional Insured Endorsement	EB T3 20 08-2008 08 08	Declaration Replaced s/Schedule	Replaced Form #:0.00 BM T5 33 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085 EBT320 0808 Addl Insured Endt.pdf
Approved	Builders Risk Exclusion	EB T3 21 08-2008 08 08	Endorseme Replaced nt/Amendm	Replaced Form #:0.00 BM T3 88 08 02 EBT321 0808

<i>SERFF Tracking Number:</i>	<i>TRVD-125777376</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>NIPPONKOA Insurance Company Ltd.,(U.S.Branch), ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2007-10-0045-F</i>		
<i>TOI:</i>	<i>27.0 Boiler & Machinery</i>	<i>Sub-TOI:</i>	<i>27.0000 Boiler & Machinery</i>
<i>Product Name:</i>	<i>Boiler and Machinery</i>		
<i>Project Name/Number:</i>	<i>Boiler and Machinery/2007-10-0045-F</i>		

				ent/Condi tions	Previous Filing #: 2003-03-PR-808 & 2006-02-0085	Builders Risk Excl.pdf
Approved	Builders Risk Endorsement	EB T3 22 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 BM T3 89 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT322 0808 Bldrs Risk Endt.pdf
Approved	Buried Electrical Equipment Exclusion	EB T3 23 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 BM T3 91 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT323 0808 Buries Electrical Eqpmt Excl.pdf
Approved	Buried Equipment Exclusion	EB T3 24 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 BM T3 90 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT324 0808 Buried Eqpmt Excl.pdf
Approved	Communication Equipment Exclusion	EB T3 25 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 BM T3 97 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT325 0808 Communicati on Eqpmt Excl.pdf
Approved	Covered Premises - Special Schedule	EB T3 26 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 BM T4 02 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT326 0808 Cov Prem-Spec Sched.pdf
Approved	Deductible - Multiple of ADV - Multiple Locations	EB T3 27 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 BM T4 04 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT327 0808 Ded- Multiple of ADV-Multiple Locs.pdf
Approved	Electronic Data or Media - Non- owned Locations	EB T3 28 08 08	08-2008	Endorseme New nt/Amendm ent/Condi tions	0.00	EBT328 0808 Elect Data or Media incldg

SERFF Tracking Number: TRVD-125777376 State: Arkansas
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 Ltd.,(U.S.Branch), ...
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 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

							Non-owned Locs.pdf
Approved	Equipment Exclusion	EB T3 29 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 00 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	0.00	EBT329 0808 Eqpmt Excl.pdf
Approved	Fine Arts Exclusion	EB T3 30 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 11 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	0.00	EBT330 0808 Fine Arts Excl.pdf
Approved	Fine Arts Limitation	EB T3 31 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons		0.00	EBT331 0808 Fine Arts Limitation.pdf
Approved	Gaming Equipment Limits and Deductibles	EB T3 32 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 13 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	0.00	EBT332 0808 Gaming Eqpmt Limits & Deds.pdf
Approved	Property Not Covered	EB T3 33 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 44 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	0.00	EBT333 0808 Prop Not Covered.pdf
Approved	Unnamed Locations Coverage	EB T3 34 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons		0.00	EBT334 0808 Unnamed Locs Cov.pdf
Approved	Warranty Recovery Exclusion	EB T3 35 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons		0.00	EBT335 0808 Warranty Rcvry Excl.pdf
Approved	Claim Data	EB T3 36	08-2008	Endorseme Replaced	Replaced Form #:0.00		EBT336

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

	Expense	08 08		nt/Amendm ent/Condi ons	BM T3 94 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	0808 Claim Data Expense.pdf
Approved	Computer Equipment Limits and Deductibles	EB T3 37 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T6 03 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT337 0808 Computer Eqpmt Limits & Deds.pdf
Approved	Non-Owned Property Exclusion (Manufactured or Serviced Property)	EB T3 38 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T6 12 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT338 0808 Non- owned Prop _Mfrd or Serviced Prop_.pdf
Approved	Amendatory Endorsement	EB T3 39 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	EBT339 0808 Amendatory Endt.pdf
Approved	Named Insured - Broad Form	EB T3 40 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T3 46 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT340 0808 Named Insured- Broad Form.pdf
Approved	Deductible - Spared Units or Parts	EB T3 41 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 06 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT341 0808 Ded- Spared Units or Parts.pdf
Approved	Contract Exclusion	EB T3 42 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T6 06 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT342 0808 Contract Excl.pdf
Approved	Cold Box Exclusion	EB T3 43 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi	Replaced Form #:0.00 BM T3 95 08 02 Previous Filing #:	EBT343 0808 Cold Box Excl.pdf

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 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

				ons	2003-03-PR-808 & 2006-02-0085		
Approved	Diagnostic Equipment Exclusion	EB T3 45 08 08	08-2008	Endorseme nt/Amendm ent/Condi ons	0.00	EBT345 0808 Diag Eqpmt Excl.pdf	
Approved	Diagnostic Equipment Limits and Deductibles	EB T3 46 08 08	08-2008	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 07 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT346 0808 Diag Eqpmt Limits & Deds.pdf	
Approved	Power Generating Equipment Contract Limitation	EB T3 47 08 08	08-2008	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 40 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT347 0808 Power Gen Eqpmt Contract Excl.pdf	
Approved	Power Generating Equipment Exclusion	EB T3 48 08 08	08-2008	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 41 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT348 0808 Power Gen Eqpmt Excl.pdf	
Approved	Spoilage Damage Limits Endorsement	EB T3 49 08 08	08-2008	Endorseme nt/Amendm ent/Condi ons	0.00	EBT349 0808 Spoilage Limit Endt.pdf	
Approved	Catalyst Valuation	EB T3 50 08 08	08-2008	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T3 93 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT350 0808 Catalyst Valuation.pdf	
Approved	Loss Payment	EB T3 51 08 08	08-2008	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T5 65 01 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT351 0808 Loss Payment.pdf	
Approved	Contract	EB T3 52	08-2008	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00	EBT352	

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 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

	Limitation	08 08		nt/Amendm ent/Condi ons	BM T6 09 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	0808 Contract Limitation.pdf
Approved	Deductible - Air Conditioning and Refrigeration Systems	EB T3 53 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T3 72 07 06 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT353 0808 Ded- AC, Refrig Systems.pdf
Approved	Power Generating Equipment Limits and Deductibles	EB T3 54 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 43 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT354 0808 Power Gen Eqpmt Limits & Deds.pdf
Approved	Power Generating Equipment Time Element Exclusion	EB T3 55 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 42 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT355 0808 Power Gen Eqpmt TE Excl.pdf
Approved	Kiln Limits and Deductibles	EB T3 56 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T6 43 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT356 0808 Kiln Limits & Deds.pdf
Approved	International Territory	EB T3 57 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 15 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT357 0808 International Territory.pdf
Approved	Knowledge of Loss	EB T3 58 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T3 53 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT358 0808 Knowledge of Loss.pdf
Approved	Livestock Coverage	EB T3 59 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi	Replaced Form #:0.00 BM T4 19 12 04 Previous Filing #:	EBT359 0808 Livestock

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 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approval	Event	Policy	Effective Date	Description	Form	Previous Filings	Attachment
				ons	2005-08-0007 & 2006-02-0085		Cov.pdf
Approved	Debugging Exclusion	EB T3 60 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T4 03 08 02	Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT360 0808 Debugging Excl.pdf
Approved	Drying Out Coverage	EB T3 61 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T6 19 12 04	Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT361 0808 Drying Out.pdf
Approved	Equipment with Limited Coverage	EB T3 62 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T4 01 08 02	Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT362 0808 Eqpmt w Lmtd Cov.pdf
Approved	Hydro Turbine Limitation	EB T3 63 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T4 14 12 04	Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT363 0808 Hydro Turb Limitation.pdf
Approved	Kiln Exclusion	EB T3 64 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T4 18 12 04	Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT364 0808 Kiln Excl.pdf
Approved	Kiln Exclusion (No Coverage for Associated Equipment)	EB T3 65 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T6 40 12 04	Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT365 0808 Kiln & Assoc Eqpmt Excl.pdf
Approved	Margin Clause	EB T3 66 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T5 14 08 02	Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT366 0808 Margin Clause.pdf

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 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approved	Time Element - Maximum Daily Indemnity	EB T3 67 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	EBT367 0808 TE- Max Daily Indemnity.pdf
Approved	Marine Equipment Exclusion	EB T3 68 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 21 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT368 0808 Marine Eqpmt Excl.pdf
Approved	Declarations Amendment	EB T3 69 08 08	08-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	EBT369 0808 Dec Amdmt MidTerm.pdf
Approved	Molten Material Exclusion	EB T3 70 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 24 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT370 0808 Molten Material Excl.pdf
Approved	Molten Material Limit	EB T3 71 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 28 08 02 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT371 0808 Molten Material Limit.pdf
Approved	Newly Acquired Locations - Excluded Occupancies	EB T3 72 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 28 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT372 0808 Newly Acq Locs - Excluded Occup.pdf
Approved	Newly Acquired Location - Restriction for Financial Institutions	EB T3 73 08 08	08-2008	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BM T4 26 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT373 0808 Newly Acq Locs - Restrict for Financial Instit.pdf
Approved	Newly Acquired Location -	EB T3 74 08 08	08-2008	Endorseme Replaced nt/Amendm	Replaced Form #:0.00 BM T4 27 08 02	EBT374 0808 Newly

<i>SERFF Tracking Number:</i>	TRVD-125777376	<i>State:</i>	Arkansas
<i>First Filing Company:</i>	NIPPONKOA Insurance Company Ltd.,(U.S.Branch), ...	<i>State Tracking Number:</i>	EFT \$50
<i>Company Tracking Number:</i>	2007-10-0045-F		
<i>TOI:</i>	27.0 Boiler & Machinery	<i>Sub-TOI:</i>	27.0000 Boiler & Machinery
<i>Product Name:</i>	Boiler and Machinery		
<i>Project Name/Number:</i>	Boiler and Machinery/2007-10-0045-F		
	Specified Occupancies Only	ent/Conditions	Previous Filing #: 2003-03-PR-808 & 2006-02-0085 Acq Locs - Spec Occup.pdf
Approved	Non-Code Pressure Vessel Exclusion	EB T3 75 08-2008	Endorsement/Amendment/Conditions Replaced Replaced Form #:0.00 BM T4 29 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085 EBT375 0808 Non-code PV Excl.pdf
Approved	Green Coverage Enhancements	EB T3 76 08-2008	Endorsement/Amendment/Conditions New 0.00 EBT376 0808 Green Endt.pdf
Approved	Ordinary Payroll Exclusion	EB T3 77 08-2008	Endorsement/Amendment/Conditions Replaced Replaced Form #:0.00 BM T4 36 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085 EBT377 0808 Ord Pay Excl.pdf
Approved	Ordinary Payroll Limitation	EB T3 78 08-2008	Endorsement/Amendment/Conditions Replaced Replaced Form #:0.00 BM T4 37 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085 EBT378 0808 Ord Pay Limitation.pdf
Approved	Oven, Stove, Furnace, Incinerator, Pot, Kiln Exclusion	EB T3 79 08-2008	Endorsement/Amendment/Conditions Replaced Replaced Form #:0.00 BM T4 38 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085 EBT379 0808 Ovens, Stove, etal Excl.pdf
Approved	Portable Equipment Coverage	EB T3 80 08-2008	Endorsement/Amendment/Conditions Replaced Replaced Form #:0.00 BM T6 27 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085 EBT380 0808 Portable Eqpmt Coverage.pdf
Approved	RBC Exclusion	EB T3 81 08-2008	Endorsement/Amendment/Conditions Replaced Replaced Form #:0.00 BM T4 72 08 02 Previous Filing #: 2003-03-PR-808 EBT381 0808 RBC Excl.pdf

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 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

& 2006-02-0085

Approved	Refrigerated Trucks	EB T3 82 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 47 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT382 0808 Refrig Trucks.pdf
Approved	Scoreboard Exclusion	EB T3 83 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 48 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT383 0808 Scoreboard Excl.pdf
Approved	Secondary Electrical Apparatus Exclusion	EB T3 84 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 49 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT384 0808 Secondary Elec App Excl.pdf
Approved	Skating Rink-Buried Vessels, Piping Exclusion	EB T3 85 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 50 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT385 0808 Skating Rink Buried Vessels & Piping Excl.pdf
Approved	Spares Endorsement	EB T3 86 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 51 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT386 0808 Spares Endt.pdf
Approved	Suspension / Reinstatement of Coverage	EB T3 87 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T6 52 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT387 0808 Suspension- Reinstatement.pdf
Approved	Off Premises Equipment Coverage	EB T3 88 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T6 31 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085	EBT388 0808 Off Premises Eqpmt Coverage.pdf

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 Ltd.,(U.S.Branch), ...
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 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approval	Description	Policy	Effective Date	Endorsement	Form	Amount	File Name
Approved	Tuition and Fees	EB T3 89 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 53 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085		EBT389 0808 Tuition and Fees.pdf
Approved	Turbine Units - Explosion Coverage	EB T3 91 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 58 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085		EBT391 0808 Turb Units Limitation - Explosion.pdf
Approved	Water Damage Sublimits	EB T3 92 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T6 34 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085		EBT392 Water Damage Sublimits.pdf
Approved	Production Machines Limits and Deductibles	EB T3 93 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 05 12 04 Previous Filing #: 2005-08-0007 & 2006-02-0085		EBT393 Prod Mach Limits & Deds.pdf
Approved	Underground Pressure Vessels Piping Coverage	EB T3 94 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 54 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085		EBT394 0808 Underground PV & Piping.pdf
Approved	Excavation and Construction Equipment - Associated Equipment Coverage	EB T3 95 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 08 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085		EBT395 08089 Excav & Constr Eqpmt - Assoc Eqpmt Cov.pdf
Approved	Excavation and Construction Equipment -	EB T3 96 08 08	08-2008	Endorsement/Amendment/Conditions New	0.00		EBT396 Excav & Constr

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 Ltd.,(U.S.Branch), ...
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 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

	Limits and Deductibles		ons			Eqpmt - Limits & Deds.pdf
Approved	Off-shore Drilling Platform Equipment - Limits and Deductibles	EB T3 97 08 08	08-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BM T4 33 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT397 0808 Off-shore Drill Plltfrm - Limits & Deds.pdf
Approved	Production Machines Exclusion	EB T3 98 08 08	08-2008	Endorsement/Amendment/Conditions	0.00	EBT398 0808 Production Machines Excl.pdf
Approved	Declarations Amendment - Mid-Term Change	EB T3 99 08 08	08-2008	Endorsement/Amendment/Conditions	0.00	EBT399 0808 Declarations Amendment.pdf
Approved	Rubber Mixer Limitation	EB T4 00 08 08	08-2008	Endorsement/Amendment/Conditions	0.00	EBT400 0808 Rubber Mixer Limitation.pdf
Approved	Dependent Properties - Location Schedule	EB T4 01 08 08	08-2008	Declaration News/Schedule	0.00	EBT401 0808 Depend Props-Loc Sched.pdf
Approved	Other Insurance	EB T4 02 08 08	08-2008	Endorsement/Amendment/Conditions	0.00	EBT402 0808 Other Insurance.pdf
Approved	Diagnostic Medical Equipment Exclusion	EB T4 07 08 08	08-2008	Endorsement/Amendment/Conditions	0.00	EBT407 0808 Diag Med Eqpmt Excl.pdf

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 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approved	Lender Loss Payable Provision	EB T4 08 08 08	08-2008	Endorsement/Amendment/Conditions New	0.00	EBT408 0808 Loss Payable Prov.pdf
Approved	Sulfur Dioxide and Hydrogen Sulfide Exclusion	EB T4 09 08 08	08-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM T4 52 08 02 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	EBT409 0808 Sulfur Dioxide, Hydrogen Sulfide Excl.pdf
Approved	Loss Payee Schedule	BM T0 06 01 02	01-2002	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	
Approved	Energy Equipment Special Coverage Form Declarations	BM T0 21 02 89	02-1989	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #:0.00 Previous Filing #: 1989-03-MP-009	
Approved	RBC Exclusion	BM T3 27 01 02	01-2002	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	
Approved	Secondary Electrical Apparatus Exclusion	BM T3 28 01 02	01-2002	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	
Approved	Sulfur Dioxide And Hydrogen Sulfide Exclusion	BM T3 30 01 02	01-2002	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085	
Approved	Catalyst (valuation)	BM T3 38 01 02	01-2002	Endorsement/Amendment Withdrawn	Replaced Form #:0.00	

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 Ltd.,(U.S.Branch), ...
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 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

				ent/Condi tions	Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Liberalization Clause	BM T3 54 02 08	02-2008	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Fine Arts Exclusion	BM T3 61 01 02	01-2002	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Mortgagee Certificate of Insurance	BM T3 87 01 06	01-2006	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Excess Demand Charge Limitation	BM T4 09 08 02	08-2002	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Exhibition Exclusion	BM T4 10 08 02	08-2002	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Functional Replacement Cost	BM T4 12 08 02	08-2002	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Marine Equipment - Collision or Sinking Exclusion	BM T4 20 08 02	08-2002	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808

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 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

& 2006-02-0085

Approved	Mobile Equipment Restriction	BM T4 22 08 02	08-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Mobile Equipment Restriction	BM T4 23 01 02	01-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Non-owned Equipment Exclusion	BM T4 31 08 02	08-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Off-Shore Drilling Platforms	BM T4 34 01 02	01-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	On-Stream Endorsement	BM T4 35 08 02	08-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Railroad Equipment Exclusion	BM T4 46 08 02	08-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Utiily Interruption Spoilage and Time Element Limits and Deductibles	BM T4 55 08 02	08-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Worldwide	BM T4 56	08-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

	Territory			nt/Amendm ent/Condi ons	Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Coinsurance, Conditional Suspension	BM T4 57 01 03	01-2003	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Builders Risk Exclusion	BM T4 59 01 02	01-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Cold Box Exclusion	BM T4 60 01 02	01-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Debugging And Object Acceptance Exclusion	BM T4 61 01 02	01-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Deductible - Spared Units or Parts	BM T4 62 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Internantional Currency	BM T4 64 01 02	01-2002	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Non-Code Pressure Vessel Exclusion	BM T4 65 01 02	01-2002	Endorseme nt/Amendm ent/Condi	Withdrawn Replaced Form #:0.00 Previous Filing #:

SERFF Tracking Number: TRVD-125777376 State: Arkansas
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 Ltd.,(U.S.Branch), ...
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 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

			ons		2003-03-PR-808 & 2006-02-0085
Approved	Power Generating Equipment Contractual Limitation	BM T4 66 01 02	01-2002	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Scoreboard Exclusion	BM T4 68 01 02	01-2002	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Spare Parts Endorsement	BM T4 69 01 02	01-2002	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Exhibition Exclusion	BM T4 70 01 02	01-2002	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Dragline, Power Shovel, Excavation or Construction Equipment	BM T4 74 01 02	01-2002	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Locations - Special Schedule	BM T4 75 01 02	01-2002	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Skating Rink - Buried Vessels, Piping Exclusion	BM T4 79 01 02	01-2002	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085

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 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
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 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approved	Underground Pressure Vessels and Piping Coverage	BM T4 80 12-2004	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Buried Objects	BM T4 85 01-2002	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Buried Electrical Equipment	BM T4 86 01-2002	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Coinsurance, Conditional Suspension	BM T4 88 01-2002	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Communication Equipment Exclusion	BM T4 89 12-2004	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Production Machines Limits and Deductibles	BM T4 91 12-2004	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Excess Demand Charge Limitation	BM T4 93 01-2002	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Functional Replacement	BM T4 94 01-2002	Endorsement/Amendment	Withdrawn	Replaced Form #:0.00

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
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 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
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	Cost		ent/Condi ons	Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Limits - Combined	BM T4 97 01-2002 01 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Newly Acquired Location - Financial Instituion Restriction	BM T4 99 01-2002 01 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Loss Payee Certificate of Insurance	BM T5 01 08-1996 08 96	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Mortgagee Certificate of Insurance	BM T5 02 07-2003 07 03	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	On-Stream Endorsement	BM T5 05 01-2002 01 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Perils Elimination	BM T5 08 01-2002 01 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Power Generating Equipment Time Element Limits	BM T5 09 12-2004 12 04	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 &

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
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					and Deductibles	2006-02-0085
Approved	Worldwide Territory and International Currency	BM T5 10 01-2002 01 02	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Non-owned Equipment Exclusion	BM T5 11 12-2004 12 04	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Non-owned Equipment Exclusion	BM T5 12 12-2004 12 04	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Hoists and Diagnostic Equipment Coverage	BM T5 13 01-2002 01 02	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Margin Clause	BM T5 15 12-2004 12 04	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Power Generating Equipment Exclusion	BM T5 43 01-2002 01 02	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Notice To or By	BM T5 50 01-2002 01 02	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Objects Excluded	BM T5 51 01-2002	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	

SERFF Tracking Number: TRVD-125777376 State: Arkansas
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 Ltd.,(U.S.Branch), ...
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 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
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	From Coverage	01 02		nt/Amendm ent/Condi ons	Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Property Not Covered	BM T5 52 01 02	01-2002	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Objects With Limited Coverage	BM T5 53 01 02	01-2002	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Radioactive Contamination Coverage	BM T5 55 01 02	01-2002	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Marine Equipment - Collision or Sinking Exclusion	BM T5 58 01 02	01-2002	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Marine Equipment Exclusion	BM T5 59 01 02	01-2002	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Railroad Equipment Exclusion	BM T5 60 01 02	01-2002	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #: 2003-03-PR-808 & 2006-02-0085
Approved	Non-Metallic Linings Exclusion	BM T5 61 01 02	01-2002	Endorseme Withdrawn nt/Amendm ent/Condi	Replaced Form #:0.00 Previous Filing #:

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

				ons	2003-03-PR-808 & 2006-02-0085
Approved	Computer Equipment Limits and Deductibles	BM T6 05 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Contract Exclusion	BM T6 08 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Contract Sublimit	BM T6 11 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Covered Property Exclusion (Manufactured or Serviced Equipment)	BM T6 14 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Drying Out Coverage	BM T6 21 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Molten Material Limit	BM T6 25 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Power Generating Equipment Time Element Exclusion	BM T6 30 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085

SERFF Tracking Number: TRVD-125777376 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-10-0045-F
 TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
 Product Name: Boiler and Machinery
 Project Name/Number: Boiler and Machinery/2007-10-0045-F

Approved	Transportable Equipment Coverage	BM T6 33 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Water Damage Sublimits	BM T6 36 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Testing Exclusion	BM T6 38 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Kiln Exclusion (No Coverage For Associated Equipment)	BM T6 42 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Kiln Limits and Deductibles	BM T6 45 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Underground Pressure Vessels and Piping Coverage	BM T6 47 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085
Approved	Fungus, Decay, Wet Rot, Dry Rot and Bacteria Limited Coverage	BM T6 49 12 04	12-2004	Endorseme nt/Amendm ent/Condi ons	Withdrawn	Replaced Form #:0.00 Previous Filing #: 2005-08-0007 & 2006-02-0085

CODED OBJECT GROUP SCHEDULES

Insurance applies only as respects "objects" that are indicated in the declarations of the policy by the entry of a Definition Endorsement and Section Number, and an Object Group Definition Code Number and Title. If a Size is indicated in the declarations only those "objects" equal to or larger than the size are scheduled in the declarations.

DEF/ SEC CODE	OBJECT GROUP DESCRIPTIONS	DEF/ SEC CODE	OBJECT GROUP DESCRIPTIONS
1/1 B-1	Steel Steam Boilers, Cast Iron Steam Boilers and Electric Steam Generators.	1/2 UPV-4	Metal Unfired Vessels each of which is normally subject to vacuum or internal pressure other than static pressure of its contents, as listed below.
1/1 B-2	Steel Boilers, Cast Iron Boilers, Fired Storage Water Heaters, Fired Coil Water Heaters and Electric Steam Generators.	1/3 RAC-1	Refrigerating and Air Conditioning Vessels and Piping, but not including any: (1) Compression Type System forming a part of a small refrigerating unit having a motor capacity of 15 h.p. or less or (2) Absorption Type System having a refrigerating capacity of 15 tons or less or (3) such System forming a part of an Air Conditioning Unit having a capacity of 600,00 Btu/hr., or less.
1/1 B-3	Steam and Hot Water Boilers, but not including any: (1) Electric Steam Generator, (2) Fired Storage Water Heater, or (3) Fired Coil Water Heater.	1/4 AP-1	Metal Piping at the Location of the Insured, or between the parts of the Location, which contains steam or condensate thereof, supplied by Steam Boilers not owned, operated, or controlled by the insured.
1/2 UPV-1	Metal Unfired Vessels each of which is normally subject to vacuum or internal pressure other than static pressure of its contents; but not including any: (1) Vessel forming a part of a rotating or reciprocating machine, (2) Rotating cylinder, rotating roll, heater chest or heater plate forming a part of a machine, (3) Radiator, (4) Hot or Cold Blast Heating or Cooling Unit, or (5) Electric Steam Generator.	1/4 AP-2	Metal Piping of Compressed Air Systems.
1/2 UPV-2	Metal Unfired Vessels each of which is subject to vacuum or internal pressure other than static pressure of its contents as follows: Tanks for the storage of compressed air; Hydro-Pneumatic Tanks; Hot Water Storage Tank with or without internal steam coils; Coil Water Heaters; and Electric Water Heaters.	1/5 CU-1	Small Air Compression Units each of which has a driving electric motor with a capacity of 15 h.p. or less.
1/2 UPV-3	Metal Unfired Vessels each of which is normally subject to vacuum or internal pressure other than static pressure of its contents and containing only steam, air, water or any combination thereof and including any fuel oil pre-heater, but not including any: (1) Radiator, (2) Hot or Cold Blast Heating or Cooling Unit, (3) Cold Water Storage Tank, (4) Sprinkler System Tank, (5) Water Softner or Filter Tank, or (6) Electric Steam Generator.	1/5 RU-1	Small Refrigeration Units each of which has a driving electric motor with a capacity of 15 h.p. or less, but not including any such Unit forming a part of an Air Conditioning Unit having a capacity of 600,000 Btu/hr., or less.
		1/6 AU-1	Air Conditioning Units each of which has a capacity of 600,000 Btu/hr., or less, but not including any window mounted unit.
		2/1 DPU-1	Deep-Well Pump Units driven by electric motors equal to or larger than the size indicated in the declarations.
		2/2 EGS-1	Enclosed Gear Sets driven by electric motors equal to or larger than the size indicated in the declarations.

BOILER AND MACHINERY

DEF/ SEC CODE	OBJECT GROUP DESCRIPTIONS	DEF/ SEC CODE	OBJECT GROUP DESCRIPTIONS
2/3 C-1	Compressors separately driven by an Electric Motor equal to or larger than the size indicated in the declarations, but not including any such compressor: (1) forming a part of a Small Refrigerating or Compressing Unit having a driving electric motor with a capacity of 15 h.p. or less; (2) forming a part of an Air Conditioning Unit having a capacity of 600,000 btu/hr. or less; or (3) having a common shaft with, or connected by a coupling, clutch, or gear set to, an Engine or a Turbine.	2/3 P-1	Pumps that are separately driven, but not including any such pump: (1) having a common shaft with, or connected by a coupling, clutch or gear set to an Engine or a Turbine; or (2) of the Deep-Well Type driven by an Electric Motor directly connected, coupled, or connected by gears to said pump and used for no other purpose. As respects separately driven reciprocating pumps, only those driven by an electric motor equal to or larger than the Size indicated in the declarations are insured.
2/3 C-2	Compressors separately driven by an Electric Motor equal to or larger than the size indicated in the declarations, and used for compressing gas used as a refrigerant, but not including any such compressor; (1) forming a part of a Small Refrigerating Unit having a driving electric motor with a capacity of 15 h.p. or less; (2) forming a part of an Air Conditioning Unit having a capacity of 600,000 btu/hr. or less; or (3) having a common shaft with, or connected by a coupling, clutch, or gear set to, an Engine or a Turbine.	3/1 G-1	Electric Generators, but not including any such Generator: (1) forming a part of a Motor-Generator Set, or (2) driven by a Turbine.
2/3 ENG-1	Stationery Internal Combustion Engines, but not including any such Engine having a common shaft with, or connected by a coupling, clutch, or gear set to, a Reciprocating Compressor or Reciprocating Pump.	3/1 M-1	Electric Motors, but not including any such Motor: (1) having a capacity of 15 h.p. or less, forming a part of a Small Refrigerating or Compressing Unit, (2) forming a part of a Deep-Well Pump Unit of the Submersible Motor Type, (3) forming a part of a Motor-Generator Set, or (4) forming a part of an Air Conditioning Unit having a capacity of 600,000 Btu/hr., or less.
2/3 FB-1	Enclosed Type Fans and Enclosed Type Blowers, but not including any such Fan or Blower: (1) forming a part of an Air Conditioning Unit having a capacity of 600,000 Btu/hr., or less, (2) forming a part of a Coal Pulverizer, or (3) driven by a Turbine.	3/1 MG-1	Electric Motor-Generator Sets driven by electric motors equal to or larger than the size indicated in the declarations.
		3/1 T-1	Power and Distribution Transformers, but not including (1) Arc Furnace Transformers, (2) Constant Current Transformers, or (3) Auto Transformers used exclusively for Starting Electric Motors.
		3/2 MEA-1	Miscellaneous Electric Apparatus used for the transmission, distribution or control of electric current for power purposes, but not including any: (1) Power Transformer, Distribution Transformer, Induction Feeder Regulator, Lightning Arrester, Electric Heating Unit or Electric Battery, (2) such Apparatus used exclusively to start, stop, or control any single Electric Motor, or (3) Solid State Rectifier Units.

DEF/ SEC	CODE	OBJECT GROUP DESCRIPTIONS
3/2	MEA-2	Switchboards, Cubicles, Bus Structures and Oil Circuit Breakers, but not including any such apparatus used exclusively to start, stop, or control any single Electric Motor.
3/3	SRU-1	Solid State Rectifier Units.
4/1	ST-1	Steam Turbines driving any type of "object".
4/1	ST-2	Steam Turbines driving only Electric Generators.
4/1	ST-3	Steam Turbines driving other than Electric Generators.
4/1	GT-1	Gas Turbines driving any type of "object".
4/1	GT-2	Gas Turbines driving only Electric Generators.

DEF/ SEC	CODE	OBJECT GROUP DESCRIPTIONS
4/1	GT-3	Gas Turbines driving other than Electric Generators.
4/1	WT-1	Water Turbines driving any type of "object".
4/1	WT-2	Water Turbines driving only Electric Generators.
4/1	WT-3	Water Turbines driving other than Electric Generators.
5/ALL	BMC-1	Comprehensive excluding production machinery.
6/ALL	BMC-2	Comprehensive including production machinery.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE INTERRUPTION (SI) COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

DEDUCTIBLE

SI Business Interruption Extension:

SI Extra Expense Extension:

SI Consequential Damage Extension:

Waiting Period: hours

A. The following is added to A.5. Coverage Extensions:

Service Interruption

1. If you have selected coverage for Business Interruption, Extra Expense or Consequential Damage, the applicable coverage is extended to cover loss caused by the interruption of utility services if a Limit of Insurance for the coverage extension is shown above, provided all of the following conditions are met:
 - a. The interruption is the direct result of an "accident" to an "object" owned, operated or controlled by a private or public utility, landlord or other supplier with whom you have a contract to provide you with utility services;
 - b. The "object" is used to supply air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment to a covered Location; and
 - c. The interruption of utility service to your covered Location lasts at least the consecutive Waiting Period shown above. Once this Waiting Period is met, coverage will commence at the initial time of the interruption and will then be subject to the applicable deductible.
2. We will also pay for necessary expenses you incur to reduce or avert the amount of loss

under this extension. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this extension.

3. The most we will pay under this extension is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".
4. We will not pay for loss or damage under this extension until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

a. Time Deductible

If a time deductible is shown in the Schedule above, we will not be liable for any loss under this extension occurring during that specified time period immediately following the "accident". If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

b. Dollar Deductible

If a dollar deductible is shown in the Schedule above, we will first subtract the deductible amount shown in the Schedule from the amount we would otherwise pay under this extension.

c. Multiple of Daily Value Deductible

If a multiple of daily value is shown in the Schedule above, we will first subtract

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from the total amount we would otherwise pay, a dollar amount that is equal to the daily value during the period of interruption at the location(s) where the loss occurred, multiplied by the multiple specified in the Schedule above. The daily value is the amount that would have been earned each working day had no "accident" occurred.

B. With respect to coverage provided under this Endorsement, the following is added to **B. EXCLUSIONS:**

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- 1. Aircraft;
- 2. Civil commotion;

- 3. Collapse;
- 4. Freezing caused by cold weather;
- 5. Impact of aircraft, missile or vehicle;
- 6. Lightning;
- 7. Molten material;
- 8. Objects falling from aircraft or missiles;
- 9. Riot;
- 10. Smoke;
- 11. Vandalism;
- 12. Vehicles, including any material carried in or on the vehicles;
- 13. Weight of snow, ice, sleet;
- 14. Acts of Sabotage; or
- 15. Deliberate act(s) of load shedding by the supplying or distributing utility, landlord or other supplier.

POLICY NUMBER:

BOILER AND MACHINERY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to **A. COVERAGE, 5. Coverage Extensions:**

Errors and Omissions Coverage Extension

We will pay for any loss or damage, which is not otherwise payable under this Coverage Part solely because of the items listed below:

- (1)** Any error or unintentional omission in the description or location of property as insured under this Coverage Part or in any subsequent amendments;
- (2)** Any failure through error to include any premises owned or occupied by you at the effective date of this Coverage Part; or

- (3)** Any error or unintentional omission by you that results in cancellation of coverage for any Covered Premises.

No coverage is provided as a result of any error or unintentional omission by you in the reporting of values or the coverage you requested.

It is a condition of this coverage extension that such errors or unintentional omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

The most we will pay for loss or damage under this coverage extension is:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE – HIGHEST

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

Paragraph **D. DEDUCTIBLE** is deleted and replaced with the following:

D. DEDUCTIBLE

We will not pay for loss or damage resulting from any "one accident" until the amount of covered loss or damage exceeds the deductible shown in the Declarations or elsewhere in this Coverage Part for each applicable coverage. We will then pay the amount of covered loss or damage in ex-

cess of the deductible, up to the applicable Limit of Insurance.

Deductibles apply separately for each applicable coverage. However, if more than one "object" is involved in "one accident", only one deductible, the highest, shall apply for each of the applicable coverages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HYDRO TURBINE LIMITATION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

- A.** The following applies when this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 4 – TURBINE OBJECTS, BM 00 29.

Paragraph 1. "Object", **b. (5)** is deleted and replaced with the following:

- (5)** Penstock, draft tube, well casing, watershaft, power tunnel, flume, canal, tail race or discharge tunnel; or

- B.** The following applies when this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), BM 00 30; or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), BM 00 31.

Paragraph **B. (10)** is deleted and replaced with the following:

- (10)** Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube, well casing, watershaft, power tunnel, flume, canal, tail race or discharge tunnel;

- C.** The following is added to **B. Exclusions** of:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25:

We will not pay for loss or damage caused directly or indirectly by collision or impact to a hydro turbine. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TURBINES UNIT LIMITATION – EXPLOSION COVERAGE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

LOCATION

"TURBINE UNIT"

A. With regard to any "Turbine Unit" listed in the Schedule above, paragraphs **F. DEFINITIONS, 1.** and **3.** of **BOILER AND MACHINERY COVERAGE FORM, BM 00 25,** are deleted and replaced by the following:

1. "Accident"

a. "Accident" means the following direct physical loss that causes physical damage to any "Turbine Unit" shown in the Schedule above and necessitates its repair or replacement:

- (1)** Explosion of any casing, combustor, duct, piping, precooler, intercooler, regenerator, or heat exchanger, forming a part of a gas turbine, caused by pressure of gas, liquid or vapor therein;
- (2)** Breaking of the casing of any driving turbine, or the casing of any driven compressor, pump or auxiliary turbine of the "Turbine Unit", into two or more separate parts; or
- (3)** Breaking of any spindle, rotor or shaft of the "Turbine Unit", into two or more separate parts.

b. "Accident" does not mean or include:

- (1)** Breakdown of any vacuum tube, gas tube or brush;

- (2)** Breakdown of any electronic computer or electronic data processing equipment;
- (3)** Breaking of any blade, bucket or vane whether or not it forms a part of a spindle, rotor or shaft;
- (4)** Breaking of any shroud ring or other fastening, any gear, or coupling;
- (5)** Breaking of any structure or foundation supporting the "Turbine Unit" or any part of the "Turbine Unit";
- (6)** Breaking or loosening of any electrical conductor or its insulation, or of any band wire, retaining ring, wedge or their fastenings of any electric generator even when such damage is a result of any "Breakdown" to the "Turbine Unit";
- (7)** Cracking of any part of an internal combustion gas turbine exposed to the products of combustion;
- (8)** Depletion, deterioration, corrosion or erosion;
- (9)** Explosion, breaking or cracking of any gasket, rupture disc, shaft seal or seal strip or diaphragm;

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- (10) Functioning of any safety or protective device;
 - (11) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - (12) Loosening of any assembled parts;
 - (13) Malfunction including adjustment, alignment, calibration, cleaning or modification; or
 - (14) Wear and tear.
- c. If a strike, riot, civil commotion, act of sabotage, or vandalism results in an "accident" this insurance applies. However, the War or Military Action Exclusion and the Conditions of this Coverage Part still apply.
3. **"Object"** means any "Turbine Unit" listed in the Schedule above.
- B. With regard to coverage provided under this Endorsement, the following is added to paragraph F.
- DEFINITIONS:**
- "Turbine Unit"** means any turbine, including any of the following associated equipment mounted on or used with such turbine:
- a. Auxiliary steam turbine;
 - b. Combustor, duct, piping, precooler, intercooler, regenerator or heat exchanger forming a part of a gas turbine; and
 - c. Compressor or pump on any shaft of the driving turbine or turbines.

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

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

Dependent Properties Schedule:

"Dependent Property" Limit:

"Dependent Property" Deductible:

"Dependent Property" Location(s):

- A.** Business Interruption or Extra Expense as otherwise provided under this Coverage Part is extended to cover loss caused by the necessary partial or total interruption of your business during the "Period of Restoration for Dependent Property". The interruption must be caused by direct physical loss of or damage to "Dependent Property" at a location identified above caused by or resulting from an "Accident" to an "Object".
- B.** However, coverage under this Endorsement does not apply when the only loss to "Dependent Property" is loss or damage to "Electronic Data", including destruction or corruption of "Electronic Data". If the "Dependent Property" sustains loss or damage to "Electronic Data" and other property, coverage under this Endorsement will end once the other property is repaired, rebuilt or replaced.
- C.** The limit and deductible in the Schedule above will apply to your loss as covered under this Endorsement. This limit is part of, not in addition to, the "Total Limit per Accident".
- D.** The following **Definitions** are added:
- 1. "Dependent Property"** means property operated by others whom you depend on to:
 - a.** Deliver materials or services to you or to others for your account (Supplying Locations). But any property which delivers any of the following services is not a Supplying Location with respect to such utility services: air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment.
 - b.** Accept your products or services (Recipient Locations);
 - c.** Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - d.** Attract customers to your business (Leader Locations).
 - 2. "Computer Program"** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.
 - 3. "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.
 - 4. "Period of Restoration for Dependent Property"**
 - a.** "Period of Restoration for Dependent Property" means the period of time that:
 - (1)** Begins at the time of direct physical loss or damage caused by or result-

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- ing from a "Covered Cause of Loss" at the premises of the "Dependent Property"; and
- (2)** Ends on the date when the property at the premises of the "Dependent Property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- b.** "Period of Restoration for Dependent Property" does not include any increased period required due to the enforcement of any ordinance or law that:
- (1)** Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2)** Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Hazardous Substance".
- c.** The expiration date of this Policy will not cut short the "Period of Restoration for Dependent Property".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED LOCATIONS – AMMONIA CONTAMINATION AND CONSEQUENTIAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Non-owned Locations as indicated below with an X:

- As on file with us
- As listed below:

NON-OWNED LOCATION(S)

Location(s):

Specified Property:

Non-owned Location
Ammonia Contamination

Non-owned Location
Consequential Damage

LIMIT OF INSURANCE

DEDUCTIBLE

Location(s):

Specified Property:

Non-owned Location
Ammonia Contamination

Non-owned Location
Consequential Damage

LIMIT OF INSURANCE

DEDUCTIBLE

Location(s):

Specified Property:

Non-owned Location
Ammonia Contamination

Non-owned Location
Consequential Damage

LIMIT OF INSURANCE

DEDUCTIBLE

Location(s):

Specified Property:

Non-owned Location
Ammonia Contamination

Non-owned Location
Consequential Damage

LIMIT OF INSURANCE

DEDUCTIBLE

A. The Ammonia Contamination Limitation and Consequential Damage coverage as provided elsewhere in this Coverage Part are extended to cover contamination of and "Consequential Damage" to "specified property" shown in the Schedule above, stored at the applicable Non-owned

Location shown in the Schedule above, subject to the following conditions:

1. You must have reported to us the current average and peak values for "specified property" at each Non-owned Location. The reported values must be received by us on or

EQUIPMENT BREAKDOWN

before the effective date and each anniversary date of this Coverage Part.

2. The most we will pay for loss or damage covered under this Endorsement is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".
 3. We will not pay for loss or damage insured under this Endorsement until the amount of loss or damage exceeds the applicable Deductible in the Schedule above.
- B.** With respect to coverage provided under this Endorsement, paragraph **E. BOILER AND MACHINERY CONDITIONS, 2. General Conditions, g. Other Insurance (2)** is deleted and replaced with the following:
- (2)** If there is "Specific Insurance" covering the same loss or damage, we will pay only for the

amount of covered loss or damage in excess of the amount due from such "Specific Insurance", whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance shown in the Schedule above.

"Specific Insurance" is any policy of insurance that is not written on the same plan, terms, conditions and provisions as the insurance under this Coverage Part. "Specific Insurance" includes any:

- a. Warehouseman's liability policy or other insurance policy which covers physical damage to the "specified property"; or
- b. Policy covering physical damage to "specified property" stored by a party other than you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINARY PAYROLL COVERAGE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Policy including:

BUSINESS INTERRUPTION – ACTUAL LOSS SUSTAINED COVERAGE, BM 15 26,

the following shall apply.

1. Paragraphs **E. DEFINITIONS, 1. b.(1)** and **5. a.** are deleted and replaced with the following:

Salaries and wages of officers, executives, employees under contract and other essential employees, as well as pensions and directors' fees, including "ordinary payroll" as provided below.

"Ordinary payroll" is covered for:

- 90 consecutive days
- 180 consecutive days
- 270 consecutive days
- 365 consecutive days

following the date of the "accident" to the "object".

2. In determining the operating expenses for the policy year for coinsurance purposes, payroll expenses will include "ordinary payroll" for the number of days indicated in **A.1.** above. If "ordinary payroll" varies during the policy year, the period of greatest "ordinary payroll" will be used.

B. When this Endorsement is part of a Policy including:

COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS, BM 15 33,

the following shall apply.

1. Paragraphs **E. DEFINITIONS, 1. b.(1)** and **4. a.** are deleted and replaced with the following:

Salaries and wages of officers, executives, employees under contract and

other essential employees, as well as pensions and directors' fees, including "ordinary payroll" as provided below.

"Ordinary payroll" is covered for:

- 90 consecutive days
- 180 consecutive days
- 270 consecutive days
- 365 consecutive days

following the date of the "accident" to the "object".

2. In determining the operating expenses for the policy year for coinsurance purposes, payroll expenses will include "ordinary payroll" for the number of days indicated in **B.1.** above. If "ordinary payroll" varies during the policy year, the period of greatest "ordinary payroll" will be used.

C. When this Endorsement is part of a Policy including:

BUSINESS INTERRUPTION – ACTUAL LOSS SUSTAINED COVERAGE, BM 15 26 or

COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS, BM 15 33,

the following shall apply.

For purposes of this endorsement, the following is added to Section **E. DEFINITIONS**:

"Ordinary payroll" means payroll expenses for all your employees except officers, executives, department managers and employees under contract.

"Ordinary payroll" expenses include payroll; employee benefits, if directly related to payroll; FICA payments; union dues; and worker's compensation premiums.

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REFRIGERATED TRUCKS

This endorsement modifies insurance provided under the following:
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Location(s):

"Specified Property":

Limit of Insurance:

Deductible:

When this Endorsement is part of a Policy that includes CONSEQUENTIAL DAMAGE, BM 15 28,

A. Paragraph **A. COVERAGE** is amended by adding the following:

We will also pay for "Consequential Damage" to "Specified Property" shown in the Schedule above and stored in refrigerated trucks or trailers at location(s) shown in the Schedule above, when such "Consequential Damage" is caused by a Covered Cause of Loss. Coverage provided under this paragraph applies despite paragraph **B.10. "Covered Equipment"** of any OBJECT DEFINITION endorsement attached to this Policy.

B. With respect to coverage provided under this Endorsement, paragraph **B. EXCLUSIONS** is amended by adding the following:

In addition, we will not pay for loss or damage caused by or resulting from:

1. Your failure to provide adequate fuel supply for the refrigeration equipment;
 2. Willful destruction of, or damage to, refrigeration equipment by an employee of yours or by others; or
 3. Collision, collapse, upset or overturning of the truck or trailer.
- C.** The most we will pay for loss or damage under this Endorsement is the Limit of Insurance specified in the Schedule above. This limit is part of, not in addition to, the Consequential Damage Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.
- D.** We will not pay for loss or damage under this Endorsement until the amount of loss or damage exceeds the deductible in the Schedule above.

POLICY NUMBER:

BOILER AND MACHINERY
 ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDER'S RISK ENDORSEMENT

This endorsement modifies insurance provided under the following:
 BOILER AND MACHINERY COVERAGE FORM

COVERAGE	LIMIT OF INSURANCE
Builders Risk Direct Damage (BRDD):	
Delay in Start Up (DSU):	
"Soft Costs" (SC):	
Builders Risk Service Interruption (BRSI):	
BRSI applies only if the interruption lasts at least (waiting period):	Hours
Builders Risk "Electronic Data" or "Media":	
Builders Risk Expediting Expenses:	
Builders Risk Hazardous Substance:	
Builders Risk Water Damage:	
DEDUCTIBLE	AMOUNT
Builders Risk Direct Damage (BRDD):	
Delay in Start Up (DSU):	
"Soft Costs" (SC):	
Builders Risk Service Interruption (BRSI):	
"BUILDERS RISK PROJECT"	EFFECTIVE DATE
<input type="checkbox"/> Covered Premises shown in the Declarations or elsewhere in this Coverage Part	Per Declarations
<input type="checkbox"/> As on file with us	As on file with us
<input type="checkbox"/> As listed below:	As listed below:

A. With regard to "builders risk property", section **A. COVERAGE, 5. Coverage Extensions, a. Expediting Expenses** is replaced with the following:

a. Builders Risk Expediting Expenses

With respect to your damaged "builders risk property", we will pay the reasonable extra cost to:

(1) Make temporary repairs to;

(2) Expedite permanent repairs; and
 (3) Expedite permanent replacement.

We restrict the amount payable for Expediting Expenses as explained in the Limits of Insurance Section of this Coverage Form.

B. If a Limit of Insurance for Builders Risk "electronic data" or "media" is shown in the Schedule above,

the following is added to section **A. COVERAGE**,
5. Coverage Extensions:

Builders Risk "Electronic Data" and "Media" Coverage Extension

- (1) If "media" is damaged or "electronic data" is lost or corrupted as a direct result of an "accident" to an "object", and such "media" or "electronic data" is located at the "builders risk project", we will pay the actual cost to:
 - (a) Research, replace, recreate or restore the damaged "media" or lost or corrupted "electronic data"; and
 - (b) Reprogram instructions used in any covered "computer equipment".
- (2) If you have selected the Delay in Start Up (DSU) or "Soft Costs" (SC) coverage extension, the applicable coverage is extended to cover the loss incurred during the time necessary to:
 - (a) Research, replace, recreate or restore the damaged "media" or lost or corrupted "electronic data"; and
 - (b) Reprogram instructions used in any covered "computer equipment".
- (3) There shall be no coverage for any loss or expense incurred due to damaged "media" or lost or corrupted "electronic data" if the "electronic data" or "media" cannot be replaced, recreated or restored.
- (4) The most we will pay under this coverage is the Limit of Insurance shown in the Schedule above. This limit is part of, not in addition to, the "total limit per accident".
- (5) The deductible for coverage under this coverage extension is included within the applicable Builders Risk Direct Damage (BRDD) Deductible, Delay in Start Up (DSU) Deductible or "Soft Costs" (SC) Deductible shown in the Schedule above.

C. With regard to "builders risk property", section **C. LIMITS OF INSURANCE** is replaced with the following:

1. We will not pay more than the Builders Risk Direct Damage (BRDD) Limit of Insurance shown in the Schedule above for all direct damage to "builders risk property" that results from any "one accident". The limit for this coverage is part of, not in addition to, the "total limit per accident".
2. The following coverage limitations to our payment for direct damage to "builders risk

property" are part of and not in addition to the Builders Risk Direct Damage (BRDD) Limit of Insurance shown in the Schedule above.

a. Builders Risk Expediting Expenses

Our payment for Builders Risk Expediting Expenses will be limited to:

- (1) The Builders Risk Expediting Expenses Limit of Insurance shown in the Schedule above; or
- (2) What is left of the Builders Risk Direct Damage (BRDD) Limit of Insurance shown in the Schedule above after we pay your loss for "builders risk property" damaged by an "accident";
whichever is less.

The deductible for coverage under this Coverage Extension is included within the Builders Risk Direct Damage (BRDD) Deductible shown in the Schedule above.

b. Builders Risk Hazardous Substance Limitation

The following applies despite the operation of the Ordinance or Law Exclusion:

- (1) If "builders risk property" is damaged, contaminated or polluted by a "hazardous substance" as a direct result of an "accident" to an "object", the most we will pay for physical damage caused by the "hazardous substance", including any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property, is the Builders Risk Hazardous Substance Limit of Insurance shown in the Schedule above.
- (2) As used here, additional expenses mean expenses incurred beyond those for which we would be liable if no "hazardous substance" had been involved.
- (3) If you have selected the Delay in Start Up (DSU) or "Soft Costs" (SC) coverage extension, the applicable coverage is extended to cover any loss caused by a "hazardous substance" as identified in **b.(1)** above.
- (4) The most we will pay for all loss or damage described under this Coverage Limitation is the Limit of Insurance shown in the Schedule above for Builders Risk Hazardous Substance Limitation.

The deductible for coverage under this Limitation is included within the applicable Builders Risk Direct Damage (BRDD) Deductible, Delay in Start Up (DSU) Deductible or "Soft Costs" (SC) Deductible shown in the Schedule above.

c. Builders Risk Water Damage

If "builders risk property" is damaged by water as a direct result of an "accident" to an "object", the most we will pay for this kind of damage, including salvage expense, is the Limit of Insurance shown in the Schedule above for Builders Risk Water Damage.

The deductible for coverage under this Limitation is included within the Builders Risk Direct Damage (BRDD) Deductible shown in the Schedule above.

3. With regard to any "builders risk project", any coverage for Business Interruption, Extra Expense or Service Interruption as may otherwise be provided under this Coverage Part is deleted and if a Limit of Insurance for any of the following coverages is shown in the Schedule above, such coverage is added to section **A. COVERAGE 5. Coverage Extensions**:

Delay in Start Up (DSU)

(a) We will pay the:

- (1) "Actual Loss" you incur during the "delay period" due to a delay in the completion of the construction of the "builders risk project" as the result of any "one accident". The delay must be caused by an "accident" to an "object"; and
- (2) Additional necessary expenses you incur, over and above the expenses you normally would have incurred to reduce or avert the amount of loss covered under (a) above.

(b) The most we will pay under this coverage is the Delay in Start Up (DSU) Limit of Insurance shown in the Schedule above. This limit is part of, not in addition to, the "total limit per accident".

(c) We will not pay for loss or damage under this coverage until the amount of loss or damage exceeds the Delay in Start Up (DSU) Deductible shown in the Schedule above.

"Soft Costs" (SC)

(a) We will pay the:

- (1) Actual "soft costs" you necessarily incur during the "delay period" plus 30 (thirty) consecutive days due to a delay in the completion of the construction of the "builders risk project" as the result of any "one accident". The delay must be caused by an "accident" to an "object"; and
- (2) Additional necessary expenses you incur, over and above the expenses you normally would have incurred to reduce or avert the amount of loss covered under (a) above.

(b) The most we will pay under this coverage is the "Soft Costs" (SC) Limit of Insurance shown in the Schedule above. This limit is part of, not in addition to, the "total limit per accident".

(c) We will not pay for loss or damage under this coverage until the amount of loss or damage exceeds the "Soft Costs" (SC) Deductible shown in the Schedule above.

Builders Risk Service Interruption

If you have selected the Delay in Start Up (DSU) or "Soft Costs" (SC), the applicable coverage is extended to cover loss caused by the interruption of utility services to the "builders risk project" provided all of the following conditions are met:

- (a) The interruption is the direct result of an "accident" to an "object" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which you receive; and
- (b) The "object" is used to supply air conditioning, communication services, electric power, natural gas, heating, refrigeration, steam, water or waste treatment to the "builders risk project"; and
- (c) The interruption of utility service to the "builders risk project" lasts at least the consecutive period of time shown in the Schedule above. Once this waiting period is met, coverage will commence at the initial time of the interruption and will then be subject to the applicable deductible.
- (d) The most we will pay under this coverage is the Builders Risk Service Interruption (BRSI) Limit of Insurance shown in the

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Schedule above. This limit is part of, not in addition to, the "total limit per accident".

- (e) We will not pay for loss or damage under this coverage until the amount of loss or damage exceeds the Builders Risk Service Interruption (BRSI) Deductible shown in the Schedule above.

- D. With regard to "builders risk property", paragraph **B. EXCLUSIONS, 11.** is replaced with:

11. An "accident" to any "object" that takes place while such "object" is undergoing a test which subjects the "object" to greater than maximum allowable operating conditions as identified by the manufacturer of the "object".

- E. With regard to "builders risk property", the following exclusions are added to section **B. EXCLUSIONS:**

We will not pay for loss or damage caused directly or indirectly by contamination by ammonia as a result of an "accident" to an "object".

We will not pay for loss or damage that is covered under any **warranty** or guarantee of any contractor, manufacturer or supplier, whether or not such contractor, manufacturer or supplier is a Named Insured or Additional Insured under this Coverage Part.

With regard to **Builders Risk Service Interruption**, any loss resulting from the following causes of loss:

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;
- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;
- k. Vehicles, including any material carried in or on the vehicles;
- l. Weight of snow, ice, sleet;
- m. Acts of sabotage; or
- n. Deliberate act(s) of load shedding by the supplying or distributing utility, landlord or other supplier.

- F. With regard to "builders risk property", the following replaces the first sentence in Paragraph **D. DEDUCTIBLES:**

We will not pay for loss or damage resulting from any "one accident" until the amount of loss or damage exceeds the deductible shown in the Schedule above for each applicable coverage.

- G. With regard to "builders risk property", Paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, j. Valuation** is replaced with the following:

j. Valuation

We will determine the value of "builders risk property" in the event of loss or damage as follows:

- (1) At replacement cost as of the time of loss or damage. However, we will not pay more for loss or damage on a replacement cost basis than the least of the following:

- (a) The Limit of Insurance applicable to the damaged "builders risk property";
- (b) The cost to repair the damaged "builders risk property";
- (c) The cost to replace the damaged "builders risk property" with other property of comparable material and quality intended to be used for the same purpose; or
- (d) The amount actually spent that is necessary to repair or replace the damaged "builders risk property".

But we will not pay for such damaged "builders risk property" that is obsolete or useless to you.

- (2) You must pay the extra cost of replacing damaged property with property of a better kind or quality or of a larger capacity.
- (3) Unless we agree otherwise in writing, if you do not repair or replace the damaged "builders risk property" within 24 months following the date of the "accident", then we will pay only the smaller of the:
 - (a) Cost it would have taken to repair the "builders risk property";
 - (b) Cost it would have taken to replace the "builders risk property"; or
 - (c) Actual cash value at the time of the "breakdown".

(4) We will pay the actual cost to reproduce lost or damaged **Blueprints, Plans, Drawings, Renderings, Specifications, or other Contract Documents and Models** with property of like kind and quality, including the cost of gathering and assembling information from back-up data. To the extent such property is not replaced, the loss will be valued at the cost of blank material of substantially identical type.

(5) Any **salvage value** of property obtained for temporary repairs or use following a Covered Cause of Loss which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

H. With regard to "builders risk property", the following condition is added to paragraph E. **BOILER AND MACHINERY CONDITIONS, 2. General Conditions:**

Additional Insured

To the extent required by any signed contract or subcontract for the "builders risk project", and then only as their respective interests may appear, all owners, contractors, subcontractors of every tier, tenants of the "builders risk project" and any other individual or entity identified in such contract or subcontract are added to this policy as Additional Insureds, but only with respect to work they are performing for the Named Insured under such signed contract or subcontract and only if the value of their work has been included in the "builders risk project" values reported to us.

I. With regard to "builders risk property", the following replaces paragraph E. **BOILER AND MACHINERY CONDITIONS, 2. General Conditions, f. Policy Period, Coverage Territory:**

f. Policy Period, Coverage Territory

Under this Coverage Part:

(1) The "accident" must occur within the coverage territory and on or after the Effective Date shown in the Schedule above.

(2) Coverage will end when one of the following first occurs:

- (a) This Coverage Part expires or is cancelled;
- (b) The "builders risk project" is accepted by the purchaser or owner;
- (c) Your interest in the "builders risk project" ceases;

(d) You abandon the "builders risk project" with no intention to complete it; or

(e) Unless we specify otherwise in writing:

(i) 30 days after construction is completed; or

(ii) 30 days after any building included in the "builders risk project" is:

(a) Occupied in whole or in part; or

(b) Put to its intended use.

(3) The coverage territory is:

(a) The United States of America; and

(b) Puerto Rico.

J. The following definitions are added to Section F. **DEFINITIONS:**

"**Actual Loss**" means the sum of:

- 1. The net profits you fail to earn because of business interruption resulting from an "accident"; and
- 2. Whatever part of the following fixed charges and expenses the business failed to earn but would have earned if there had been no "accident":
 - a. Salaries and wages of officers, executives, employees under contract and other essential employees, as well as pensions and directors' fees but not your ordinary payroll expense; and
 - b. Manufacturing, selling, administrative expenses and any other items contributing to your overhead expenses.

In calculating the "actual loss", we will take into account the actual experience of your business before the "accident" and the probable experience you would have had without the "accident".

"**Builders Risk Project**" means any project identified in the Schedule above.

"Builders Risk Property"

- a. "Builders Risk Property" means the following types of property that you own, or for which you are legally liable, located at the "builders risk project", if estimated values for such have been included in the "builders risk project" values reported to us:

BOILER AND MACHINERY

- a. That part of any building, structure, or "object" in the course of construction, erection, rehabilitation, or installation;
 - b. Building materials and supplies, equipment, machinery and fixtures and any other property intended to become a permanent part of a building, structure or "object" that is included in the "builders risk project";
 - c. Wages, expenses and such other charges (whether paid by the owner, contractors or others) which are expended in the project, plus contractors' reasonable profit and overhead;
 - d. The land on which the "builders risk project" is located;
 - e. Blueprints, plans, drawings, renderings, specifications or other contract documents and models used for the "builders risk project"; and
 - f. Any other property intended to remain in the "builders risk project" after its completion.
- b. "Builders Risk Property" does not mean any:
- (1) Contractors' machinery, tools, equipment, or property of a similar kind that is not intended to become a permanent part of the "builders risk project";
 - (2) Building, structure or property other than land existing at the "builders risk project" prior to the effective date of this Coverage Part; or
 - (3) "Electronic Data".

"Computer Equipment" means:

- a. Your programmable electronic equipment that is used to store, retrieve and process data; and
- b. 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 "electronic data" or "media".

"Computer Program" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.

"Delay Period"

- a. "Delay Period" means the period of time that begins on the date the "builders risk project" would have been completed had there been no Covered Cause of Loss and ends on the earliest of the following:
 - (1) The date the "builders risk project" should have been repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date the "builders risk project" was actually repaired, rebuilt or replaced.
- b. "Delay Period" does not include any increased period required due to the enforcement of any ordinance or law that:
 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "hazardous substance".

"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.

"Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells. However, "media" does not include any hard disk drive that is an internal component of "computer equipment".

"Soft Costs" means necessary additional:

- a. Advertising and promotional expense;
- b. Architectural fees, building inspection and permit fees and charges;
- c. Commissions, legal and accounting costs and fees and administrative expenses incurred as a result of a necessary renegotiating of a lease or leases;
- d. Insurance expenses;
- e. Interest expense on money you borrow to finance construction or reconstruction;
- f. Real estate or property taxes;
- g. Storage charges; and
- h. Survey costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAGNOSTIC EQUIPMENT LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Coverage	Limit of Insurance	Deductible
"Diagnostic Equipment" Direct Damage		
"Diagnostic Equipment" Business Interruption		
"Diagnostic Equipment" Extra Expense		
A. When this Endorsement is part of a Policy including: OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES); or OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), paragraph B. "Object" 13. is deleted.		Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident" in the Declarations.
B. The most we will pay for loss or damage as a result of an "accident" to "diagnostic equipment" as covered under this Endorsement is the applicable		
		C. We will not pay for loss or damage insured under this Endorsement until the amount of loss or damage exceeds the applicable deductible in the Schedule above.
		D. As used in this Endorsement, "diagnostic equipment" means any machine, vessel or apparatus used solely for testing, research, diagnosis, medical, surgical, therapeutic, dental or pathological purposes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IN USE OR CONNECTED READY FOR USE
– COVERAGE EXTENSION**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to paragraph **A. COVERAGE, 3. Covered Cause of Loss:**

Any "object" or part of an "object" that is being assembled, dismantled, reassembled, transported or is in storage, all while at the Location specified for it in the Declarations, will be considered 'in use or connected ready for use'. However, we will not pay for any "accident" to such an "object" that takes place while the "object" is otherwise being worked upon, if the "accident" is a direct result of that work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERNATIONAL TERRITORY AND CURRENCY

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

A. Paragraph **E. BOILER AND MACHINERY CONDITIONS, 2. General Conditions, f.(2)** is deleted and replaced with the following:

(2) The Coverage Territory is:

- (a)** The United States of America (including its territories and possessions);
- (b)** Puerto Rico; and
- (c)**

or

- All foreign countries except any country, territory or jurisdiction which is subject to United States Government trade sanctions, embargoes or any other similar regulations that prohibit or restrict the transactions of business with, or travel to, such country, territory or jurisdiction.

B. The following is added to **E. BOILER AND MACHINERY CONDITIONS 1. Loss Conditions: CURRENCY**

All amounts used herein are expressed in the currency of the United States of America and any loss sustained under this Coverage Part shall be paid in the currency of the United States of America.

If, in the event of loss or damage, the amount of such loss or damage is computed in a foreign currency, the amount of such loss or damage will then be converted into the currency of the United States of America at the rate of exchange as specified in the Wall Street Journal as of the date the "accident" occurred.

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIVESTOCK COVERAGE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Description of Livestock

Locations:

Coverage

Limit of Insurance

Deductible

Combined Deductible for all loss covered under this Endorsement:

Livestock Limit per "One Accident":

Livestock Direct Damage:

Livestock Business Interruption:

Livestock Extra Expense:

Livestock Consequential Damage:

Livestock SI:
Business Interruption:

Extra Expense:

Consequential Damage:

Livestock Annual Aggregate:

Valuation:

- "Fair Market Value" Valuation
- Maximum per Livestock Valuation:
- Predetermined Value per Livestock Valuation

A. The following is added to **A. COVERAGE, 5. Coverage Extensions:**

Livestock Coverage

1. We will pay for your loss which results from the death or necessary humane destruction of Livestock as described in the Schedule above resulting from a Covered Cause of Loss.
2. Coverage under any Business Interruption Coverage Extension, Extra Expense Coverage Extension, Consequential Damage or Service Interruption coverage is extended to cover loss incurred as a direct result of the death or necessary humane destruction of Livestock described in the Schedule above resulting from a Covered Cause of Loss if there is a Limit of Insurance for the applicable coverage shown in the Schedule above.
3. With regard to coverage provided under this extension, Livestock (as described in the Schedule above) is included in Covered Property.
4. The most we will pay for loss or expense covered under this extension is the applicable Limit of Insurance shown in the Schedule above.
5. The Limits of Insurance for Livestock Direct Damage, Livestock Business Interruption, Livestock Extra Expense, Livestock Consequential Damage and Livestock Service Interruption are part of, not in addition to, the Livestock Limit per "One Accident" shown in the Schedule above.
6. The Livestock Limit per "One Accident" is part of, not in addition to, the "Total Limit per Accident".
7. The most we will pay for all loss and expense insured under this extension during any 12-month policy period is the Livestock Annual Aggregate shown in the Schedule above.
8. We will not pay for loss or damage insured under this extension until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

B. The following is added to paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, C. Duties in the Event of Loss or Damage:**

In the event of the death or necessary humane destruction of Livestock shown in the Schedule above:

- a. At our request, you will arrange for a postmortem examination to be completed by a quali-

fied veterinarian to verify the cause of death and provide us with a written report of the examination. We will pay for the cost of the examination and reports.

- b. Unless required by ordinance or law, you may not, without our permission, dispose of the dead Livestock within the first 48 hours after notification of loss is received by us.

C. With regard to coverage provided under this Endorsement, paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, j. Valuation** is deleted and replaced with the following:

- j. In the event of the death or necessary humane destruction of Livestock described in the Schedule above as a result of a Covered Cause of Loss, we will determine the value of the Livestock using the valuation method selected in the Schedule above:
 - (1) If you selected "fair market value" valuation, we will pay the "fair market value" of the Livestock as of the last business day prior to the "accident".
 - (2) If you selected Maximum per Livestock valuation, the most we will pay for any one Livestock is the smallest of:
 - (a) The reasonable cost to replace the Livestock; or
 - (b) The Maximum per Livestock limit shown in the Schedule above.
 - (3) If you selected Predetermined Limit per Livestock valuation, we will pay the amount for that Livestock specified on the list on file with us.

Regardless of the method of valuation selected, the most we will pay for loss or expense as covered under Livestock Direct Damage or Livestock Consequential Damage is the applicable Limit of Insurance shown in the Schedule above.

With regard to Livestock Business Interruption, Livestock Extra Expense or Livestock Service Interruption coverage, any amount paid to you under the Livestock Direct Damage or Livestock Consequential Damage claim that contributes toward continuing expenses, non-continuing expenses or net profit shall be taken into consideration when determining the amount of payment due you under the applicable Livestock Business Interruption, Livestock Extra Expense or Livestock Service Interruption coverage.

- D. With regard to coverage provided under this Endorsement, the following is added to paragraph F.
DEFINITIONS:

"**Fair Market Value**" means the value of livestock of a similar kind that are bought and sold at an

established market exchange closest to the location of the loss, where the market prices are posted and quoted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ORDINANCE OR LAW COVERAGE
(INCLUDING DEMOLITION AND INCREASED COST OF
CONSTRUCTION) – DIRECT DAMAGE AND
BUSINESS INTERRUPTION and/or EXTRA EXPENSE**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following applies despite the Ordinance or Law Exclusion, provided these increases in loss are necessitated by the enforcement of any ordinance, law, rule, regulation or ruling that is in force at the time of the "accident", which regulates the demolition, construction, repair or use of the building or structure.

A. With respect to the building or structure that was damaged as a result of an "accident" to an "object", we will pay for:

- 1. The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of undamaged parts of the same building or structure;
- 2. Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of such undamaged property; and
- 3. The increased cost actually and necessarily expended to:
 - a. Repair or reconstruct the undamaged or destroyed portions of the building or structure; and
 - b. Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

(1) The same covered location or at another location, if you so elect. However, if you rebuild at another location, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same covered location; or

(2) Another location if the relocation is required by the ordinance, law, rule, regulation or ruling. The most we will pay is the increased cost of construction at the new location.

4. If you have selected Business Income or Extra Expense coverage, the applicable coverage is extended to cover loss incurred as a direct consequence of coverage provided in **A.1.3.** above. With regard to loss covered under this paragraph, the "Period of Restoration" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction and to meet the minimum requirement for the enforcement of any ordinance, law, rule, regulation or ruling in effect at the time of the "accident".

5. The most we will pay for all coverage provided by this Endorsement is

\$.

This limit is a part of, not in addition to, the "Total Limit per Accident".

B. We will not pay for:

- 1. Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
- 2. Increase in loss until the damage or destroyed buildings or structure are actually rebuilt or replaced and approved by the regulating government agency;
- 3. Loss due to any ordinance, law, rule, regulation or ruling that:
 - a. You were required to comply with before the loss, even if the building was undamaged; and
 - b. You failed to comply with;

BOILER AND MACHINERY

4. Increase in loss, excess of the amount required to meet the minimum requirement of an ordinance, law, rule, regulation or ruling enforcement at the time of the "accident"; or
5. Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.
6. If any Fungus, Wet Rot, Dry Rot Limited Coverage is endorsed onto this Coverage Part, costs associated with the enforcement of any ordinance, law, rule, regulation or ruling which requires the 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 "fungus", wet or dry rot.

C. If:

1. The building or structure is damaged by an "accident" that is covered by this Coverage Part; and
2. There is other physical damage that is not covered by this Coverage Part; and

3. The building damage in its entirety results in enforcement of ordinance, law, rule, regulation or ruling;

then we will not pay the full amount of the loss under this Endorsement. Instead, we will pay only that proportion of such loss that the covered "accident" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Coverage Part and such damage is the subject of the ordinance, law, rule, regulation or ruling, then there is no Ordinance or Law coverage under this Coverage Part even if the building has also sustained damage by a covered "accident".

- D. The following is added to paragraph F. **DEFINITIONS:**

"Fungus" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ORDINANCE OR LAW COVERAGE
(INCLUDING DEMOLITION AND INCREASED COST OF
CONSTRUCTION) – DIRECT DAMAGE ONLY**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following applies despite the Ordinance or Law Exclusion, provided these increases in loss are necessitated by the enforcement of any ordinance, law, rule, regulation or ruling that is in force at the time of the "accident", which regulates the demolition, construction, repair or use of the building or structure.

A. With respect to the building or structure that was damaged as a result of an "accident" to an "object", we will pay for:

- 1. The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of undamaged parts of the same building or structure;
- 2. Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of such undamaged property; and
- 3. The increased cost actually and necessarily expended to:
 - a. Repair or reconstruct the undamaged or destroyed portions of the building or structure; and
 - b. Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

(1) The same covered location or at another location, if you so elect. However, if you rebuild at another location, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same covered location; or

(2) Another location if the relocation is required by the ordinance, law, rule, regulation or ruling. The most we will pay is the increased cost of construction at the new location.

4. The most we will pay for all coverage provided by this Endorsement is

\$

This limit is a part of, not in addition to, the "Total Limit per Accident".

B. We will not pay for:

- 1. Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
- 2. Increase in loss until the damage or destroyed buildings or structure are actually rebuilt or replaced and approved by the regulating government agency;
- 3. Loss due to any ordinance, law, rule, regulation or ruling that:
 - a. You were required to comply with before the loss, even if the building was undamaged; and
 - b. You failed to comply with;
- 4. Increase in loss, excess of the amount required to meet the minimum requirement of an ordinance, law, rule, regulation or ruling enforcement at the time of the "accident"; or
- 5. Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.
- 6. Any increase in loss due to interruption of business or additional expenses incurred to continue your business.
- 7. If any Fungus, Wet Rot, Dry Rot Limited Coverage is endorsed onto this Coverage Part, costs associated with the enforcement of any ordinance, law, rule, regulation or ruling which requires the Insured or others to test for,

BOILER AND MACHINERY

monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus", wet or dry rot.

C. If:

1. The building or structure is damaged by an "accident" that is covered by this Coverage Part; and
2. There is other physical damage that is not covered by this Coverage Part; and
3. The building damage in its entirety results in enforcement of ordinance, law, rule, regulation or ruling;

then we will not pay the full amount of the loss under this Endorsement. Instead, we will pay only

that proportion of such loss that the covered "accident" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Coverage Part and such damage is the subject of the ordinance, law, rule, regulation or ruling, then there is no Ordinance or Law coverage under this Coverage Part even if the building has also sustained damage by a covered "accident".

D. The following is added to paragraph F. DEFINITIONS:

"Fungus" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE – COMBINED

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

We will first deduct the combined deductible amount shown on the Declarations from the aggregate amount of all loss and expenses covered under this Policy.

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAZARDOUS SUBSTANCE LIMIT

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

In the second paragraph of **C. LIMITS OF INSURANCE, 2. b. Hazardous Substance Limitation**, the limit of \$25,000 is replaced with: .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELLING PRICE VALUATION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, j. Valuation:**

- A.** If all of the following conditions are met, property held by you for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had:
 - 1.** The selling price of the Covered Property is more than the replacement cost of the Covered Property; and
 - 2.** You are unable to replace the Covered Property before its anticipated sale.
- B.** We will consider the amount recovered under this Endorsement in the settlement of any claim as otherwise may be covered under a Business Interruption coverage.

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPEDITING EXPENSE LIMIT

This endorsement modifies insurance provided under the following:
BOILER AND MACHINERY COVERAGE FORM

In paragraph **C. LIMITS OF INSURANCE, 2. a. Expediting Expense**, the limit of \$25,000 is replaced with:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE – MULTIPLE OF AVERAGE DAILY VALUE (ADV)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Policy that includes:
- BUSINESS INTERRUPTION – ACTUAL LOSS SUSTAINED COVERAGE, BM 15 26,
or
COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS, BM 15 33,
- paragraph C. Deductible, 3. Multiple of Daily Value Deductible is deleted and replaced with the following:
- 3.** If a multiple of daily value is shown in the Declarations or elsewhere in this Coverage Part, this deductible will be calculated as follows:
- a.** For the location where the "accident" occurred, determine your "actual loss" during the "period of restoration".
 - b.** Divide the result in paragraph **3.a.** above by the number of days the business would have been open during the "Period of Restoration". The result is the average daily value (ADV).
 - c.** Multiply the ADV determined in **3.b.** above by the multiple of daily value shown in the Declarations or elsewhere in this Coverage Part.
- B.** When this Endorsement is part of a Policy that includes:
- BUSINESS INTERRUPTION – GROSS EARNINGS COVERAGE, BM 15 36,
paragraph C. Deductible, 3. Multiple of Daily Value Deductible is deleted and replaced with the following:
- 3.** If a multiple of daily value is shown in the Declarations or elsewhere in this Coverage Part, this deductible will be calculated as follows:
- a.** For the location where the "accident" occurred, determine your "gross earnings" during the "period of restoration".
 - b.** Divide the result in paragraph **3.a.** above by the number of days the business would have been open during the "Period of Restoration". The result is the average daily value (ADV).
 - c.** Multiply the ADV determined in **3.b.** above by the multiple of daily value shown in the Declarations or elsewhere in this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TESTING EXCLUSION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

Paragraph **B. EXCLUSIONS, 11.** is deleted and replaced with the following:

11. An "accident" to an "object" that takes place while the "object" is undergoing a test which subjects the "object" to greater than maximum allowable operating conditions as identified by the manufacturer of the "object".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BRANDS AND LABELS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to **E. BOILER AND MACHINERY CONDITIONS j. Valuation:**

- A.** If branded or labeled merchandise that is Covered Property is damaged by an "accident", we may take all or any part of the property at an agreed or appraised value. If we take such property, you may:
1. Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
 2. Remove the brands or labels if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with any law.
- B.** We will pay the reasonable cost you incur to perform the activities described in paragraph **A.** above.
- C.** If costs identified in paragraph **A.** above are incurred as a result of damage as covered under Hazardous Substance Limitation, Ammonia Contamination Limitation, Water Damage Limitation or Fungus, Wet Rot, Dry Rot and Bacteria Limited Coverage endorsement such costs will be a part of, not in addition to, the respective limits as identified in any applicable Declarations or Schedule Limit of Insurance for Hazardous Substance Limitation, Ammonia Contamination Limitation, Water Damage Limitation and Fungus, Wet Rot, Dry Rot and Bacteria Limited Coverage.
- D.** Any loss covered under this Endorsement is part of, not in addition to, the "Total Limit per Accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT OR DISPUTED LOSS AGREEMENT

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM Comprehensive
BOILER AND MACHINERY COVERAGE FORM Blanket

The following is added to paragraph **E. BOILER AND MACHINERY CONDITIONS.**

- A.** This endorsement is intended to facilitate payment of insurance proceeds when:
1. Both a commercial property policy and this Boiler and Machinery policy are in effect;
 2. Damage occurs to Covered Property that is insured by the commercial property policy and this Boiler and Machinery policy; and
 3. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B.** This endorsement does not apply if:
1. Both the commercial property insurer(s) and we do not admit to any liability; and
 2. Neither the commercial property insurer(s) nor we contend that coverage applies under the other insurer's policy.
- C.** The provisions of this endorsement apply only if all of the following requirements are met:
1. The commercial property policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
 2. The damage to the Covered Property was caused by a loss for which:
 - a. Both the commercial property insurer(s) and we admit to some liability for payment under the respective policies; or
 - b. Either:
 - (1) The commercial property insurer(s) does not admit to any liability for payment, while we contend that:
 - (a) All liability exists under the commercial property policy; or
 - (b) Some liability exists under both the commercial property policy and this Boiler and Machinery policy;
 - (2) We do not admit to any liability for payment, while the commercial property insurer(s) contends that:
 - (a) All liability exists under both the commercial property policy and this Boiler and Machinery policy; or
 - (b) Some liability exists under both the commercial property policy and this Boiler and Machinery policy; or
 - (3) Both the commercial property insurer(s) and we:
 - (a) Do not admit to any liability for payment; and
 - (b) Contend that some or all liability exists under the other insurer's policy; and
 3. The total amount of the loss is agreed to by you, the commercial property insurer(s) and us.
- D.** If the requirements listed in Paragraph **C.** above are satisfied, we and the commercial property insurer(s) will make payments to the extent, and in the manner, described as follows:
1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this Boiler and Machinery policy and one-half (1/2) the amount of the loss that is in disagreement.
 2. The commercial property insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.

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3. Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
4. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the commercial property policy
5. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
6. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

E. Arbitration

1. If the circumstances described in Paragraph **C.2.a.** exist and the commercial property insurer(s) and we agree to submit our differences to arbitration, the commercial property insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.
2. If any of the circumstances described in Paragraph **C.2.b.** exist, then the commercial property insurer(s) and we agree to submit

our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.

3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the commercial property insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

F. Final Settlement Between insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which Liquidated Damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHEMICAL RECOVERY BOILER EXCLUSION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to paragraph **B. EXCLUSIONS**:

An explosion within the furnace of a chemical recovery type boiler or within the gas passages from that furnace to the atmosphere.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA OR MEDIA COVERAGE (INCLUDING NON-OWNED LOCATIONS)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

ELECTRONIC DATA OR MEDIA COVERAGE SCHEDULE

Limit of Insurance:

- Electronic Data or Media located at a covered location
- Electronic Data or Media located at a non-owned location

Deductible:

A. The following is added to A.5. Coverage Extensions:

"Electronic Data" or "Media"

(1) If "media" is damaged or "electronic data" is lost or corrupted as a direct result of an "accident" to an "object", we will pay the actual cost to:

- a. Research, replace, recreate or restore the damaged "media" or lost or corrupted "electronic data"; and
- b. Reprogram instructions used in any covered "computer equipment".

(2) If you have selected Business Interruption or Extra Expense coverage, the applicable coverage is extended to cover your loss during the time necessary to:

- a. Research, replace, recreate or restore the damaged "media" or lost or corrupted "electronic data"; and
- b. Reprogram instructions used in any covered "computer equipment".

(3) There shall be no coverage for any loss or expense incurred due to damaged "media" or lost or corrupted "electronic data" if the "electronic data" or "media" cannot be replaced, recreated or restored. To the extent that "electronic data" is not replaced, recreated 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.

(4) The most we will pay under this coverage is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".

(5) We will not pay for loss or damage under this coverage until the amount of loss or damage exceeds the deductible in the Schedule above.

B. The following are added to paragraph F. Definitions:

1. "Computer Equipment" means:

- a. Your programmable electronic equipment that is used to store, retrieve and process data; and
- b. 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 "Electronic Data" or "Media".

2. "Computer Program" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.

3. "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

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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.

4. **"Media"** means electronic data processing or storage material such as films, tapes, discs, drums or cells.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA OR MEDIA COVERAGE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

ELECTRONIC DATA OR MEDIA COVERAGE SCHEDULE

Limit of Insurance:

Deductible:

A. The following is added to A.5. Coverage Extensions:

"Electronic Data" or "Media"

(1) If "media" is damaged or "electronic data" is lost or corrupted as a direct result of an "accident" to an "object", and such "electronic data" or "media" is located at a covered location, we will pay the actual cost to:

- a. Research, replace, recreate or restore the damaged "media" or lost or corrupted "electronic data"; and
- b. Reprogram instructions used in any covered "computer equipment".

(2) If you have selected Business Interruption or Extra Expense coverage, the applicable coverage is extended to cover your loss during the time necessary to:

- a. Research, replace, recreate or restore the damaged "media" or lost or corrupted "electronic data"; and
- b. Reprogram instructions used in any covered "computer equipment".

(3) There shall be no coverage for any loss or expense incurred due to damaged "media" or lost or corrupted "electronic data" if the "electronic data" or "media" cannot be replaced, recreated or restored. To the extent that "electronic data" is not replaced, recreated 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.

(4) The most we will pay under this coverage is the Limit of Insurance shown in the Schedule above. This limit is part of, not in addition to, the "Total Limit per Accident".

(5) We will not pay for loss or damage under this coverage until the amount of loss or damage exceeds the deductible in the Schedule above.

B. The following are added to paragraph F. Definitions:

1. "Computer Equipment" means:

- a. Your programmable electronic equipment that is used to store, retrieve and process data; and
- b. 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 "Electronic Data" or "Media".

2. "Computer Program" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.

3. "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.

4. "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells.

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAGNOSTIC EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES); or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES),

paragraph **B. "Object"** does not mean any:

is modified per any item checked below:

paragraph **B. 13.** is deleted.

paragraph **B. 13.** is deleted and replaced with:

Machine or apparatus that is used for research, medical, diagnostic, surgical, dental or pathological purposes, except any "diagnostic equipment" that has a re-

placement value of less than \$;

paragraph **B. 13.** is deleted and replaced with:

Machine or apparatus that is used for research, medical, diagnostic, surgical, dental or pathological purposes, except any "diagnostic dquipment" listed below:

B. As used in this Endorsement, "diagnostic equipment" means any machine, vessel or apparatus used solely for diagnosis, testing, research, medical, surgical, therapeutic, dental or pathological purposes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IN USE OR CONNECTED FOR USE
– RESTRICTION DELETED**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

- A.** Paragraph **A. COVERAGE, 3. Covered Cause of Loss** is deleted and replaced with the following:
- 3. Covered Cause of Loss**
- A Covered Cause of Loss is an "accident" to an "object" shown in the Declarations. An "object" must be at the location specified for it at the time of the "accident".
- B.** The requirement that the "object" that has the "accident" must be in use or connected ready for use is deleted from any Business Interruption, Extra Expense or Consequential Damage Endorsement included in this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMMONIA CONTAMINATION SUBLIMITS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

Paragraph **C. LIMITS OF INSURANCE, 2.c. Ammonia Contamination Limitation** is deleted and replaced with the following:

c. Ammonia Contamination

If Covered Property is contaminated by ammonia as a result of an "accident" to an "object", the most we will pay for this kind of damage, including salvage expense and any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property is the Limit of Insurance shown below for Ammonia Contamination Direct Damage.

If you have selected Business Interruption or Extra Expense coverage, the most we will pay under those Coverage Extensions for loss that is a re-

sult of ammonia contamination is the applicable Limit of Insurance shown below for Ammonia Contamination Business Interruption or Ammonia Contamination Extra Expense.

- (1)** Ammonia Contamination Direct Damage:

- (2)** Ammonia Contamination Business Interruption:

- (3)** Ammonia Contamination Extra Expense:

These limits are a part of, not in addition to, the "Total Limit per Accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMALS EXCLUSION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to paragraph **A. COVERAGE, 2. Property Not Covered:**

Covered Property does not include any live mammals, fish, birds, reptiles, amphibians or insects. It also does not include eggs intended to become live mammals, fish, birds, reptiles, amphibians or insects.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PORTABLE EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Description of "Portable Equipment":

Location of "Portable Equipment":

Coverage	Limit of Insurance	Deductible
"Portable Equipment" Direct Damage:		
"Portable Equipment" Business Interruption:		
"Portable Equipment" Extra Expense:		
A. The following is added to A. COVERAGE, 5. Coverage Extensions: Portable Equipment		"Portable Equipment" may be used with or mounted upon a vehicle or floating vessel. However, coverage provided under this extension does not apply to any "object" used in the operation or propulsion of a vehicle or floating vessel.
(1) We will pay for loss or damage to Covered Property as a direct result of an "accident" to "Portable Equipment" described in the Schedule above, at a Location shown in the Schedule above, subject to the following conditions:		(4) The most we will pay for loss or damage as a result of an "accident" to any "Portable Equipment" is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".
a. Such equipment is Covered Property and is operated by you or by someone you have designated to operate such equipment; and		(5) We will not pay for loss or damage under this extension until the amount of loss or damage exceeds the applicable deductible in the Schedule above.
b. Such equipment is in use or connected and ready for use.		
(2) If you have selected coverage for Business Interruption or Extra Expense, the applicable coverage is extended to cover loss incurred as a direct result of an "accident" to "Portable Equipment" as identified in paragraph (1) above.		B. With respect to coverage provided under this Endorsement, the following is added to B. EXCLUSIONS: We will not pay for any loss or expense resulting directly or indirectly from an "accident" if such "accident" results from or is caused by capsizing, collapse, collision, upset or overturning of the "Portable Equipment", the vehicle or floating vessel by which the "Portable Equipment" is transported or the platform or other base on which the "Portable Equipment" is positioned.
(3) Coverage provided under this extension applies despite paragraph B.10. of: OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), BM 00 30; or OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), BM 00 31.		C. With regard to coverage provided under this Endorsement, covered Locations include any Locations shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS, WET ROT, DRY ROT LIMITED COVERAGE – DIRECT DAMAGE AND TIME ELEMENT; VIRUS, BACTERIUM OR OTHER MICROORGANISM EXCLUSION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

A. EXCLUSIONS

The following are added to paragraph **B. EXCLUSIONS**:

1. "Fungus", Wet Rot and Dry Rot

Presence, growth, proliferation, spread or activity of "Fungus", wet or dry rot, except as provided under paragraph **B.** below. However, if an "accident" to an "object" ensues, we will pay the ensuing loss or damage not otherwise excluded.

2. Virus, bacterium or other microorganism

Any virus, bacterium or other microorganism that induces, or is capable of inducing, physical distress, illness or disease. However:

- a. If an "accident" to an "object" ensues, we will pay the ensuing loss or damage not otherwise excluded; and
- b. This exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in paragraph **A.1.** above.

B. "FUNGUS", WET ROT AND DRY ROT LIMITED COVERAGE

1. Property Damage

- a. We will pay for direct damage to Covered Property caused by "fungus", wet or dry rot only when the "fungus", wet or dry rot is the direct result of a Covered Cause of Loss that occurs during the Policy period.

As used in this paragraph B., the term loss or damage means direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot including:

- (1) The cost of removal of the "fungus", wet or dry rot;

- (2) The cost to tear out and replace any Covered Property as needed to gain access to the "fungus", wet or dry rot; and

- (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot are present.

- b. The most we will pay for coverage provided under this limited coverage is \$ _____ per covered Location per 12-month period starting with the effective date of this Coverage Part. With respect to a particular occurrence of loss which results in "fungus", wet or dry rot, we will not pay more than such limit even if the "fungus", wet or dry rot continues to be present or active or recurs in a later Policy period. The limit for "Fungus", Wet Rot or Dry Rot Limited Coverage – Property Damage is part of, not in addition to, the Property Damage Limit of Insurance.

- c. If "fungus", wet or dry rot results from damage by water, loss or damage attributable to "fungus", wet or dry rot will be:

- (1) Limited as described in Paragraph **1.b.** above; and
- (2) Part of the Limit of Insurance for Water Damage, not in addition to it.

2. Business Interruption or Extra Expense

If you have selected coverage for Business Interruption or Extra Expense, the applicable coverage is extended to cover the additional loss caused by the presence of "fungus", wet or dry rot that is the direct result of a Covered Cause of Loss.

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This coverage is limited to _____ days. The days need not be consecutive.

This limit is part of, not in addition to, the applicable Limit of Insurance for Business Interruption and Extra Expense.

3. Except as provided under paragraph **B.1.a(3)** above, we will not pay for loss or expense sustained due to the enforcement of any ordinance, law, rule, regulation or ruling which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of

property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot.

C. ADDITIONAL DEFINITION

The following is added to paragraph **F. DEFINITIONS**:

"Fungus" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FUNGUS, WET ROT, DRY ROT LIMITED COVERAGE –
DIRECT DAMAGE ONLY;
VIRUS, BACTERIUM OR OTHER MICROORGANISM
EXCLUSION**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

A. EXCLUSIONS

The following are added to paragraph **B. EXCLUSIONS**:

1. "Fungus", Wet Rot and Dry Rot

Presence, growth, proliferation, spread or activity of "Fungus", wet or dry rot, except as provided under paragraph **B.** below. However, if an "accident" to an "object" ensues, we will pay the ensuing loss or damage not otherwise excluded.

2. Virus, bacterium or other microorganism

Any virus, bacterium or other microorganism that induces, or is capable of inducing, physical distress, illness or disease. However:

- a. If an "accident" to an "object" ensues, we will pay the ensuing loss or damage not otherwise excluded; and
- b. This exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in paragraph **A.1.** above.

B. "FUNGUS", WET ROT AND DRY ROT LIMITED COVERAGE

1. Property Damage

a. We will pay for direct damage to Covered Property caused by "Fungus", wet or dry rot only when the "Fungus", wet or dry rot is the direct result of a Covered Cause of Loss that occurs during the Policy period, including:

- (1) The cost of removal of the "fungus", wet or dry rot;
- (2) The cost to tear out and replace any Covered Property as needed to gain access to the "fungus", wet or dry rot; and

(3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot are present.

b. The most we will pay for coverage provided under this limited coverage is \$ _____ per covered Location per 12-month period starting with the effective date of this Coverage Part. With respect to a particular occurrence of loss which results in "fungus", wet or dry rot, we will not pay more than such limit even if the "fungus", wet or dry rot continues to be present or active or recurs in a later Policy period. The limit for "Fungus", Wet Rot or Dry Rot Limited Coverage – Property Damage is part of, not in addition to, the Property Damage Limit of Insurance.

c. If "fungus", wet or dry rot results from damage by water, loss or damage attributable to "fungus", wet or dry rot will be:

- (1) Limited as described in Paragraph **1.b.** above; and
- (2) Part of the Limit of Insurance for Water Damage, not in addition to it.

2. Except as provided under paragraph **B.1.a(3)** above, we will not pay for loss or expense sustained due to the enforcement of any ordinance, law, rule, regulation or ruling which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot.

C. ADDITIONAL DEFINITION

The following is added to paragraph **F. DEFINITIONS**:

BOILER AND MACHINERY

"Fungus" means any type or form of fungus, including mold or mildew and any mycotoxins,

spores, scents or by-products produced or released by fungi.

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMMONIA CONTAMINATION LIMIT

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

In paragraph **C. LIMITS OF INSURANCE, 2. c. Ammonia Contamination Limitation**, the limit of \$25,000 is replaced with:

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMMONIA CONTAMINATION, EXPEDITING EXPENSE, HAZARDOUS SUBSTANCE AND WATER DAMAGE LIMITS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

In section **C. LIMITS OF INSURANCE**, the limits of \$25,000 in:

- 1. 2. a. Expediting Expense;**
- 2. 2. b. Hazardous Substance Limitation;**
- 3. 2. c. Ammonia Contamination Limitation;** and
- 4. 2. d. Water Damage Limitation**

are each replaced with:

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS IN DESCRIPTION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to paragraph **A. COVERAGE, 5. Coverage Extensions** of **BOILER AND MACHINERY COVERAGE FORM, BM 00 25.**

Errors in Description

1. We will pay for your loss covered by this Coverage Part if such loss is otherwise not payable solely because of any unintentional error or omission in the description of a location as insured under this Coverage Part.
2. You agree to give us prompt notice of any correction or addition to the description of a location insured under this Coverage Part.
3. The most we will pay under this coverage is \$. This limit is part of, not in addition to, the "Total Limit per Accident".
4. The deductible for coverage under this Coverage Extension is INCLUDED within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

POLICY NUMBER:

BOILER AND MACHINERY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER DAMAGE LIMITATION LIMIT

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

In paragraph **C. LIMITS OF INSURANCE, 2. d. Water Damage Limitation**, the limit of \$25,000 is replaced with:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED WARRANTY, MAINTENANCE CONTRACT OR SERVICE CONTRACT

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to paragraph **E. BOILER AND MACHINERY CONDITIONS 1. Loss Conditions j. Valuation** of **BOILER AND MACHINERY COVERAGE FORM**, BM 00 25:

If:

(a) Any damaged Covered Property, that is intended for your use, is protected by an **extended warranty, or maintenance or service contract**; and

(b) That warranty or contract becomes void or unusable due to an "accident";

we will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIBER OPTIC CABLE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is added to paragraph **A.** of **OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES)**, BM 00 30, or **OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES)**, BM 00 31:

- A.** "Object" means any:
- 4.** Fiber optic cable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW GENERATION VALUATION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

- A.** The following is added to paragraph **E. BOILER AND MACHINERY CONDITIONS 1. Loss Conditions j. Valuation** of **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**:

If an "object" is valued at replacement cost, cannot be repaired and requires replacement you may choose to apply the following provision.

New Generation Coverage – You may replace the damaged "object" with a newer generation "object" of the same capacity which improves the environment, increases efficiency or enhances safety. We will pay up to an additional 25% of the

covered direct damage amount for the "object". This additional amount is included in, not in addition to, the applicable Direct Damage Limit of Insurance.

- B.** Subpart (b) of paragraph **E. BOILER AND MACHINERY CONDITIONS 1. Loss Conditions j. Valuation (3)** is replaced with the following:

(b) Except for **New Generation Coverage**, for any extra cost incurred because you decide to repair or replace the damaged property with property of a better kind or quality or of larger capacity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEWLY ACQUIRED LOCATIONS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Coverage Number of Days: _____ days

Limit of Insurance: _____

Paragraph **A. COVERAGE, 5. Coverage Extensions, b. Automatic Coverage for a Newly Acquired Location** of the **BOILER AND MACHINERY COVERAGE FORM**, BM 00 25, is replaced with the following:

b. Automatic Coverage for a Newly Acquired Location

We will automatically cover an "accident" to an "object" at a newly acquired location. This automatic coverage begins at the time you acquire the property and is subject to the following conditions:

- (1)** You must promptly inform us in writing of the newly acquired location;
- (2)** You agree to pay an additional premium as determined by us for the newly acquired location from the date you acquire such location;
- (3)** The coverage for a newly acquired location will be subject to the same terms, conditions, exclusions and limitations as other insured locations until endorsed onto the Coverage Part;

- (4)** The coverage under this Coverage Extension will end when any of the following first occurs:
 - (a)** This Policy expires;
 - (b)** The Coverage Number of Days shown in the Schedule above is exceeded; or
 - (c)** The location is reported to us and we have communicated to you in writing our intent to continue coverage (including coverage with different limits, deductibles, terms or conditions) or decline further coverage for such reported location.
- (5)** If the coverages and deductibles vary for existing locations, then the coverage for the newly acquired location will be the broadest coverage, highest limits and highest deductibles applicable to the existing covered locations. However, the most we will pay for all loss or damage as provided under this Coverage Extension is the Limit of Insurance shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE ENHANCEMENT

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Coverage	Limit of Insurance	Deductible
Electronic Data or Media		
Errors in Description		Included in Direct Damage deductible
Coverage	Limit of Insurance	Number of Consecutive Days
Newly Acquired Locations		days

COVERED CAUSE OF LOSS AMENDED

A. IN USE OR CONNECTED READY FOR USE – RESTRICTION DELETED

1. Paragraph A. **COVERED**, 3. **Covered Cause of Loss** of **BOILER AND MACHINERY COVERAGE FORM**, BM 00 25 is deleted and replaced with the following:

3. Covered Cause of Loss

A Covered Cause of Loss is an "accident" to an "object" shown in the Declarations. An "object" must be at the location specified for it at the time of the "accident".

2. The requirement that the "object" that has the "accident" must be in use or connected ready for use is deleted from any Business Interruption, Extra Expense or Consequential Damage Endorsement included in this Coverage Part.

ADDITIONAL COVERAGE EXTENSIONS

B. ELECTRONIC DATA OR MEDIA

1. The following is added to **A.5. Coverage Extensions** of **BOILER AND MACHINERY COVERAGE FORM**, BM 00 25:

"Electronic Data" or "Media"

- (1) If "media" is damaged or "electronic data" is lost or corrupted as a direct result of an "accident" to an "object", and such "electronic data" or "media" is located at a

covered location, we will pay the actual cost to:

- a. Research, replace, recreate or restore the damaged "media" or lost or corrupted "electronic data"; and
 - b. Reprogram instructions used in any covered "computer equipment".
- (2) If you have selected Business Interruption or Extra Expense coverage, the applicable coverage is extended to cover your loss during the time necessary to:
 - a. Research, replace, recreate or restore the damaged "media" or lost or corrupted "electronic data"; and
 - b. Reprogram instructions used in any covered "computer equipment".
 - (3) There shall be no coverage for any loss or expense incurred due to damaged "media" or lost or corrupted "electronic data" if the "electronic data" or "media" cannot be replaced, recreated or restored. To the extent that "electronic data" is not replaced, recreated 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.
 - (4) The most we will pay under this coverage is the Limit of Insurance shown in the

BOILER AND MACHINERY

Schedule above. This limit is part of, not in addition to, the "Total Limit per Accident".

- (5) We will not pay for loss or damage under this coverage until the amount of loss or damage exceeds the deductible in the Schedule above.

C. ERRORS IN DESCRIPTION

The following is added to paragraph **A. COVERAGE, 5. Coverage Extensions** of **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**:

Error in Description

- (1) We will pay for your loss covered by this Coverage Part if such loss is otherwise not payable solely because of any unintentional error or omission in the description of a location as insured under this Coverage Part.
- (2) You agree to give us prompt notice of any correction or addition to the description of a location insured under this Coverage Part.
- (3) The most we will pay under this coverage is the Limit of Insurance shown in the Schedule above. This limit is part of, not in addition to, the "Total Limit per Accident".
- (4) We will not pay for loss or damage under this coverage until the amount of loss or damage exceeds the deductible in the Schedule above.

ADDITIONAL CONDITIONS

D. BRANDS AND LABELS

The following is added to **E. BOILER AND MACHINERY CONDITIONS j. Valuation** of **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**:

1. If branded or labeled merchandise that is Covered Property is damaged by an "accident", we may take all or any part of the property at an agreed or appraised value. If we take such property, you may:
 - a. Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
 - b. Remove the brands or labels if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with any law.
2. We will pay the reasonable cost you incur to perform the activities described in paragraph 1. above.

3. If costs identified in paragraph 1. above are incurred as a result of damage as covered under Ammonia Contamination Limitation; "Fungus", Wet Rot, Dry Rot and Bacteria Limited Coverage endorsement; Hazardous Substance Limitation; or Water Damage Limitation, such costs will be a part of, not in addition to, the respective limits as identified in any applicable Declarations or Schedule Limit of Insurance for Ammonia Contamination Limitation; "Fungus", Wet Rot, Dry Rot and Bacteria Limited Coverage; Hazardous Substance Limitation; or Water Damage Limitation.

E. EXTENDED WARRANTY, MAINTENANCE CONTRACT OR SERVICE CONTRACT

The following is added to paragraph **E. BOILER AND MACHINERY CONDITIONS 1. Loss Conditions j. Valuation** of **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**:

If:

- (a) Any damaged Covered Property, that is intended for your use, is protected by an **extended warranty, or maintenance or service contract**; and
- (b) That warranty or contract becomes void or unusable due to an "accident";

we will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts.

F. NEW GENERATION VALUATION

1. The following is added to paragraph **E. BOILER AND MACHINERY CONDITIONS 1. Loss Conditions j. Valuation** of **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**:

If an "object" is valued at replacement cost, cannot be repaired and requires replacement you may choose to apply the following provision.

New Generation Coverage – You may replace the damaged "object" with a newer generation "object" of the same capacity which improves the environment, increases efficiency or enhances safety. We will pay up to an additional 25% of the covered direct damage amount for the "object". This additional amount is included in, not in addition to, the applicable Direct Damage Limit of Insurance.

2. Subpart (b) of paragraph **E. BOILER AND MACHINERY CONDITIONS 1. Loss Condi-**

tions j. **Valuation (3)** is replaced with the following:

- (b) Except for **New Generation Coverage**, for any extra cost incurred because you decide to repair or replace the damaged property with property of a better kind or quality or of larger capacity.

G. NEWLY ACQUIRED LOCATIONS

Paragraph **A. COVERAGE, 5. Coverage Extensions, b. Automatic Coverage for a Newly Acquired Location** of the **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**, is deleted and replaced with the following:

b. Automatic Coverage for a Newly Acquired Location

We will automatically cover an "accident" to any "object" at a newly acquired location. This automatic coverage begins at the time you acquire the property and is subject to the following conditions:

- (1) You must promptly inform us in writing of the newly acquired location.
- (2) You agree to pay an additional premium as determined by us for the newly acquired location from the date you acquire such location.
- (3) The coverage for a newly acquired location will be subject to the same terms, conditions, exclusions and limitations as other insured locations until endorsed onto the Coverage Part.
- (4) The coverage under this Coverage Extension will end when any of the following first occurs:
 - (a) This Policy expires;
 - (b) The number of consecutive days shown in the Schedule above for this coverage is exceeded; or
 - (c) The location is reported to us and we have communicated to you in writing our intent to continue coverage (including coverage with different limits, deductibles, terms or conditions) or decline further coverage for such reported location.
- (5) If the coverages and deductibles vary for existing locations, then the coverage for the newly acquired location will be the broadest coverage, highest limits and highest deductibles applicable to the existing covered locations. However, the

most we will pay for all loss or damage as provided under this Coverage Extension is the Limit of Insurance shown in the Schedule above. This limit is a part of, not in addition to, the "Total Limit per Accident".

ADDITIONAL DEFINITIONS

H. DEFINITIONS

1. The following are added to paragraph **F. Definitions** of **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**:

a. "Computer Equipment" means:

- (1) Your programmable electronic equipment that is used to store, retrieve and process data; 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 "Electronic Data" or "Media".

b. "Computer Program" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.

c. "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.

d. "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells.

2. The following is added to paragraph **A. of OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES)**, **BM 00 30**, or **OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES)**, **BM 00 31**:

A. "Object" means any:

4. Fiber optic cable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUSPENSION OF COINSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS INTERRUPTION – ACTUAL LOSS SUSTAINED COVERAGE ENDORSEMENT
COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS ENDORSEMENT
BUSINESS INTERRUPTION – GROSS EARNING COVERAGE

It is agreed that paragraph **D. CONDITIONS, 3.Coinsurance** is deleted.

INSURING COMPANY:

EFFECTIVE DATE: Same as Policy unless otherwise specified:

COVERED PREMISES:

The Coverage Provided By This Coverage Part Applies To All Locations Covered By This Policy Except Those Listed Below:

EXCEPTIONS:

The Limits of Insurance for Property Damage and the Coverage Extensions and Limitations are part of, not in addition to, the Total Limit per Breakdown.

If INCLUDED is shown under Limit of Insurance for Property Damage or a Coverage Extension or Limitation, then the limit for such coverage is part of, not in addition to, the other Limit of Insurance identified.

The Coverage Extensions listed below apply only if a limit or other coverage indicator is shown under the Limit of Insurance for that Coverage Extension.

The Coverage Limitations listed below always apply.

COVERAGE and LIMIT OF INSURANCE

Total Limit per Breakdown:

1. Property Damage (PD):

2. Coverage Extensions and Limitations:
 - a. Business Income Coverage Extension (BI):

Business Income "Period of Restoration" extension:
Days
 - b. Extra Expense Coverage Extension (EE):

Extra Expense "Period of Restoration" extension:
Days
 - c. Spoilage Damage Coverage Extension (SD):

Utility Interruption – Spoilage coverage applies only if the interruption lasts at least (waiting period):
Hours
 - d. Utility Interruption – Time Element Coverage Extension (UI-TE):

Utility Interruption – Time Element coverage applies only if the interruption lasts at least (waiting period):
Hours
 - e. Civil Authority Coverage Extension:

COVERAGE and LIMIT OF INSURANCE - Continued

f. "Dependent Property" Coverage Extension:

"Dependent Property" Locations:

g. "Electronic Data" or "Media" Coverage Extension:

h. Error in Description Coverage Extension:

i. Expediting Expense Coverage Extension:

j. "Fungus", Wet Rot and Dry Rot Coverage Extension:

(1) Property Damage:

(2) Business Income or Extra Expense:

k. Hazardous Substance Limitation:

l. Newly Acquired Locations Coverage Extension:

Number of Days of coverage:

Days

m. Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension:

n. Refrigerant Contamination Limitation:

o. Water Damage Limitation:

CONDITIONAL and OPTIONAL COVERAGES

Number of Days for Notice of Cancellation:

Days

Except: 10 days for non-payment of Premium

Business Income Coinsurance:

COVERAGE and DEDUCTIBLE AMOUNT

Combined Deductible:

Property Damage (PD):

Business Income (BI):

Extra Expense (EE):

Spoilage Damage (SD):

Utility Interruption-Time Element (UI-TE):

Dependent Properties:

Refrigerant Contamination:

Other:

NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART
ARE ATTACHED AS A SEPARATE LISTING



One Tower Square, Hartford, Connecticut 06183

BOILER & MACHINERY

POLICY NUMBER:

ISSUE DATE: - -

EQUIPMENT BREAKDOWN / BOILER AND MACHINERY MORTGAGEE SCHEDULE

Loc. No.	Bldg. No.	Mortgagee Name and Address
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EnergyMax 21

EQUIPMENT BREAKDOWN PROTECTION

Various provisions in this Coverage Part restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations or as endorsed hereunder. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F – Definitions.

A. Coverage

1. Property Damage (PD)

We will pay for direct damage caused by a "Covered Cause of Loss" to "Covered Property" located at the Covered Premises shown in the Declarations or elsewhere in this Coverage Part.

"Covered Cause of Loss" is a "Breakdown" to "Covered Equipment" unless the loss is excluded elsewhere in this Coverage Part.

2. Coverage Extensions and Limitations

Coverage provided under paragraph **A.1.** may be modified by the following Coverage Extensions. Coverage Extensions apply only if a limit or other coverage indicator is shown under the Limit of Insurance for that Coverage Extension in the Declarations or elsewhere in this Coverage Part.

Coverage provided under paragraph **A.1.** is also modified by the following Coverage Limitations.

The Coverage Extensions and Limitations apply only to that portion of the loss or damage that is a direct result of a "Covered Cause of Loss". The "Breakdown" must occur during the Policy period, but expiration of the Policy does not limit our liability under these Coverage Extensions and Limitations.

The most we will pay under each of the Coverage Extensions or Limitations is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for such Coverage Extension or Limitation.

The Limits of Insurance for these Coverage Extensions and Limitations are part of, not in addition to, the Total Limit per Breakdown.

a. Business Income Coverage Extension (BI)

(1) We will pay:

(a) Your actual loss of "Business Income" from a total or partial interruption of business during the "Period of Restoration"; and

(b) The additional necessary expenses you incur during the "Period of Restoration", over and above the expenses that you normally would have incurred, to reduce or avert the amount of loss under this Coverage Extension. We will pay for such expenses only to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Extension.

(2) The "Covered Equipment" must either be:

(a) "Covered Property": or

(b) Property of others that is:

(i) Located on or within 1000 feet of a Covered Premises insured under this Coverage Part; and

(ii) Used to supply air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment to the Covered Premises.

(3) We will take into consideration:

(a) The experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown"; and

EQUIPMENT BREAKDOWN

- (b) Any amount recovered under physical damage coverages based on selling price valuation;

in the adjustment of any loss.

b. Extra Expense Coverage Extension (EE)

- (1) We will pay your "Extra Expense".
- (2) The "Covered Equipment" must either be:
 - (a) "Covered Property"; or
 - (b) Property of others that is:
 - (i) Located on or within 1000 feet of a Covered Premises insured under this Coverage Part; and
 - (ii) Used to supply air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment to the Covered Premises.
- (3) We will take into consideration the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown" in the adjustment of any loss.

c. Spoilage Damage Coverage Extension (SD)

We will pay for:

- (1) Spoilage damage to "Perishable Goods".
- (2) Utility Interruption – Spoilage
Spoilage damage to "Perishable Goods" that is caused by or results from an interruption in utility services that is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by a private or public utility, landlord or other supplier with whom you have a contract to provide you with any of the following services: air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment.
The interruption of such utility service to your Covered Premises must last at least the consecutive period of

time shown in the Declarations or elsewhere in this Coverage Part for Utility Interruption – Spoilage. Once this waiting period is met, coverage will commence at the initial time of the interruption and will then be subject to the applicable deductible.

- (3) Any necessary expenses you incur to reduce or avert the amount of loss under this Coverage Extension. We will pay such expenses to the extent they do not exceed the amount of loss that otherwise would have been payable under this Coverage Extension.

d. Utility Interruption – Time Element Coverage Extension (UI-TE)

If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the interruption of utility services provided all of the following conditions are met:

- (1) The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by a private or public utility, landlord or other supplier with whom you have a contract to provide you with utility services;
- (2) The "Covered Equipment" is located more than 1000 feet from the affected Covered Premises insured under this Coverage Part;
- (3) The "Covered Equipment" is used to supply air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment to the Covered Premises; and
- (4) The interruption of utility service to your Covered Premises lasts at least the consecutive period of time shown in the Declarations or elsewhere in this Coverage Part for Utility Interruption-Time Element. Once this waiting period is met, coverage will commence at the initial time of the interruption and will then be subject to the applicable deductible.

e. Civil Authority Coverage Extension

- (1) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the action of civil authority that prohibits access to the Covered Premises. The action of civil authority must be due to direct physical loss or damage caused by a "Covered Cause of Loss" at locations, other than the Covered Premises, that are within 100 miles of the Covered Premises.
- (2) Coverage provided under e.(1) above will commence 24 hours after the time of the civil authority action and will continue for a period up to 3 consecutive weeks.

f. "Dependent Property" Coverage Extension

If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the necessary partial or total interruption of your business during the "Period of Restoration for Dependent Property". The interruption must be caused by direct physical loss of or damage to "Dependent Property", shown in the Declarations or elsewhere in this Coverage Part, caused by or resulting from a "Covered Cause of Loss".

However, coverage under this Coverage Extension does not apply when the only loss to "Dependent Property" is loss or damage to "Electronic Data", including destruction or corruption of "Electronic Data". If the "Dependent Property" sustains loss or damage to "Electronic Data" and other property, coverage under this Coverage Extension will end once the other property is repaired, rebuilt or replaced.

g. "Electronic Data" Or "Media" Coverage Extension

- (1) If "Media" is damaged or "Electronic Data" is lost or corrupted as a direct result of a "Covered Cause of Loss" and such "Media" or "Electronic Data"

is located at a Covered Premises, we will pay the actual cost to:

- (a) Research, replace, recreate or restore the damaged "Media" or lost or corrupted "Electronic Data"; and
- (b) Reprogram instructions used in any covered "Computer Equipment".
- (2) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the actual loss incurred during the time necessary to:
- (a) Research, replace, recreate or restore the damaged "Media" or lost or corrupted "Electronic Data"; and
- (b) Reprogram instructions used in any covered "Computer Equipment".
- (3) There shall be no coverage for any loss or expense incurred due to damaged "Media" or lost or corrupted "Electronic Data" if the "Electronic Data" or "Media" cannot be replaced, recreated or restored. To the extent that "Electronic Data" is not replaced, recreated 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.

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

h. Error in Description Coverage Extension

We will pay for your loss covered by this Coverage Part if such loss is otherwise not payable solely because of any unintentional error or omission in the description of a location as insured under this Coverage Part.

EQUIPMENT BREAKDOWN

You agree to give us prompt notice of any correction or addition to the description of a location insured under this Coverage Part.

i. Expediting Expense Coverage Extension

With respect to direct damage to "Covered Property" we will pay the reasonable extra cost you necessarily incur to:

- (1)** Make temporary repairs to; or
- (2)** Expedite the permanent repairs or replacement of;

the damaged property.

The deductible for coverage under this Coverage Extension is INCLUDED within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part

j. "Fungus", Wet Rot And Dry Rot Coverage Extension

(1) Property Damage

(a) We will pay for loss or damage by "Fungus", wet or dry rot only when the "Fungus", wet or dry rot is the direct result of a "Covered Cause of Loss" that occurs during the Policy period. As used in this Coverage Extension, the term loss or damage means direct physical loss or damage to "Covered Property" caused by "Fungus", wet or dry rot including the cost:

- (i)** To treat, contain or remove the "Fungus", wet or dry rot;
- (ii)** To dispose of the "Fungus", wet or dry rot;
- (iii)** To tear out and replace any "Covered Property" as needed to gain access to the "Fungus", wet or dry rot; and
- (iv)** Of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "Fungus", wet or dry rot is present.

(b) Limit

(i) The most we will pay for coverage provided under **j.(1)(a)** of this Coverage Extension is \$15,000 per Covered Premise per 12-month period starting with the effective date of this Coverage Part, or the amount shown in the Declarations or elsewhere in this Coverage Part as the Limit of Insurance for "Fungus", Wet Rot and Dry Rot Coverage Extension, (1) Property Damage, whichever is greater. With respect to any "One Breakdown" which results in "Fungus", wet or dry rot, we will not pay more than such limit even if the "Fungus", wet or dry rot continues to be present or active or recurs in a later policy period.

(ii) If "Fungus", wet or dry rot results from damage by water as otherwise covered under this Coverage Part, the limit in **j.(1)(b)(i)** is part of, not in addition to, the Water Damage Limitation Limit of Insurance.

(iii) If "Fungus", wet or dry rot results from a "Covered Cause of Loss" other than water, the limit in **j.(1)(b)(i)** is part of, not in addition to, the Property Damage Limit of Insurance.

(2) Business Income or Extra Expense

(a) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the additional loss caused by the presence of "Fungus", wet or dry rot as identified in paragraph **j.(1)(a)** above.

(b) Coverage identified in **j.(2)(a)** above is limited to 30 days, or the number of days shown in the Declarations or elsewhere in this Coverage Part as the Limit of Insurance for "Fungus", Wet Rot

and Dry Rot Coverage Extension, (2) Business Income or Extra Expense, whichever is greater. The number of indicated days need not be consecutive. This limit is part of, not in addition to, the applicable Limits of Insurance for the Business Income Coverage Extension and Extra Expense Coverage Extension.

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

k. Hazardous Substance Limitation

The following applies despite the operation of the Ordinance or Law Exclusion:

- (1) If "Covered Property" is damaged, contaminated or polluted by a "Hazardous Substance" as a direct result of a "Covered Cause of Loss", we will pay for physical damage caused by the "Hazardous Substance", including any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property.
- (2) As used here, additional expenses means the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.
- (3) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover any loss caused by a "Hazardous Substance" as identified in **k.(1)** above.
- (4) The most we will pay for all loss or damage described under this Coverage Limitation is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Hazardous Substance Limitation.

The deductible for coverage under this Limitation is INCLUDED within the applicable Property Damage Deductible, Busi-

ness Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

I. Newly Acquired Locations Coverage Extension

We will provide coverage at newly acquired locations you have purchased or leased. This coverage begins at the time you acquire the property and is subject to the following conditions:

- (1) You must promptly inform us in writing of the newly acquired location(s);
- (2) You agree to pay an additional premium as determined by us for the newly acquired location(s) from the date you acquire such location(s);
- (3) The coverage for these locations will be subject to the same terms, conditions, exclusions and limitations as other Covered Premises until endorsed onto the Coverage Part;
- (4) The coverage under this Coverage Extension will end when any of the following first occurs:
 - (a) This Policy expires;
 - (b) The number of days shown in the Declarations or elsewhere in this Coverage Part for Newly Acquired Locations is exceeded; or
 - (c) The location is reported to us and we have communicated to you in writing our intent to continue coverage (including coverage with different limits, deductibles, terms or conditions) or decline further coverage for such reported location.
- (5) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired locations will be the broadest coverage, highest limits and highest deductibles applicable to the existing Covered Premises. However, the most we will pay for all loss or damage as provided under this Coverage Extension is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Newly Acquired Locations Coverage Extension.

EQUIPMENT BREAKDOWN

m. Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension

(1) The following applies despite the Ordinance or Law Exclusion.

(2) With respect to a building or structure that is "Covered Property" and that was damaged as a result of a "Covered Cause of Loss", we will pay for:

(a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of undamaged parts of the same building or structure;

(b) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of such undamaged property; and

(c) The increased cost actually and necessarily expended to:

(i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and

(ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

i The same Covered Premises or at another location, if you so elect. However, if you rebuild at another location, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same Covered Premises; or

ii Another location if the relocation is required by the ordinance, law, rule, regulation or ruling. The most we will pay is the increased cost of construction at the new location.

(d) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss incurred as a direct consequence of coverage provided in **m.(2)(a)-(c)** above. With regard to loss covered under this paragraph, the "Period of Restoration" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction and to meet the minimum requirement for the enforcement of any ordinance, law, rule, regulation or ruling in effect at the time of the "Breakdown";

provided these increases in loss are necessitated by the enforcement of any ordinance, law, rule, regulation or ruling that is in force at the time of the "Breakdown", which regulates the demolition, construction, repair or use of the building or structure.

(3) We will not pay for:

(a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;

(b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;

(c) Loss due to any ordinance, law, rule, regulation or ruling that:

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

(ii) You failed to comply with;

- (d) Increase in loss excess of the amount required to meet the minimum requirement of an ordinance, law, rule, regulation or ruling enforcement at the time of the "Breakdown";
 - (e) Increase in loss resulting from a "Hazardous Substance";
 - (f) Loss or expense sustained due to the enforcement of any ordinance, law, rule, regulation or ruling which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "Fungus", wet or dry rot; or
 - (g) Costs associated with the enforcement of any ordinance, law, rule, regulation or ruling 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 "Fungus", wet or dry rot.
- (4) If:
- (a) The building or structure is damaged by a "Covered Cause of Loss" that is covered by this Coverage Part;
 - (b) There is other physical damage that is not covered by this Coverage Part; and
 - (c) The building damage in its entirety results in enforcement of ordinance, law, rule, regulation or ruling;

then we will not pay the full amount of the loss under this Coverage Extension. Instead, we will pay only that proportion of such loss that the damage by the "Covered Cause of Loss" bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Coverage Part and such damage is the subject of the ordinance, law, rule, regulation or ruling, then there is no Ordinance or

Law coverage under this Coverage Part even if the building has also sustained damage by a "Covered Cause of Loss".

- (5) The most we will pay under this Coverage Extension for the sum of all covered expenses, including loss covered under any applicable Business Income or Extra Expense coverage, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Ordinance or Law (including Demolition and Increased Cost of Construction).

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

n. Refrigerant Contamination Limitation

If "Covered Property" is contaminated by a refrigerant, including ammonia, as a direct result of a "Covered Cause of Loss", the most we will pay for physical damage caused by such refrigerant contamination, including salvage expense and any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Refrigerant Contamination.

o. Water Damage Limitation

If "Covered Property" is damaged by water as a direct result of a "Covered Cause of Loss", the most we will pay for such physical damage, including salvage expense, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Water Damage.

The deductible for coverage under this Limitation is INCLUDED within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

B. Exclusions

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any

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other cause or event that contributes concurrently or in any sequence to the loss.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Earth Movement

Earth movement including: earthquake; landslide; land subsidence; mine subsidence; sinkhole collapse; volcanic action; or other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.

2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

3. War or Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Water

- a. Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudflow or mudslides; or
- c. Backup of sewers, drains, or drainage piping;

all whether naturally occurring or due to man-made or other artificial causes.

5. Discharge or leakage of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of a "Covered Cause of Loss". The most we will pay for such water damage is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Water Damage Limitation.

6. **Delay, interruption of business, loss of use or loss of market** except as provided in

Business Income, Extra Expense or Utility Interruption-Time Element coverage.

7. **Depletion, deterioration, corrosion, erosion, decay, wear and tear or rust.** However, if a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded.

8. An explosion

However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of a kind specified below, and which is not otherwise excluded elsewhere in this Coverage Part:

- a. Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or
- b. Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.

9. **Explosion** within the furnace of a chemical recovery type boiler or within the gas passages from the furnace to the atmosphere.

10. **Fire or combustion explosion** including those that:

- a. Result in a "Covered Cause of Loss";
- b. Occur at the same time as a "Covered Cause of Loss"; or
- c. Ensurue from a "Covered Cause of Loss".

11. "Fungus", Wet Rot and Dry Rot

Presence, growth, proliferation, spread or activity of "Fungus", wet or dry rot, except as provided under **A.2.j.** "Fungus", Wet Rot And Dry Rot Coverage Extension. However, if a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded.

12. **"Hacking Event"**. However, if a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded.

13. Any indirect loss, including damage due to spoilage, following a "Covered Cause of Loss" that results from the **lack or excess of power, light, heat, steam or refrigeration** except as provided by the Business Income Coverage Extension, Extra Expense Coverage Extension, Utility Interruption-Time Element Coverage Extension or Spoilage Damage Coverage Extension.

14. Neglect by you to use all reasonable means to save and preserve "Covered Property" from further damage at and after the time of loss.

15. Ordinance or Law

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of "Covered Property", except as provided under **A.2.m.** Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension.

However the words 'use' and 'operation' shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on any Covered Premises shown in the Declarations or elsewhere in this Coverage Part, when continued operation is contingent on the presence of such electrical supply and emergency generating equipment as mandated by any government agency.

16. A "Breakdown" that is caused directly or indirectly by **Hail or Windstorm**.

17. Specified Perils

A "Breakdown" that is the direct or indirect result of the following causes of loss, if such cause of loss is covered by another Coverage Part or policy of insurance or self-insurance risk retention plan in force at the time of the loss, regardless of deductible, whether you can collect on it or not. Also excluded are all resulting direct and indirect loss.

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;
- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;
- k. Vehicles, including any material carried in or on the vehicles; or
- l. Weight of snow, ice, sleet.

18. Any "Breakdown" to "Covered Equipment" that takes place while the "Covered Equipment" is undergoing a test which subjects the "Covered Equipment" to greater than maximum allowable operating conditions as identified by the manufacturer of the "Covered Equipment".

19. Any **virus, bacterium or other microorganism** that induces, or is capable of inducing, physical distress, illness or disease. However:

- a. If a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded; and
- b. This exclusion does not apply to loss or damage caused by or resulting from "Fungus", wet rot or dry rot. Such loss or damage is addressed in Exclusion **B.11**.

20. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.

21. With respect to the Business Income Coverage Extension, Extra Expense Coverage Extension, and Utility Interruption – Time Element Coverage Extension, the following additional exclusions shall apply:

- a. The business that would not or could not have been carried on if the "Covered Cause of Loss" had not occurred;
- b. Your failure to use due diligence and dispatch to operate your business as nearly normal as practicable at the Covered Premises shown in the Declarations or elsewhere in this Coverage Part; or
- c. The suspension, lapse or cancellation of a contract following a "Covered Cause of Loss" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or canceled.

22. With respect to Utility Interruption-Spoilage coverage [A.2.c(2)] and the Utility Interruption-Time Element Coverage Extension:

Specified Perils, any loss resulting from the following causes of loss:

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;

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- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;
- k. Vehicles, including any material carried in or on the vehicles;
- l. Weight of snow, ice, sleet;
- m. Acts of Sabotage; or
- n. Deliberate act(s) of load shedding by the supplying or distributing utility, landlord or other supplier.

23. **Any other indirect result** of a "Covered Cause of Loss" except as provided under any Coverage Extension.

C. Limits of Insurance

1. The most we will pay for loss or damage under any and all Coverage and Coverage Extensions and Limitations from any "One Breakdown" is the applicable Total Limit per Breakdown Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.
2. For each Coverage and Coverage Extension and Limitation in paragraph A., if:
 - a. INCLUDED is shown in the Declarations or elsewhere in this Coverage Part under Limit of Insurance, then the limit for such coverage is part of, not in addition to, the other Limit of Insurance identified.
 - b. A Limit of Insurance is shown in the Declarations or elsewhere in this Coverage Part, we will not pay more than the applicable Limit of Insurance.
3. Any payment made will not be increased if more than one Insured is shown in this Coverage Part.

D. Deductibles

1. Application of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Declarations or elsewhere in this Coverage Part for each applicable coverage. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

Deductibles apply separately for each applicable coverage except if:

- a. A Combined Deductible is shown in the Declarations or elsewhere in this Coverage Part, then we will first subtract the combined deductible amount from the aggregate amount of all loss; or
- b. More than one "Covered Equipment" is involved in "One Breakdown", then only one deductible, the highest, shall apply for each of the applicable coverages; or
- c. INCLUDED is shown in the Declarations or elsewhere in this Coverage Part, then the deductible for that Coverage or Coverage Extension or Limitation is part of the other deductible identified, and we will subtract the deductible from the aggregate amount of loss under any Coverage and Coverage Extensions and Limitations subject to such deductible.

2. Determination of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the Declarations or elsewhere in this Coverage Part, we will first subtract the dollar amount from any loss we would otherwise pay.

b. Multiple per Unit Deductible

If a multiple of units is shown in the Declarations or elsewhere in this Coverage Part, the deductible will be calculated as the product of the multiplier times the number of units specified. (For example: if the deductible is specified as \$25/hp for air conditioning units, and a covered 500 hp air conditioning unit suffered a "Covered Cause of Loss", the deductible would be \$25 times 500 hp which equals \$12,500.)

c. Time Deductible

If a time deductible is shown in the Declarations or elsewhere in this Coverage Part, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following a "Breakdown". If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

d. Multiple of Average Daily Value (ADV) Deductible

If a multiple of average daily value is shown in the Declarations or elsewhere in this Coverage Part, this deductible will be calculated as follows:

- (1) For the entire Covered Premises where the loss occurred, determine the total amount of "Business Income" that would have been earned during the "Period of Restoration" had no "Covered Cause of Loss" taken place.
- (2) Divide the result in paragraph d.(1) by the number of days the business would have been open during the "Period of Restoration". The result is the average daily value (ADV).
- (3) Multiply the ADV by the multiple of average daily value shown in the Declarations or elsewhere in this Coverage Part.

e. Percentage of Loss Deductible

If a deductible is expressed as a percentage of loss in the Declarations or elsewhere in this Coverage Part, we will not be liable for the indicated percentage of the gross amount of loss or damage (prior to the applicable deductible or coinsurance) payable under the applicable coverage.

f. Minimum Or Maximum Deductible

(1) If:

- (a) A minimum dollar amount deductible is shown in the Declarations or elsewhere in this Coverage Part; and
- (b) The dollar amount of the Multiple per Unit, Multiple of Average Daily Value or Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the Declarations or elsewhere in this Coverage Part will be the applicable deductible.

(2) If:

- (a) A maximum dollar amount deductible is shown in the Declarations or elsewhere in this Coverage Part; and

- (b) The dollar amount of the Multiple per Unit, Multiple of Average Daily Value or Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the Declarations or elsewhere in this Coverage Part will be the applicable deductible.

E. Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Loss Conditions**a. Abandonment**

There can be no abandonment of any property to us.

b. Appraisal

If you and we disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that a judge of a court having jurisdiction make the selection. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

c. Defense

If there is damage to property of another in your care, custody or control for which you are legally liable, we have the right, but are not obligated, to defend you against any suit alleging liability for that property. When we do this, it will be at our expense.

d. Duties in the Event of Loss or Damage

- (1) You must see that the following are done in the event of loss or damage to "Covered Property":

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- (a) Give us a prompt notice of the loss or damage. Include a description of the property involved;
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred;
 - (c) Allow us reasonable time and opportunity to examine the property and Covered Premises before repairs are undertaken or physical evidence of the "Covered Cause of Loss" is removed. But you must take whatever measures are necessary to protect the property and Covered Premises from further damage;
 - (d) Preserve all repaired or replaced "Covered Property" for our inspection, unless we authorize otherwise;
 - (e) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records;
 - (f) Permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records;
 - (g) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms;
 - (h) Cooperate with us in the investigation or settlement of the claim;
 - (i) Promptly send us any legal papers or notices received concerning the loss or damage; and
 - (j) Make no statement that will assume any obligation or admit any liability, for any loss or damage for which we may be liable, without our consent.
- (2) We may examine any Insured under oath, while not in the presence of any other Insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an Insured's books and records. In the event of an examination, an Insured's answers must be signed.
- e. Insurance Under Two or More Coverages**
- If two or more of this Coverage Part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- f. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Part unless:
- (1) There has been full compliance with all the terms of this Coverage Part; and
 - (2) The action is brought within 2 years after the date of the "Breakdown"; or
 - (3) We agree in writing that you have an obligation to pay for damage to "Covered Property" of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this Coverage Part to bring us into any action to determine your liability.
- g. Other Insurance**
- (1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the limit(s) of insurance of all insurance covering on the same basis.
 - (2) If there is other insurance covering the same loss or damage, other than that described in paragraph **g.(1)**, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insur-

ance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance under this Coverage Part.

h. Privilege to Adjust with Owner

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

i. Reducing Your Loss

As soon as possible after a "Covered Cause of Loss" you must:

- (1) Resume business, partially or completely;
- (2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and
- (3) Make use of every reasonable means to reduce or avert loss including:
 - (a) Working extra time or overtime at the Covered Premises or at another location you own or acquire to carry on the same operations;
 - (b) Utilizing the property or services of other concerns;
 - (c) Using merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; and
 - (d) Salvaging the damaged "Covered Property".

j. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after the loss to impair them.

However, you may waive your rights against another party in writing:

- (1) Prior to a loss to your "Covered Property" or covered income; or
- (2) After a loss to your "Covered Property" or covered income only if, at the time of loss, that party is one of the following:
 - (a) Someone insured by this Coverage Part;
 - (b) A business firm:
 - (i) Owned or controlled by you; or
 - (ii) That owns or controls you; or
 - (c) Your tenant.

This will not restrict your insurance.

k. Loss Payment

- (1) In the event of loss or damage covered by this Coverage Part, at our option, we will either:
 - (a) Pay the value of lost or damaged property;
 - (b) Pay the cost of repairing or replacing the lost or damaged property;
 - (c) Take all or any part of the property at an agreed or appraised value; or
 - (d) Repair, rebuild or replace the property with other property of like kind and quality.
- (2) We will give notice of our intentions within 30 days after we receive the proof of loss.
- (3) We will not pay more than your financial interest in the "Covered Property".
- (4) We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:
 - (a) You have complied with all of the terms of the Coverage Part; and
 - (b) We have reached agreement with you on the amount of loss or an appraisal award has been made and we have not denied the claim.

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I. Valuation

We will determine the value of "Covered Property" in the event of loss or damage as follows:

- (1) At replacement cost as of the time of loss or damage, except as provided in (2), (4), (5), (6), (7), (9) and (10) below. However we will not pay more for loss or damage on a replacement cost basis than the least of the following:
 - (a) The Limit of Insurance applicable to the damaged "Covered Property";
 - (b) The cost to repair the damaged "Covered Property";
 - (c) The cost to replace the damaged "Covered Property" with other property of comparable material and quality intended to be used for the same purpose; or
 - (d) The amount actually spent that is necessary to repair or replace the damaged "Covered Property".

But we will not pay for damaged "Covered Property" that is obsolete or useless to you.

- (2) If "Covered Equipment" is valued at replacement cost, cannot be repaired and requires replacement you may choose to apply the following provision.

New Generation Coverage – You may replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity which improves the environment, increases efficiency or enhances safety. We will pay up to an additional 25% of the covered property damage amount for the "Covered Equipment". This additional amount is included in, not in addition to, the applicable Property Damage Limit of Insurance.

- (3) Except for New Generation Coverage, you must pay the extra cost of replacing damaged "Covered Property" with property of a better kind or quality or of a larger capacity.

- (4) If:

- (a) Any damaged "Covered Property", that is intended for your use, is protected by an **extended warranty, or maintenance or service contract**; and

- (b) That warranty or contract becomes void or unusable due to a "Covered Cause of Loss";

we will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts.

- (5) Unless we agree otherwise in writing, if you do not repair or replace the damaged "Covered Property" within 24 months following the date of the "Breakdown", then we will pay only the smaller of the:

- (a) Cost it would have taken to repair the "Covered Property";

- (b) Cost it would have taken to replace the "Covered Property"; or

- (c) Actual cash value at the time of the "Breakdown".

- (6) If all of the following conditions are met, **"Covered Property" (including finished goods) held by you for sale** except as identified in I.(7) below, will be valued at the selling price as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had:

- (a) The selling price of the "Covered Property" is more than the replacement cost of the "Covered Property"; and

- (b) You are unable to replace the "Covered Property" before its anticipated sale.

- (7) We will determine the value of "Covered Property" that is being processed as follows:

- (a) For raw materials, the replacement cost; and

- (b) For goods in process, the replacement cost of the raw materials, the labor extended and the

proper proportion of overhead charges.

- (8)** Any **salvage value** of property obtained for temporary repairs or use following a "Covered Cause of Loss" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

(9) Pairs, Sets or Parts

- (a) Pairs or Sets.** In case of loss caused by a "Covered Cause of Loss" to any part of a pair or set we may:

- (i)** Repair or replace any part to restore the pair or set to its value before the "Breakdown"; or
- (ii)** Pay the difference between the value of the pair or set before and after the "Breakdown".

- (b) Parts.** In case of loss caused by a "Covered Cause of Loss" to any part of "Covered Property" consisting of several parts when complete, we will only pay for the value, as determined elsewhere in this Condition, of the lost or damaged part.

(10) Brands and Labels

- (a)** If branded or labeled merchandise that is "Covered Property" is damaged by a "Covered Cause of Loss", we may take all or any part of the property at an agreed or appraised value. If we take such property, you may:

- (i)** Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- (ii)** Remove the brands or labels if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with any law.

- (b)** We will pay the reasonable cost you incur to perform the activities

described in paragraphs **(a)(i)** and **(a)(ii)** above.

However, if costs identified in paragraphs **(10)(a)(i)** and **(10)(a)(ii)** above are incurred as a result of damage as covered under the "Fungus", Wet Rot and Dry Rot Coverage Extension, Hazardous Substance Limitation, Refrigerant Contamination Limitation or Water Damage Limitation, such costs will be a part of, not in addition to, the respective limits shown in the Declarations or elsewhere in this Coverage Part for the "Fungus", Wet Rot and Dry Rot Coverage Extension, Hazardous Substance Limitation, Refrigerant Contamination Limitation and Water Damage Limitation.

- m.** The following conditions apply to the Business Income Coverage Extension only.

(1) Business Income Report of Values

You must report to us each year the "Business Income Estimated Annual Value" for each Covered Premises to which the Business Income Coverage Extension applies.

(2) Business Income Coinsurance

Unless Business Income Coinsurance is shown as Suspended in the Declarations or elsewhere in this Coverage Part, the Business Income loss is subject to a Coinsurance Percentage.

- (a)** If "Business Income Estimated Annual Values" have been reported for each Covered Premises affected by the "Covered Cause of Loss", then the Coinsurance Percentage will be calculated as follows:

- (i)** For all Covered Premises affected by the "Covered Cause of Loss" divide the "Business Income Estimated Annual Value(s)" last reported to us by the "Business Income Actual Annual Value(s)" at the time of the "Breakdown" to determine the Coinsurance Percentage.

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The Coinsurance Percentage is subject to a maximum of 100%;

- (ii) Multiply the amount of the Business Income loss by the Coinsurance Percentage determined in paragraph **m.(2)(a)(i)** above;
 - (iii) Subtract the applicable deductible from the amount determined in paragraph **m.(2)(a)(ii)** above;
 - (iv) We will pay the amount determined in **m.(2)(a)(iii)** above or the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for the Business Income Coverage Extension, whichever is less.
- (b) If "Business Income Estimated Annual Values" have not been reported for each Covered Premises affected by the "Covered Cause of Loss", then the Coinsurance Percentage will be calculated as follows:
- (i) Divide the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for the Business Income Coverage Extension by the "Business Income Actual Annual Value(s)" at the time of the "Breakdown" for all Covered Premises to determine the Coinsurance Percentage. The Coinsurance Percentage is subject to a maximum of 100%;
 - (ii) Multiply the amount of the Business Income loss by the Coinsurance Percentage determined in paragraph **m.(2)(b)(i)** above;
 - (iii) Subtract the applicable deductible from the amount determined in paragraph **m.(2)(b)(ii)** above;
 - (iv) We will pay the amount determined in **m.(2)(b)(iii)**

above or the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Business Income Coverage Extension, whichever is less.

2. General Conditions

a. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of any obligation under this Coverage Part.

b. Cancellation

As respects this Coverage Part, part 2. of the **CANCELLATION** Condition of the Common Policy Conditions is replaced by the following:

We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) The number of days shown in the Declarations or elsewhere in this Coverage Part for Notice of Cancellation before the effective date of cancellation if we cancel for any other reason.

c. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other Insured, at any time, concerning:

- (1) This Coverage Part;
- (2) The "Covered Property";
- (3) Your interest in the "Covered Property"; or
- (4) A claim under this Coverage Part.

d. Currency

All amounts used herein are expressed in the currency of the United States of America and any loss sustained under this Coverage Part shall be paid in the currency of the United States of America.

If, in the event of loss or damage, the amount of such loss or damage is computed in a foreign currency, the amount of such loss or damage will then be converted into the currency of the United States of America at the rate of exchange as specified in the Wall Street Journal as of the date the "Breakdown" occurred.

e. Jurisdictional Inspections

At your option, we will provide certificate-of-operation inspection services for boilers and other pressure vessels where:

- (1) You have notified us of equipment that is insured under this Coverage Part and that requires a certificate-of-operation;
- (2) The certificate-of-operation is required by state, city or provincial law; and
- (3) The state, city or provincial law permits inspections by insurance company employees.

Certificate-of-operation inspection services shall be provided only in the United States of America, Puerto Rico and Canada as allowed by state, city or provincial law.

f. Liberalization

If we adopt any standard form revision for general use that would broaden coverage under this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the Policy period.

g. No Benefit to Bailee

No person or organization, other than you, having custody of "Covered Property" will benefit from this insurance.

h. Policy Period, Coverage Territory

Under this Coverage Part:

- (1) We cover loss or damage commencing;
 - (a) During the Policy Period shown in the Declarations or elsewhere in this Coverage Part; and
 - (b) Within the Coverage Territory.
- (2) The Coverage Territory is:

- (a) The United States of America (including its territories and possessions);
- (b) Puerto Rico; and
- (c) Canada.

i. Reporting of Values

You shall report to us 100% of the total insurable values at each Covered Premises as of the inception date of this Coverage Part and every subsequent year as of the anniversary date. The values shall be reported separately for each of the coverages provided.

You agree to keep the applicable records for each policy year available for inspection by our representatives at all times during business hours, during the respective policy year, and for a period of twelve months after the end of the respective policy year or after cancellation of this Coverage Part.

j. Premium Adjustments

For policies with Policy Periods greater than 12 months, the premium will be calculated at each anniversary for the subsequent policy year on the basis of rates in effect at the anniversary date and for all values at risk as of that anniversary date.

k. Suspension

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance under this Coverage Part against loss from a "Breakdown" to that "Covered Equipment". This can be done by delivering or mailing a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment".

If we suspend your insurance, you will receive a pro rata refund of premium for such suspension. But the suspension will be effective even if we have not yet made or offered a refund.

3. Joint or Disputed Loss Agreement

- a.** This condition is intended to facilitate payment of insurance proceeds when:
 - (1)** Both a commercial property policy and this Coverage Part are in effect;
 - (2)** Damage occurs to "Covered Property" that is insured by the commercial property policy and this Coverage Part; and
 - (3)** There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies or coverage parts.
- b.** This condition does not apply if:
 - (1)** Both the commercial property insurer and we do not admit to any liability; and
 - (2)** Neither the commercial property insurer nor we contend that coverage applies under the other insurer's Coverage Part.
- c.** The provisions of this condition apply only if all of the following requirements are met:
 - (1)** The commercial property policy carried by the Named Insured, insuring the "Covered Property", contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition; and
 - (2)** The damage to the "Covered Property" was caused by a loss for which:
 - (a)** Both the commercial property insurer and we admit to some liability for payment under the respective policies; or
 - (b)** There is disagreement between the insurers with respect to:
 - i.** Whether the damage to the "Covered Property" was caused by a "Covered Cause of Loss" insured under this Coverage Part or by a covered cause of loss insured by the commercial property policy; or
 - ii.** The extent of participation of this Coverage Part and of such commercial property policy in a loss that is insured against, partially or wholly, by both this Coverage Part and such commercial property policy.
- d.** If the requirements listed in paragraph **c.** above are satisfied, the commercial property insurer and we will make payment per the following:
 - (1)** We will pay, after your written request, the entire amount of loss that we have agreed is covered, if any, by this Coverage Part and one-half (1/2) the amount of the loss that is in disagreement.
 - (2)** The commercial property insurer will pay, after your written request, the entire amount of loss that it has agreed is covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.
 - (3)** Payments by the insurers of the amounts that are in disagreement, as described in paragraphs **d.(1)** and **d.(2)**, do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
 - (4)** The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent Loss Agreement of the commercial property policy.
 - (5)** The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.
 - (6)** Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.

e. Arbitration

- (1) The payments by the commercial property insurer and us hereunder and acceptance of those sums by you signify the agreement between the commercial property insurer and us to proceed with arbitration within 90 days of such payment.
- (2) The arbitrators shall be three in number, one of whom shall be appointed by us and one of whom shall be appointed by the commercial property insurer and the third appointed by consent of the other two arbitrators.
- (3) The decision by the arbitrators shall be binding on the commercial property insurer and us and that judgment upon such award may be entered in any court of competent jurisdiction.
- (4) You agree to cooperate in connection with such arbitration but not to intervene therein.

4. Statutes or Regulations

If any term or condition of this Coverage Part conflicts with any requirement of applicable statutory or regulatory law, such term or condition is amended to conform to that law.

5. Mortgageholders

- a. The term – mortgageholder – includes trustee.
- b. We will pay for direct damage to "Covered Property" due to a "Covered Cause of Loss" to each mortgageholder shown in the Mortgagee Schedule forming a part of this Coverage Part in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the "Covered Property".
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership or material change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this Coverage Part, we will give written notice to the mortgageholder at least:
- (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we do not renew this Coverage Part, we will give written notice to the mortgageholder at least 10 days before the expiration date of this Coverage Part.
- h. If we suspend coverage, it will also be suspended as respects the mortgageholder. We will give written notice of the suspension to the mortgageholder.

F. Definitions

1. "Breakdown"

- a. "Breakdown" means the following direct physical loss that causes physical damage to "Covered Equipment" and necessitates its repair or replacement:

EQUIPMENT BREAKDOWN

- (1) Electrical failure including arcing;
- (2) Failure of pressure or vacuum equipment; or
- (3) Mechanical failure including rupture or bursting caused by centrifugal force;

unless such loss or damage is otherwise excluded within this Coverage Part or any Endorsement forming a part of this Coverage Part.

b. "Breakdown" does not mean or include:

- (1) Cracking of any part of an internal combustion gas turbine exposed to the products of combustion;
- (2) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts;
- (3) Damage to any vacuum tube, gas tube, or brush;
- (4) Defects, erasures, errors, limitations or viruses in "Computer Equipment", "Electronic Data", "Media" or programs, including the inability to recognize and process any date or time or provide instructions to "Covered Equipment". However, if a "Breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded;
- (5) Functioning of any safety or protective device;
- (6) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection; or
- (7) Malfunction including adjustment, alignment, calibration, cleaning or modification.

2. "Business Income" means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including "Ordinary Payroll".

3. "Business Income Actual Annual Value" means the "Business Income" values for the 12 months prior to the "Breakdown".

4. "Business Income Estimated Annual Value" means the "Business Income" as es-

timated in the most recent Business Income Report of Values we have on file.

5. "Computer Equipment" means:

- a. Your programmable electronic equipment that is used to store, retrieve and process data; and
- b. 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 "Electronic Data" or "Media".

6. "Computer Program" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.

7. "Covered Cause of Loss" – as defined in paragraph A.1.

8. "Covered Equipment"

a. "Covered Equipment" means any:

- (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;

For any boiler or fired vessel, the furnace of the "Covered Equipment" and the gas passages from there to the atmosphere will be considered as outside the "Covered Equipment";

- (2) Communication equipment and "Computer Equipment";
- (3) Fiber optic cable; or
- (4) Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.

b. "Covered Equipment" does not mean any:

- (1) Astronomical telescope, cyclotron used for other than medical purposes, nuclear reactor, particle accelerator used for other than medical purposes, satellites or spacecraft (including any "Covered Equipment" mounted on or used solely with any satellite or spacecraft);

- (2) Catalyst;

- (3) Dragline, power shovel, excavation or construction equipment including any "Covered Equipment" mounted on or used solely with any dragline, power shovel, excavation or construction equipment;
 - (4) Equipment or any part of equipment manufactured by you for sale;
 - (5) Felt, wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
 - (6) Insulating or refractory material;
 - (7) "Media";
 - (8) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or other appropriate and approved code;
 - (9) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
 - (10) Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
 - (11) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment" including penstock, draft tube or well casing; or
 - (12) Vehicle, aircraft, self-propelled equipment or floating vessel, including any "Covered Equipment" mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel.
- 9. "Covered Property"**
- a. "Covered Property" means any property that:
 - (1) You own; or
 - (2) Is in your care, custody or control and for which you are legally liable;

while located at the Covered Premises shown in the Declarations or elsewhere in this Coverage Part.
 - b. "Covered Property" does not mean:
 - (1) Live mammals, fish, birds, reptiles, amphibians or insects. It also does not mean eggs intended to become live mammals, fish, birds, reptiles, amphibians or insects; or
 - (2) "Electronic Data".
- 10. "Dependent Property"** means property operated by others whom you depend on to:
- a. Deliver materials or services to you or to others for your account (Supplying Locations). But any property which delivers any of the following services is not a Supplying Location with respect to such utility services: air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment.
 - b. Accept your products or services (Recipient Locations);
 - c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - d. Attract customers to your business (Leader Locations).
- 11. "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.
- 12. "Extra Expense"** means the additional cost you necessarily incur to operate your business during the "Period of Restoration" over and above the cost that you normally would have incurred to operate the business during the same period had no "Covered Cause of Loss" occurred.
- Any salvage value of property obtained for temporary use during the "Period of Restoration" which remains after the resumption of normal operations will be taken into consideration in the adjustment of any loss.
- 13. "Fungus"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

EQUIPMENT BREAKDOWN

14. **"Hacking Event"** means an attack that allows unauthorized access or use of "Covered Equipment".
15. **"Hazardous Substance"** means any substance, other than refrigerants (including ammonia), that has been declared to be hazardous to health by a government agency.
16. **"Media"** means electronic data processing or storage material such as films, tapes, discs, drums or cells. However, "Media" does not include any hard disk drive that is an internal component of "Computer Equipment".
17. **"One Breakdown"** means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown". All "Breakdowns" at any one Covered Premises that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown".
18. **"Ordinary Payroll"** means payroll expenses for all your employees except Officers, Executives, Department Managers, and Employees under contract.

"Ordinary Payroll" expenses include payroll; employee benefits, if directly related to payroll; FICA payments; union dues; and Worker's Compensation premiums.

19. **"Period of Restoration"**

- a. "Period of Restoration" means the period of time that:
- (1) Begins at the time of the "Breakdown"; and
 - (2) Ends on the earlier of:
 - (a) The number of consecutive days indicated for the applicable "Period of Restoration" extension shown in the Declarations or elsewhere in this Coverage Part after the date when the property at the Covered Premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when business is resumed at a new permanent location.

- b. "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Hazardous Substance".

20. **"Period of Restoration for Dependent Property"**

- a. "Period of Restoration for Dependent Property" means the period of time that:
- (1) Begins at the time of direct physical loss or damage caused by or resulting from a "Covered Cause of Loss" at the premises of the "Dependent Property"; and
 - (2) Ends on the date when the property at the premises of the "Dependent Property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- b. "Period of Restoration for Dependent Property" does not include any increased period required due to the enforcement of any ordinance or law that:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Hazardous Substance".

21. **"Perishable Goods"** means any "Covered Property" that is maintained under controlled conditions for its preservation and that is susceptible to loss or damage if the controlled conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCOUNTS RECEIVABLE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

The following coverage extension is added to section **A. Coverage, 2. Coverage Extensions and Limitations:**

Accounts Receivable Coverage Extension

(1) If accounts receivable records at the Covered Premises are lost or damaged as a direct result of a "Covered Cause of Loss", we will pay for:

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

It is agreed that credit card company charge records will be considered accounts receivable records until delivered to the credit card company.

(2) The following additional exclusions apply to coverage provided under this Coverage Extension.

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

- (a) Bookkeeping, accounting or billing errors or omissions;
- (b) Alteration, falsification, manipulation, concealment, destruction or disposal of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but

only to the extent of such wrongful giving, taking, obtaining or withholding; or

- (c) Loss or damage that requires an audit of records or any inventory computation to prove its factual existence.
- (3) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method of calculating the loss will be used:
- (a) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs;
 - (b) We will adjust the total for any normal fluctuations in the amounts of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month; and
 - (c) We will deduct from the adjusted total:
 - (i) The amount of the accounts for which there is no loss;
 - (ii) The amount of the accounts that you are able to re-establish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.
- (4) The deductible for this coverage extension is included with the Property Damage Deductible as identified elsewhere in this Coverage Part.
- (5) The most we will pay for loss or damage under this Coverage Extension is
- This limit is part of, not in addition to, the Property Damage Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCOUNTS RECEIVABLE (INCLUDING NON-OWNED LOCATIONS)

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

The following coverage extension is added to section **A. Coverage, 2. Coverage Extensions and Limitations:**

Accounts Receivable Coverage Extension

(1) If accounts receivable records at the Covered Premises or non-owned locations are lost or damaged as a direct result of a "Covered Cause of Loss", we will pay for:

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

It is agreed that credit card company charge records will be considered accounts receivable records until delivered to the credit card company.

(2) The following additional exclusions apply to coverage provided under this Coverage Extension.

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

- (a)** Bookkeeping, accounting or billing errors or omissions;
- (b)** Alteration, falsification, manipulation, concealment, destruction or disposal of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding; or
- (c)** Loss or damage that requires an audit of records or any inventory computation to prove its factual existence.

(3) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method of calculating the loss will be used:

- (a)** We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs;
- (b)** We will adjust the total for any normal fluctuations in the amounts of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month; and
- (c)** We will deduct the following from the adjusted total:
 - (i)** The amount of the accounts for which there is no loss;
 - (ii)** The amount of the accounts that you are able to re-establish or collect;
 - (iii)** An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv)** All unearned interest and service charges.

(4) The deductible for this coverage extension is included with the Property Damage Deductible as identified elsewhere in this Coverage Part.

(5) The most we will pay under this Coverage Extension for loss or damage to accounts receivable records at a:

- (a)** Covered Premises is _____; and
- (b)** Non-owned location is _____

These limits are part of, not in addition to, the Property Damage Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME – REPORTING OF VALUES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00

the following is added to paragraph **E. Conditions, 2. General Conditions, h. Reporting of Values:**

"Business Income" values shall be submitted via a Business Income report of values worksheet that:

1. Is signed;
2. Is in a format approved by us;
3. Includes 100% of the annual values, including "Ordinary Payroll" if covered; and
4. Shows financial data for your business:
 - a. For the 12 months prior to the date of the worksheet; and
 - b. Estimated for the 12 months immediately following the date of the worksheet.

A separate worksheet must be submitted for each Covered Premises insured under the Business Income Coverage Extension.

B. When this Endorsement is part of a Coverage Part including:

BUSINESS INTERRUPTION – ACTUAL LOSS SUSTAINED COVERAGE, BM 15 26,

COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS, BM 15 33, or

BUSINESS INTERRUPTION – GROSS EARNINGS COVERAGE, BM 15 36

the following is added to paragraph **D. CONDITIONS, 2. Annual Reports:**

The Business Interruption – Report of Values must:

1. Be signed;
2. Be in a format approved by us;
3. Include 100% of the annual values, including Ordinary Payroll if covered,
4. Show financial data for your business:
 - a. For the 12 months prior to the date of the worksheet; and
 - b. Estimated for the 12 months immediately following the date of the worksheet.

A separate worksheet must be submitted for each "location" specified in the Business Interruption Schedule.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CIVIL AUTHORITY COVERAGE - PERIOD

This endorsement modifies insurance provided under the following:

EnergyMax21 EQUIPMENT BREAKDOWN PROTECTION

Paragraph A. Coverage, 2. Coverage Extensions and Limitations, e. Civil Authority Coverage Extension, (2) is deleted and replaced with the following:

(2) Coverage provided under e.(1) above will commence 24 hours after the time of the civil authority action and will continue for a period up to consecutive weeks.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CIVIL AUTHORITY COVERAGE – TERRITORY

This endorsement modifies insurance provided under the following:

EnergyMax21 EQUIPMENT BREAKDOWN PROTECTION

The last sentence of paragraph **A. Coverage, 2. Coverage Extensions and Limitations, e. Civil Authority Coverage Extension, (1)** is deleted and replaced with the following:

The civil authority action must be due to direct physical loss or damage caused by a "Covered Cause of Loss" at locations, other than the Covered Premises, that are within _____ miles of the Covered Premises.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CIVIL AUTHORITY COVERAGE – TERRITORY AND PERIOD

This endorsement modifies insurance provided under the following:

EnergyMax21 EQUIPMENT BREAKDOWN PROTECTION

- A.** The last sentence of paragraph **A. Coverage, 2. Coverage Extensions and Limitations, e. Civil Authority Coverage Extension, (1)** is deleted and replaced with the following:
- The civil authority action must be due to direct physical loss or damage caused by a "Covered Cause of Loss" at locations, other than the Covered Premises, that are within _____ miles of the Covered Premises.
- B.** Paragraph **A. Coverage, 2. Coverage Extensions and Limitations, e. Civil Authority Coverage Extension, (2)** is deleted and replaced with the following:
- (2)** Coverage provided under e.(1) above will commence 24 hours after the time of the civil authority action and will continue for a period up to _____ consecutive weeks.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONVEYORS, CRANES, HOISTS EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

The following is added to **F. Definitions, 8. "Covered Equipment", b.**

"Covered Equipment" also does not mean any conveyor, crane (including any pressurized boom or jib forming a part of the crane) or hoist. However, we will pay for damage caused by a "Covered Cause of Loss", which is mounted on or used solely with any conveyor, crane or hoist, as otherwise insured under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE WAIVER

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

The following paragraph is added to section **D. Deductibles**:

In the event of a single occurrence involving loss that is covered in whole or in part by:

- A.** This Coverage Part; and
 - B.** Any other commercial property policy,
- any deductible applicable under this Coverage Part is waived with respect to such loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

It is agreed that paragraph **E. Conditions, 1. Loss Conditions, c. Defense** is deleted and replaced with the following:

c. Defense

(1) If there is direct damage to property of another, in your care, custody or control and for which you are legally liable, and the damage was caused by a "Covered Cause of Loss", we will have the right and duty to defend you against any "suit" alleging liability for damage to that property. However, we have no duty to defend you against any "suit" alleging liability for damage to property not covered by this Coverage Part.

(2) We will either:

(a) Settle the claim or "suit"; or

(b) Defend you against the "suit" but keep for ourselves the right to settle it at any point.

(3) As used in this Endorsement, "**Suit**" means a civil proceeding in which damages are claimed and includes:

(a) An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or

(b) Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.

(4) The most we will pay under this Condition is \$.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELEVATOR, ESCALATOR EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

The following is added to **F. Definitions, 8. "Covered Equipment"**, **b.** "Covered Equipment" does not mean any:
Elevator or escalator.

However, we will pay for loss or damage caused by a "Covered Cause of Loss" to any electrical machine or apparatus mounted on or used with this equipment as otherwise insured under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

It is agreed that paragraph **A. Coverage, 2. Coverage Extensions and Limitations, h. Error in Description Coverage Extension** is deleted and replaced with the following.

h. Errors and Omissions Coverage Extension

We will pay for your loss covered by this Coverage Part if such loss is otherwise not payable solely because of:

- (1)** Any unintentional error or omission in the description of property or the location of property as insured under this Coverage Part or in any subsequent amendments;
- (2)** Any unintentional failure to include any premises owned or occupied by you at the inception date of this Coverage Part; or

- (3)** Any unintentional error or omission by you that results in cancellation of any premises insured under this policy.

No coverage is provided as a result of any error or omission by you in the reporting of values or the coverage you requested.

It is a condition of this coverage that any errors or omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date that premises should have been added had no error or omission occurred.

The most we will pay for loss or damage under this coverage extension is:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-METALLIC LININGS EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to **B. Exclusions:**

Non-Metallic Linings

We will not pay for:

- a.** Chipping, breaking or cracking of a glass or other non-metallic lining of "Covered Equipment";
- b.** Loss resulting from contents coming into contact with and damaging other parts of "Covered Equipment" due to chipping, breaking or cracking of such a lining; or
- c.** Damage to such lining or the contents of the vessel or any loss caused by such damage, resulting from a "Covered Cause of Loss".

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **B. Exclusions:**

Non-Metallic Linings

We will not pay for:

- a.** Chipping, breaking or cracking of a glass or other non-metallic lining of an "Object";
- b.** Loss resulting from contents coming into contact with and damaging other parts of an "Object" due to chipping, breaking or cracking of such a lining; or
- c.** Damage to such lining or the contents of the vessel or any loss caused by such damage, resulting from an "Accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE CONTAMINATION COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

1. Paragraph **B. Exclusions**, **2. Nuclear Hazard** is deleted and replaced with the following:

2. Nuclear Hazard

- a. Nuclear reaction or radiation or radioactive contamination.
- b. However, we will pay for direct or indirect loss caused by the sudden and accidental contamination of radioactive isotopes used for medical purposes, research or measurement devices, provided:

- (1) The contamination is caused by a "Covered Cause of Loss";
- (2) The contamination results from radioactive material located only at a Covered Premises; and
- (3) At the time of the contamination:
 - (a) There is no nuclear reactor capable of sustaining nuclear fission in a self-sustaining chain reaction at the Covered Premises;
 - (b) There is no new or used nuclear fuel which is intended for, or which has been used in, such nuclear reactor; and
 - (c) The nuclear material is not used, or intended for use, in weapons;

2. The following is added to **A. Coverage**, **2. Coverage Extensions and Limitations**:

Nuclear Hazard Limitation

The most we will pay for loss caused by the sudden and accidental contamination of ra-

dioactive isotopes used for medical purposes, research or measurement devices is

This limit is part of, not in addition to, the Total Limit per Breakdown.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

1. Paragraph **B. Exclusions**, **3. Nuclear Hazard** is deleted and replaced with the following:

3. Nuclear Hazard

- a. Nuclear reaction or radiation, or radioactive contamination.
- b. However, we will pay for direct or indirect loss caused by the sudden and accidental contamination of radioactive isotopes used for medical purposes, research or measurement devices, provided:

- (1) The contamination is caused by an "accident" to an "object";
- (2) The contamination results from radioactive material located only at a location covered under this Coverage Part; and
- (3) At the time of the contamination:
 - (a) There is no nuclear reactor capable of sustaining nuclear fission in a self-sustaining chain reaction at the covered Location;
 - (b) There is no new or used nuclear fuel which is intended for, or which has been used in, such nuclear reactor; and
 - (c) The nuclear material is not used, or intended for use, in weapons;

EQUIPMENT BREAKDOWN

2. The following is added to **C. LIMITS OF INSURANCE, 2.:**

Nuclear Hazard Limitation

The most we will pay for loss caused by the sudden and accidental contamination of ra-

dioactive isotopes used for medical purposes, research or measurement devices is

This limit is part of, not in addition to, the "Total Limit per Accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS, LOSS PAYEES OR MORTGAGEES – SPECIAL SCHEDULE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

The following is being used in this Coverage Part in lieu of a specific schedule of Additional Insureds, Loss Payees or Mortgagees.

Any Additional Insured, Loss Payee or Mortgagee that is on file with us is considered as individually named in the applicable area of any Declarations or Endorsements, unless specifically changed by Endorsement.

At each anniversary of this Policy an updated list of all Additional Insureds, Loss Payees and Mortgagees applicable for the upcoming Policy year must be submitted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

EnergyMax 21 Equipment Breakdown Protection

SCHEDULE

Covered Premises

Description of "Covered Property"

Paragraphs E. Conditions 1. Loss Conditions I. Valuation (1), (2), (3) and (4) are deleted and replaced with the following for any property specified above:

E. 1. I. (1) We will pay you the actual cash value of your "Covered Property" specified below if it is damaged by a "Breakdown". If damaged property can be restored by the replacement of any part or parts, we will pay only the lessor of:

(a) The reasonable cost of the restoration; or

(b) The actual cash value of the damaged property.

The valuation of the "Covered Property" will be as of the time of the "Breakdown".

(2) You must pay the extra cost of replacing damaged property with property of a better kind or quality or of a larger capacity.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED PROPERTY – SPECIFIED VALUATION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Covered Premises

Non-Owned Property

Valuation

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

with regard to non-owned property in your care, custody or control for which you are legally liable, paragraph **E. Conditions, 1. Loss Conditions, i. Valuation** is deleted and replaced by the following:

i. Valuation

Non-owned property shall be valued as follows:

(1) Non-owned property described in the Schedule above will be valued at the lesser of:

(a) The rate identified in the Valuation column in the Schedule above; or

(b) The amount for which you are legally liable.

(2) All other non-owned property will be valued at the amount for which you are legally liable.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

with regard to non-owned property in your care, custody or control for which you are legally liable, paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, j. Valuation** is deleted and replaced by the following:

j. Valuation

Non-owned property shall be valued as follows:

(1) Non-owned property described in the Schedule above will be valued at the lesser of:

(a) The rate identified in the Valuation column in the Schedule above; or

(b) The amount for which you are legally liable.

(2) All other non-owned property will be valued at the amount for which you are legally liable.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED LOCATIONS – REFRIGERANT CONTAMINATION AND SPOILAGE DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

SCHEDULE

Non-owned Locations as indicated below with an X:

- As on file with us
- As listed below:

NON-OWNED LOCATION(S)

Location(s):

	LIMIT OF INSURANCE	DEDUCTIBLE
Non-owned Location Refrigerant Contamination		
Non-owned Location Spoilage Damage		
Location(s):		

	LIMIT OF INSURANCE	DEDUCTIBLE
Non-owned Location Refrigerant Contamination		
Non-owned Location Spoilage Damage		
Location(s):		

	LIMIT OF INSURANCE	DEDUCTIBLE
Non-owned Location Refrigerant Contamination		
Non-owned Location Spoilage Damage		
Location(s):		

	LIMIT OF INSURANCE	DEDUCTIBLE
Non-owned Location Refrigerant Contamination		
Non-owned Location Spoilage Damage		
Location(s):		

	LIMIT OF INSURANCE	DEDUCTIBLE
Non-owned Location Refrigerant Contamination		
Non-owned Location Spoilage Damage		

EQUIPMENT BREAKDOWN

- A.** The Refrigerant Contamination Limitation and Spoilage Damage Coverage Extension as provided elsewhere in this Coverage Part are extended to cover loss and expense caused by refrigerant contamination or spoilage damage to "Perishable Goods" stored at a Non-owned Location shown in the Schedule above, subject to the following conditions:
1. You must have reported to us the current average and peak values for "Perishable Goods" at each Non-owned Location. The reported values must be received by us on or before the effective date and each anniversary date of this Coverage Part.
 2. The most we will pay for loss or damage covered under this Endorsement is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown".
 3. We will not pay for loss or damage insured under this Endorsement until the amount of loss or damage exceeds the applicable Deductible in the Schedule above.
- B.** With respect to coverage provided under this Endorsement, paragraph **E. Conditions, 1. Loss**

Conditions, g. Other Insurance (2) is deleted and replaced with the following:

- (2)** If there is "Specific Insurance" covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from such "Specific Insurance", whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance shown in the Schedule above.

"Specific Insurance" is any policy of insurance that is not written on the same plan, terms, conditions and provisions as the insurance under this Coverage Part. "Specific Insurance" includes any:

- a. Warehouseman's liability policy or other insurance policy which covers physical damage to the "Perishable Goods"; or
 - b. Policy covering physical damage to "Perishable Goods" stored by a party other than you.
- C.** With regard to coverage provided under this Endorsement, Covered Premises includes any Non-owned Location shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REFRIGERANT CONTAMINATION SUBLIMITS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

COVERED PREMISES AND LIMITS

Refrigerant Contamination PD Limit:

Refrigerant Contamination BI Limit:

Refrigerant Contamination EE Limit:

Paragraph **A. Coverage, 2. Coverage Extensions and Limitations, n. Refrigerant Contamination** is deleted and replaced with the following:

n. Refrigerant Contamination Coverage Extension

If "Covered Property" is contaminated by a refrigerant, including but not limited to ammonia, as a direct result of a "Covered Cause of Loss", the most we will pay for physical damage caused by such refrigerant contamination, including salvage expense and any additional expenses incurred by you for clean-up, repair, replacement or disposal

of that property, is the Limit of Insurance indicated above for Refrigerant Contamination Property Damage.

If you have selected Business Income or Extra Expense coverage, the most we will pay under those Coverage Extensions for loss that is a direct result of refrigerant contamination, is the applicable Limit of Insurance indicated above for Refrigerant Business Income or Refrigerant Extra Expense for the applicable Covered premises.

These limits are part of, not in addition to, the Total Limit per Breakdown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED PERILS ELIMINATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

paragraph **B. Exclusions, 17.** is deleted and replaced with the following:

- 17.** A "Breakdown" that is caused directly or indirectly by any of the following causes of loss:

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;
- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;
- k. Vehicles, including any material carried in or on the vehicles; or
- l. Weight of snow, ice, sleet.

- B.** When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

paragraph **B. EXCLUSIONS, 14.** is deleted and replaced with the following:

- 14.** An "Accident" that is caused directly or indirectly by any of the following causes of loss:

- a. Aircraft or missiles;
- b. Civil commotion;

- c. Collapse;
- d. Lightning;
- e. Molten material;
- f. Objects falling from aircraft or missiles;
- g. Riot;
- h. Smoke;
- i. Vandalism;
- j. Vehicles, including any material carried in or on the vehicles;
- k. Water, meaning:
 - (1) Water damage caused by backup of sewers, drains, or drainage piping; or
 - (2) Water under the ground surface pressing on or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings;

all whether naturally occurring or due to man-made or other artificial causes.

- l. Water damage caused by the discharge or leakage of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of an "Accident" to an "object". The most we will pay for such water damage is the Limit of Insurance identified in the Declarations for Water Damage; or
- m. Weight of snow, ice, sleet.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE – PREDETERMINED DEPRECIATION

This endorsement modifies insurance provided under the following:

EnergyMax 21 Equipment Breakdown Protection

SCHEDULE

Covered Premises

Description of "Covered Property"

Paragraphs E. Conditions 1. Loss Conditions I. Valuation (1), (2), (3) and (4) are deleted and replaced with the following for any property specified above:

- E. 1. I. (1)** We will pay you the actual cash value of your "Covered Property" specified above if it is damaged by a "Breakdown" to "Covered Equipment". If damaged property can be restored by the replacement of any part or parts, we will pay only the lesser of:
 - (a)** The reasonable cost of the restoration; or
 - (b)** The actual cash value of the damaged property.
- (2)** The valuation of the "Covered Property" will be as of the time of the "Breakdown".

- (3)** The value of the "Covered Property" will be determined as the replacement cost of the property less depreciation. Depreciation will be calculated at the rate of 5% per year since the more recent of:
 - (a)** the date the property was manufactured; or
 - (b)** the date the property was 100% completely rewound, refurbished and/or rebuilt.
 Depreciation will be subject to a maximum of 75%.
- (4)** You must pay the extra cost of replacing damaged property with property of a better kind or quality or of a larger capacity.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

ADDITIONAL INSURED

Name:

ADDITIONAL INSURED

If a person or organization is designated above as an Additional Insured, we will consider them to be an Insured under this Coverage Part to the extent of their financial interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS RISK EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to **F. Definitions, 9. "Covered Property", b.**

"Covered Property" also does not mean any property in the course of a construction, erection, rehabilitation, or installation project, if the total cost of such project is greater than \$1,000,000.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **A. COVERAGE, 2. Property Not Covered.**

Covered Property also does not include any property in the course of a construction, erection, rehabilitation, or installation project, if the total cost of such project is greater than \$1,000,000.

BUILDERS RISK (BR) ENDORSEMENT

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

SCHEDULE

COVERAGE and LIMIT OF INSURANCE

2. Builders Risk Coverage Extensions and Limitations:

a. **Builders Risk Property Damage (BRPD)**

b. Delay in Start Up Coverage Extension (DSU):

c. "Soft Costs" Coverage Extension (SC):

d. Builders Risk Utility Interruption Coverage Extension (BRUI):

BRUI applies only if the interruption lasts at least (waiting period):

Hours

e. Builders Risk "Electronic Data" or "Media" Coverage Extension:

f. Builders Risk Expediting Expense Coverage Extension:

g. Builders Risk "Fungus", Wet Rot and Dry Rot

(1) Property Damage:

(2) Delay in Start Up or "Soft Costs":

Days

h. Builder Risk Hazardous Substance Limitation:

i. Builders Risk Water Damage Limitation:

EQUIPMENT BREAKDOWN

DEDUCTIBLE and AMOUNT

Builders Risk Property Damage (BRPD):

Delay in Start Up (DSU):

"Soft Costs" (SC):

Builders Risk Utility Interruption (BRUI):

"BUILDERS RISK PROJECT" and EFFECTIVE DATE

- Covered Premises shown in the Declarations
or elsewhere in this Coverage Part
- As on file with us
- As listed below:

Per Declarations

As on file with us

As listed below:

EQUIPMENT BREAKDOWN

1. With regard to "Builders Risk Property" at the "Builders Risk Project", paragraph **A. Coverage, 2. Coverage Extensions and Limitations** is replaced with the following:

- 2. Builders Risk Coverage Extensions and Limitations**

Coverage provided under paragraph **A.1** above may be modified by the following Coverage Extensions. Coverage Extensions apply only if a limit or other coverage indicator is shown in the Limit of Insurance for that Coverage Extension in the Schedule above.

Coverage provided under paragraph **A.1.** above is also modified by the following Coverage Limitations.

The Coverage Extensions and Limitations apply only to that portion of the loss or damage that is a direct result of a "Covered Cause of Loss". The "Breakdown" must occur during the Policy period, but expiration of the Policy does not limit our liability under these Coverage Extensions and Limitations.

The most we will pay under each of the Coverage Extensions or Limitations is the Limit of Insurance shown in the Schedule above for such Coverage Extension or Limitation.

The Limits of Insurance for these Coverage Extensions and Limitations are part of, not in addition to, the Total Limit per Breakdown.

- a. Builders Risk Property Damage Limitation (BRPD)**

The most we will pay for direct damage caused by a "Covered Cause of Loss" to "Builders Risk Property" at the "Builders Risk Project" is the Builders Risk Property Damage Limitation Limit of Insurance shown in the Schedule above.

- b. Delay in Start Up Coverage Extension (DSU)**

We will pay:

- (1)** The actual loss of "Business Income" you incur during the "Delay Period" due to a delay in the completion of the construction of the "Builders Risk Project" as the result of any "One Breakdown"; and
 - (2)** The additional necessary expenses you incur, over and above the expenses you normally would have incurred to reduce or avert the amount of loss covered under b.(1) above.

- c. "Soft Costs" Coverage Extension (SC)**

We will pay:

- (1)** The actual "Soft Costs" you necessarily incur during the "Delay Period" plus 30 (thirty) consecutive days due to a delay in the completion of the construction of the "Builders Risk Project" as the result of any "One Breakdown". The delay must be caused by a "Covered Cause of Loss"; and
 - (2)** The additional necessary expenses you incur, over and above the expenses you normally would have incurred to reduce or avert the amount of loss covered under c.(1) above.

- d. Builders Risk Utility Interruption Coverage Extension (BRUI)**

If you have selected the Delay in Start Up Coverage Extension or "Soft Costs" Coverage Extension, the applicable coverage is extended to cover loss caused by the interruption of utility services to the "Builders Risk Project" provided all of the following conditions are met:

- (1)** The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which you receive; and
 - (2)** The "Covered Equipment" is used to supply air conditioning, communication services, electric power, natural gas, heating, refrigeration, steam, water or waste treatment to the "Builders Risk Project"; and
 - (3)** The interruption of utility service to the "Builders Risk Project" lasts at least the consecutive period of time shown in the Schedule above. Once this waiting period is met, coverage will commence at the initial time of the interruption and will then be subject to the applicable deductible.

- e. Builders Risk "Electronic Data" and "Media" Coverage Extension**

- (1)** If "Media" is damaged or "Electronic Data" is lost or corrupted as a direct result of a "Covered Cause of Loss", and such "Media" or "Electronic

EQUIPMENT BREAKDOWN

Data" is located at the "Builders Risk Project", we will pay the actual cost to:

- (a) Research, replace, recreate or restore the damaged "Media" or lost or corrupted "Electronic Data"; and
 - (b) Reprogram instructions used in any covered "Computer Equipment".
- (2) If you have selected the Delay in Start Up Coverage Extension or "Soft Costs" Coverage Extension, the applicable coverage is extended to cover the loss incurred during the time necessary to:
- (a) Research, replace, recreate or restore the damaged "Media" or lost or corrupted "Electronic Data"; and
 - (b) Reprogram instructions used in any covered "Computer Equipment".
- (3) There shall be no coverage for any loss or expense incurred due to damaged "Media" or lost or corrupted "Electronic Data" if the "Electronic Data" or "Media" cannot be replaced, recreated or restored.

The deductible for coverage under this Builders Risk Coverage Extension is INCLUDED within the applicable Builders Risk Property Damage Deductible, Delay in Start Up Deductible or "Soft Costs" Deductible shown in the Schedule above.

f. Builders Risk Expediting Expense Coverage Extension

With respect to direct damage to "Builders Risk Property" we will pay the reasonable extra cost you necessarily incur to:

- (1) Make temporary repairs to; or
- (2) Expedite the permanent repairs or replacement of the damaged property.

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Builders Risk Property Damage Deductible shown in the Schedule above.

g. Builders Risk "Fungus", Wet Rot And Dry Rot Coverage Extension

(1) Property Damage

- (a) We will pay for loss or damage by "Fungus", wet or dry rot only when the "Fungus", wet or dry rot is the direct result of a "Covered Cause of Loss" that occurs during the policy period. As used in this Coverage Extension, the term loss or damage means:

Direct physical loss or damage to "Builders Risk Property" caused by "Fungus", wet or dry rot including the cost;

- (i) To treat, contain or remove the "Fungus", wet or dry rot;
- (ii) To dispose of the "Fungus", wet or dry rot;
- (iii) To tear out and replace any "Builders Risk Property" as needed to gain access to the "Fungus", wet or dry rot; and
- (iv) Of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "Fungus", wet or dry rot is present.

(b) Limit

- (i) The most we will pay for coverage provided under this Coverage Extension is \$15,000 per "Builders Risk Project" per 12-month period starting with the effective date of this Coverage Part, or the amount shown in the Schedule above as the Limit of Insurance for Builders Risk "Fungus", Wet Rot and Dry Rot Coverage Extension, (1) Property Damage, whichever is greater. With respect to a particular occurrence of loss which results in "Fungus", wet or dry rot, we will not pay more than such limit even if the "Fungus", wet or dry rot continues to be present or

active or recurs in a later policy period.

- (ii) If "Fungus", wet or dry rot results from damage by water as otherwise covered under this Coverage Part, the limit in **g.1.b.(i)** is part of, not in addition to, the Builders Risk Water Damage Limitation Limit of Insurance shown in the Schedule above.
- (iii) If "Fungus", wet or dry rot results from a "Covered Cause of Loss" other than water, the limit in **g.1.b.(i)** is part of, not in addition to, the Builders Risk Property Damage Limit of Insurance shown in the Schedule above.

(2) Delay in Start Up or "Soft Costs"

- (a) If you have selected the Delay in Start Up Coverage Extension or "Soft Costs" Coverage Extension, the applicable coverage is extended to cover the additional loss caused by the presence of "Fungus", wet or dry rot as identified in paragraph **g.(1)(a)** above.
- (b) Coverage identified in **g.(2)(a)** above is limited to 30 days, or the number of days shown in the Schedule above as the Limit of Insurance for Builders Risk "Fungus", Wet Rot and Dry Rot Coverage Extension, **(2) Delay in Start Up or "Soft Costs"**, whichever is greater. The number of indicated days need not be consecutive. This limit is part of, not in addition to, the applicable Limit of Insurance for the Delay in Start Up Coverage Extension or "Soft Costs" Coverage Extension.

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Builders Risk Property Damage Deductible, Delay in Start Up Deductible or "Soft Costs" Deductible shown in the Schedule above.

h. Builders Risk Hazardous Substance Limitation

The following applies despite the operation of the Ordinance or Law Exclusion:

- (1) If "Builders Risk Property" is damaged, contaminated or polluted by a "Hazardous Substance" as a direct result of a "Covered Cause of Loss", we will pay for physical damage caused by the "Hazardous Substance", including any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property.
- (2) As used here, additional expenses means the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.
- (3) If you have selected the Delay in Start Up Coverage Extension or "Soft Costs" Coverage Extension, the applicable coverage is extended to cover any loss caused by a "Hazardous Substance" as identified in **h.(1)** above.
- (4) The most we will pay for all loss or damage described under this Coverage Limitation is the Limit of Insurance shown in the Schedule above for Builders Risk Hazardous Substance Limitation.

The deductible for coverage under this Limitation is INCLUDED within the applicable Builders Risk Property Damage Deductible, Delay in Start Up Deductible or "Soft Costs" Deductible shown in the Schedule above.

i. Builders Risk Water Damage Limitation

If "Builders Risk Property" is damaged by water as a direct result of a "Covered Cause of Loss", the most we will pay for physical damage, including salvage expense, is the Limit of Insurance shown in the Schedule above for Builders Risk Water Damage Limitation.

The deductible for coverage under this Limitation is INCLUDED within the applicable Builders Risk Property Damage Deductible shown in the Schedule above.

EQUIPMENT BREAKDOWN

2. With regard to "Builders Risk Property" at the "Builders Risk Project", the following exclusion is added to section **B. Exclusions**:

We will not pay for loss or damage that is covered under any **warranty** or guarantee of any contractor, manufacturer or supplier, whether or not such contractor, manufacturer or supplier is a Named Insured or Additional Insured under this Coverage Part.

3. With regard to "Builders Risk Property" at the "Builders Risk Project", the following replaces the first sentence in Paragraph **D. Deductibles, 1. Application of Deductibles**:

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Schedule above for each applicable coverage.

4. With regard to "Builders Risk Property" at the "Builders Risk Project", Paragraph **E. Conditions, 1. Loss Conditions, I. Valuation** is replaced with the following:

I. Valuation

We will determine the value of "Builders Risk Property" in the event of loss or damage as follows:

- (1) At replacement cost as of the time of loss or damage. However, we will not pay more for loss or damage on a replacement cost basis than the least of the following:
 - (a) The Limit of Insurance applicable to the damaged "Builders Risk Property";
 - (b) The cost to repair the damaged "Builders Risk Property";
 - (c) The cost to replace the damaged "Builders Risk Property" with other property of comparable material and quality intended to be used for the same purpose; or
 - (d) The amount actually spent that is necessary to repair or replace the damaged "Builders Risk Property".

But we will not pay for such damaged "Builders Risk Property" that is obsolete or useless to you.

- (2) You must pay the extra cost of replacing damaged property with property of a better kind or quality or of a larger capacity.

- (3) Unless we agree otherwise in writing, if you do not repair or replace the damaged "Builders Risk Property" within 24 months following the date of the "Breakdown", then we will pay only the smaller of the:

- (a) Cost it would have taken to repair the "Builders Risk Property";
- (b) Cost it would have taken to replace the "Builders Risk Property"; or
- (c) Actual cash value at the time of the "Breakdown".

- (4) We will pay the actual cost to reproduce lost or damaged **Blueprints, Plans, Drawings, Renderings, Specifications, or other Contract Documents and Models** with property of like kind and quality, including the cost of gathering and assembling information from back-up data. To the extent such property is not replaced, the loss will be valued at the cost of blank material of substantially identical type.

- (5) Any **salvage value** of property obtained for temporary repairs or use following a "Covered Cause of Loss" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

5. With regard to "Builders Risk Property" at the "Builders Risk Project", the following condition is added to paragraph **E. Conditions, 2. General Conditions**:

Additional Insured

To the extent required by any signed contract or subcontract for the "Builders Risk Project", and then only as their respective interests may appear, all owners, contractors, subcontractors of every tier, tenants of the "Builders Risk Project" and any other individual or entity identified in such contract or subcontract are added to this policy as Additional Insureds, but only with respect to work they are performing for the Named Insured under such signed contract or subcontract and only if the value of their work has been included in the "Builders Risk Project" values reported to us.

6. With regard to "Builders Risk Property" at the "Builders Risk Project", the following replaces paragraph **E. Conditions, 2. General Conditions, h. Policy Period, Coverage Territory**:

h. Policy Period, Coverage Territory

Under this Coverage Part:

- (1) We cover loss or damage commencing within the Coverage Territory and on or after the Effective Date shown in the Schedule above.
- (2) Coverage will end when one of the following first occurs:
 - (a) This Coverage Part expires or is cancelled;
 - (b) The "Builders Risk Project" is accepted by the purchaser or owner;
 - (c) Your interest in the "Builders Risk Project" ceases;
 - (d) You abandon the "Builders Risk Project" with no intention to complete it; or
 - (e) Unless we specify otherwise in writing:
 - (i) 30 days after construction is completed; or
 - (ii) 30 days after any building included in the "Builders Risk Project" is:
 - (a) Occupied in whole or in part; or
 - (b) Put to its intended use.
- (3) The Coverage Territory is:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.

7. The following definitions are added to paragraph **F. Definitions**:

"Builders Risk Project" means any project identified in the Schedule above.

"Builders Risk Property"

- a. "Builders Risk Property" means the following types of property that you own, or for which you are legally liable, located at the "Builders Risk Project", if estimated values for such have been included in the "Builders Risk Project" values reported to us:
 - (1) That part of any building, structure, or "Covered Equipment" in the course of

construction, erection, rehabilitation, or installation;

- (2) Building materials and supplies, equipment, machinery and fixtures and any other property intended to become a permanent part of a building, structure or "Covered Equipment" that is included in the "Builders Risk Project";
 - (3) Wages, expenses and such other charges (whether paid by the owner, contractors or others) which are expended in the project, plus contractors' reasonable profit and overhead;
 - (4) The land on which the "Builders Risk Project" is located;
 - (5) Blueprints, plans, drawings, renderings, specifications or other contract documents and models used for the "Builders Risk Project"; and
 - (6) Any other property intended to remain in the "Builders Risk Project" after its completion.
- b. "Builders Risk Property" does not mean any:
- (1) Contractors' machinery, tools, equipment, or property of a similar kind that is not intended to become a permanent part of the "Builders Risk Project";
 - (2) Building, structure or property other than land existing at the "Builders Risk Project" prior to the effective date of this Coverage Part; or
 - (3) "Electronic Data".

"Delay Period"

- a. "Delay Period" means the period of time that begins on the date the "Builders Risk Project" would have been completed had there been no "Covered Cause of Loss" and ends on the earliest of the following:
 - (1) The date the "Builders Risk Project" should have been repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date the "Builders Risk Project" was actually repaired, rebuilt or replaced.
- b. "Delay Period" does not include any increased period required due to the enforcement of any ordinance or law that:
 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

EQUIPMENT BREAKDOWN

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Hazardous Substance".

"Soft Costs" means necessary additional:

- a. Advertising and promotional expense;
- b. Architectural fees, building inspection and permit fees and charges;
- c. Commissions, legal and accounting costs and fees and administrative expenses incurred as

a result of a necessary renegotiating of a lease or leases;

- d. Insurance expenses;
- e. Interest expense on money you borrow to finance construction or reconstruction;
- f. Real estate or property taxes;
- g. Storage charges; and
- h. Survey costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BURIED ELECTRICAL EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, paragraph **F. Definitions, 8. "Covered Equipment"**, **b.(10)** is deleted and replaced with the following:
- (10)** Pressure vessels, piping and electrical equipment (including wiring, cable, switches and controls) that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
- B.** When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, paragraph **F. Definitions, 8. "Covered Equipment"**, **b.(6)** is deleted and replaced with the following:
- (6)** Pressure vessels, piping and electrical equipment (including wiring, cable, switches and controls) that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
- C.** When this Endorsement is part of a Coverage Part including:
- OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), or
- OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES),
- paragraph **B.5.** is deleted and replaced with the following:
- 5.** Buried pressure vessel, piping or electrical equipment (including wiring, cable, switches and controls);

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BURIED EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, paragraph **F. Definitions, 8. "Covered Equipment"**, **b.(10)** is deleted and replaced with the following:
- (10)** "Covered Equipment" that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- B.** When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, paragraph **F. Definitions, 8. "Covered Equipment"**, **b.(6)** is deleted and replaced with the following:
- (6)** "Covered Equipment" that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- C.** When this Endorsement is part of a Coverage Part including:
- OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), or
OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES),
- paragraph **B.5.** is deleted and replaced with the following:
- 5.** Buried "Object";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICATION EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including:
EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,
the following is added to **F. Definitions, 9. "Covered Property", b.:**
"Communication Equipment".
- B.** When this Endorsement is part of a Coverage Part including:
BOILER AND MACHINERY COVERAGE FORM, BM 00 25,
the following is added to **A. COVERAGE, 2. Property Not Covered.**
Covered Property also does not include any "Communication Equipment".
- C.** As used in this Endorsement, "Communication Equipment" includes:
1. radio, television or microwave antennae;
 2. any main transmitter and its power supply including any klystron tube;
 3. microwave or satellite dishes;
 4. any other electrical or mechanical equipment attached to towers; or
 5. satellites or spacecraft (including satellite contents or their launch sites).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED PREMISES – SPECIAL SCHEDULE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

The following is being used in this Coverage Part instead of a specific schedule of premises or locations:

All premises owned by you or are operated or under your care, custody or control that are:

1. Located in the United States of America (including its territories and possessions), Puerto Rico or Canada;

2. Are on file with us; and

3. For which values have been reported;

are considered as individually included in the Covered Premises area of the *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION DECLARATIONS or covered locations under BOILER AND MACHINERY COVERAGE FORM.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE – MULTIPLE OF ADV – MULTIPLE LOCATIONS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

Paragraph **D. Deductibles, 2. Determination of Deductibles, d. Multiple of Average Daily Value (ADV) Deductible, (1)** is deleted and replaced with the following:

(1) For all Covered Premises affected by the "Breakdown", determine the total amount of "Business Income" that would have been earned during the "Period of Restoration" had no "Breakdown" taken place.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA OR MEDIA – NON-OWNED LOCATIONS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

Coverage provided under the "Electronic Data" or "Media" Coverage Extension is extended to apply to "Electronic Data" or "Media" stored at non-owned locations, subject to the following conditions:

1. At the time of the "Breakdown", the location must be included on the current annual list of non-owned locations on file with us.
2. The most we will pay for loss or damage under this Endorsement as the result of "One Break-
- down" is \$. This limit is part of, not in addition to, the Limit of Insurance for "Electronic Data" or "Media" Coverage Extension.
3. The following deductible shall apply to coverage provided under this Endorsement:

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

COVERED PREMISES / LOCATION

EQUIPMENT

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.:**

"Covered Equipment" does not mean any:
Equipment shown in the Schedule above.

B. When this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), or
OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES)

the following is added to paragraph **B.:**

"Object" does not mean any:
Equipment shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to **F. Definitions, 9. "Covered Property", b.:**

"Covered Property" does not mean:

"Fine Arts".

- B.** When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to **F. Definitions, 3. "Builder's Risk Property", b.:**

"Builder's Risk Property" does not mean any:

"Fine Arts".

- C.** When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **A. COVERAGE, 2. Property Not Covered.**

Covered Property also does not include any "Fine Arts".

- D.** For purposes of this Endorsement, the following is added to **F. Definitions:**

"Fine Arts" means any painting, etching, picture, tapestry, art glass window, valuable rug, statuary, marble, bronze, antique furniture, rare or valuable books, antique silver, manuscript, porcelain, rare glass, bric-a-brac and similar property of rarity, historical value or artistic merit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS LIMITATION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following will apply.

1. The following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

"Fine Arts" Limitation

The most we will pay for loss or damage to "Fine Arts" is
\$.

This limit is part of, not in addition to, the Property Damage limit.

2. For purposes of this Endorsement, the following is added to **F. Definitions:**

"Fine Arts" means any painting, etching, picture, tapestry, art glass window, valuable rug, statuary, marble, bronze, antique furniture, rare or valuable books, antique silver, manuscript, porcelain, rare glass, bric-a-brac and similar property of rarity, historical value or artistic merit.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following will apply.

1. The following is added to **C. LIMITS OF INSURANCE, 2.:**

"Fine Arts" Limitation

The most we will pay for loss or damage to "Fine Arts" is
\$.

This limit is part of, not in addition to, the Direct Damage limit.

2. For purposes of this Endorsement, the following is added to **F. DEFINITIONS:**

"Fine Arts" means any painting, etching, picture, tapestry, art glass window, valuable rug, statuary, marble, bronze, antique furniture, rare or valuable books, antique silver, manuscript, porcelain, rare glass, bric-a-brac and similar property of rarity, historical value or artistic merit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GAMING EQUIPMENT LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Coverage

Limit of Insurance

Deductible

- "Gaming Equipment"
Property Damage
- "Gaming Equipment"
Business Income
- "Gaming Equipment"
Extra Expense

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION,

the following shall apply.

1. The following is added to **A. Coverage 2. Coverage Extensions and Limitations:**

"Gaming Equipment" Limitation

- a.** The most we will pay for loss or damage as a result of a "Breakdown" to "Gaming Equipment" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown" in the Declarations.
- b.** We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

2. The following is added to **F. Definitions:**

"Gaming Equipment" means:

- 1.** Cash registers, coin or token counters;
- 2.** Computer ticketing devices;
- 3.** Electrical apparatus used with gaming equipment;
- 4.** Electronic computers or electronic data processing equipment used to operate gaming equipment;
- 5.** Electronic games such as slot machines and video poker;

- 6.** Electronic signs; and
- 7.** Surveillance equipment.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following shall apply.

1. The following is added to **C. LIMITS OF INSURANCE 2.:**

"Gaming Equipment" Limitation

- a.** The most we will pay for loss or damage as a result of an "Accident" to "Gaming Equipment" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident" in the Declarations.
- b.** We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

2. The following is added to **F. DEFINITIONS:**

"Gaming Equipment" means:

- 1.** Cash registers, coin or token counters;
- 2.** Computer ticketing devices;
- 3.** Electrical apparatus used with gaming equipment;
- 4.** Electronic computers or electronic data processing equipment used to operate gaming equipment;

EQUIPMENT BREAKDOWN

5. Electronic games such as slot machines and video poker;
 6. Electronic signs; and
 7. Surveillance equipment.
3. It is agreed that as used in the Schedule above:
- a. "Gaming Equipment" Property Damage is replaced with "Gaming Equipment" Direct Damage; and
 - b. "Gaming Equipment" Business Income is replaced with "Gaming Equipment" Business Interruption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Location

Property

- A.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00:
 - 1.** The following is added to paragraph **F. Definitions, 9. "Covered Property", b.:**
 - b.** "Covered Property" does not mean any:
 - Property identified in the Schedule above.
 - 2.** The following is added to paragraph **B. Exclusions:**
 - We will not pay for loss or damage caused directly or indirectly by a "Breakdown" to any property identified in the Schedule above.
- B.** When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01:
 - 1.** The following is added to paragraph **F. Definitions, 3. "Builder's Risk Property", b.:**
 - b.** "Builder's Risk Property" does not mean any:
 - Property identified in the Schedule above.
 - 2.** The following is added to paragraph **B. Exclusions:**
 - We will not pay for loss or damage caused directly or indirectly by an "accident" to any property identified in the Schedule above.
- 2.** The following is added to paragraph **B. Exclusions:**
 - We will not pay for loss or damage caused directly or indirectly by a "Breakdown" to any property identified in the Schedule above.
- C.** When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25:
 - 1.** The following is added to paragraph **A. COVERAGE, 2. Property Not Covered:**
 - Covered Property does not include any:
 - Property identified in the Schedule above.
 - 2.** The following is added to paragraph **B. EXCLUSIONS:**
 - We will not pay for loss or damage caused directly or indirectly by an "accident" to any property identified in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNNAMED LOCATIONS COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION,

the following is added to **A. Coverage 2. Coverage Extensions and Limitations:**

Unnamed Locations Coverage Extension

1. We will pay for loss or damage as otherwise covered by this Coverage Part to "Covered Property" located at an "Unnamed Location" caused by or resulting from a "Covered Cause of Loss".

However, coverage provided under this Endorsement does not extend to any location you acquire after the inception of this Policy.

2. The most we will pay for loss covered under this Endorsement resulting from any "One Breakdown" is \$. This limit is part of, not in addition to, the "Total Limit per Breakdown".

3. As used in this Endorsement, "Unnamed Locations" means fixed locations within the Coverage Territory that are owned, leased or regularly operated by the Insured but are not included in the list of locations shown in the Declarations or described in the most recent Statement of Value or other documentation on file with us.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM

the following is added to **A. Coverage 5. Coverage Extensions:**

Unnamed Locations

1. We will pay for loss or damage as otherwise covered by this Coverage Part to Covered Property located at an "Unnamed Location" caused by or resulting from a Covered Cause of Loss.

However, coverage provided under this Endorsement does not extend to any location you acquire after the inception of this Policy.

2. The most we will pay for loss covered under this Endorsement resulting from any "One Accident" is \$. This limit is part of, not in addition to, the "Total Limit per Accident".

3. As used in this Endorsement, "Unnamed Locations" means fixed locations within the Coverage Territory that are owned, leased or regularly operated by the Insured but are not included in the list of locations shown in the Declarations or described in the most recent Statement of Value or other documentation on file with us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WARRANTY RECOVERY EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to paragraph **B. Exclusions**:

If "Covered Equipment"

1. Suffers a "Breakdown"; and
2. There is a "Warranty" that covers repair, replacement or servicing of the "Covered Equipment" or part of the "Covered Equipment", including installation expenses;

we will not pay for any loss or expense covered by such "Warranty".

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to paragraph **B. Exclusions**:

If an "Object":

1. Suffers an "Accident"; and
2. There is a "Warranty" that covers repair, replacement or servicing of the "Object" or part of the "Object", including installation expenses;

we will not pay for any loss or expense covered by such "Warranty".

C. As used in this Endorsement, "Warranty" includes any warranty, guarantee, contract or agreement whether written, verbal or implied.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM DATA EXPENSE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following coverage extension is added to section **A. Coverage, 2. Coverage Extensions and Limitations:**

Claim Data Expense Extension

- (1) We will pay the reasonable expenses you incur in preparing claim data when we require such data to show the extent of loss. This includes the cost of taking inventories, making appraisals, preparing income statements, and preparing other documentation.
- (2) We will not pay for:
 - (a) Any expenses incurred for, billed by or payable to attorneys or insurance adjusters, or their associates or subsidiaries;
 - (b) Any costs in connection with paragraph **E. Conditions, 1 Loss Conditions, b. Appraisal**; or
 - (c) Any expenses incurred for, billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.
- (3) The most we will pay for preparation of claim data expenses under this Coverage Extension in any "One Breakdown" is

\$. This limit is part of, not in addition to, the "Total Limit per Breakdown".

B. When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following coverage extension is added to section **A. COVERAGE, 5. Coverage Extensions:**

Claim Data Expense Extension

- (1) We will pay the reasonable expenses you incur in preparing claim data when we require such data to show the extent of loss. This includes the cost of taking inventories, making appraisals, preparing income statements, and preparing other documentation.
- (2) We will not pay for:
 - (a) Any expenses incurred for, billed by or payable to attorneys or insurance adjusters, or their associates or subsidiaries;
 - (b) Any costs in connection with paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, b. Appraisal**; or
 - (c) Any expenses incurred for, billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.
- (3) The most we will pay for preparation of claim data expenses under this Coverage Extension in any "one accident" is \$. This limit is part of, not in addition to, the "Total Limit per Accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTER EQUIPMENT LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>	<u>DEDUCTIBLE</u>
"Computer Equipment" Property Damage		
"Computer Equipment" Business Income		
"Computer Equipment" Extra Expense		

A. If this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following will apply.

The following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Computer Equipment Limitation

1. The most we will pay for loss or damage as a result of a "Breakdown" to "Computer Equipment" is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown".
2. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

B. If this Endorsement is part of a Coverage Part including

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), BM 00 30; or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), BM 00 31,

the following will apply to the BOILER AND MACHINERY COVERAGE FORM, BM 00 25.

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

Computer Equipment Limitation

- a. The most we will pay for loss or damage as a result of an "accident" to "computer equipment" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".
- b. We will not pay for loss or damage under this limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

2. For purposes of this Endorsement, the following are added to **F. DEFINITIONS:**

"Computer Equipment" means:

- a. Your programmable electronic equipment that is used to store, retrieve and process data; and
- b. 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 "Electronic Data" or "Media".

EQUIPMENT BREAKDOWN

"Computer Program" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.

"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.

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

3. Paragraph B. 12. is deleted from any Object Definition.
4. It is agreed that as used in the Schedule above:
 - a. "Computer Equipment" Property Damage is replaced with "Computer Equipment" Direct Damage; and
 - b. "Computer Equipment" Business Income is replaced with "Computer Equipment" Business Interruption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED PROPERTY EXCLUSION (MANUFACTURED OR SERVICED PROPERTY)

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00:

1. The following is added to paragraph **F. Definitions, 9. "Covered Property", b.** "Covered Property" does not mean:

"Covered Equipment" or any part of "Covered Equipment" owned by others that is in your care, custody or control for purposes of manufacturing, modification, refurbishing, rebuilding, rehabilitating or storing.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

1. The following is added to paragraph **A. COVERAGE, 2. Property Not Covered:**

"Covered Property" also does not mean any "Object" or part of an "object" owned by others that is in your care, custody or control for purposes of manufacturing, modification, refurbishing, rebuilding, rehabilitating or storing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:
EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

Coverage	Schedule	Limit of Insurance	Deductible
Defense Costs			Included in Property Damage Deductible
Unnamed Locations Coverage Extension:			
Unnamed Locations Property Damage:			
Unnamed Locations Business Income:			
Unnamed Locations Extra Expense:	Included in Unnamed Location BI	Limit of Insurance	Included in Unnamed Locations BI Deductible
Unnamed Locations Utility Interruption – Time Element:			hours
Unnamed Locations Spoilage Damage:	Included with Unnamed Locations PD	Limit of Insurance	Included in Unnamed Locations PD Deductible
Unnamed Locations Refrigerant Contamination	Included with Unnamed Locations PD	Limit of Insurance	Included in Unnamed Locations PD Deductible

Named Insured payee:

- As identified by the Named Insured in the Proof of Loss
-

A. The following is added to Paragraph E. Conditions, 2. General Conditions:

ACCIDENTAL CLERICAL MISTAKES

Failure of the Named Insured to disclose all hazards existing at the inception date of this Coverage Part shall not prejudice the Insured with respect to coverage provided by this Coverage Part, provided such failure is not intentional. No aspect of any coverage provided by this Coverage Part will be considered void because of unintentional clerical error or omission in the Declarations or any form or endorsement that is part of this Coverage Part.

B. CANCELLATION / NONRENEWAL

- 1. Paragraph **E. Conditions, 2. General Conditions, b. Cancellation** of *EnergyMax 21*

Equipment Breakdown Protection is deleted.

- 2. Section **A. Cancellation of Common Policy Conditions** is replaced with the following:

A. Cancellation

- 1. The first Named Insured may cancel this Coverage Part by mailing or delivering to us written notice of cancellation.
- 2. We may cancel, non-renew or materially change the terms, rates or conditions of this Coverage Part at any time by delivering or sending via registered mail written notice to the first Named Insured specifying the effective date of such cancellation, non-renewal or material change at least:

EQUIPMENT BREAKDOWN

- a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation for any other reason, non-renewal or material change.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation, non-renewal or material change will state the effective date of such cancellation, non-renewal or material change. If the policy is cancelled, that will become the end of the policy period.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If the Named Insured or we cancel, the return premium shall be pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If a material change is made with an effective date prior to the end of the policy period, a premium refund or additional premium will be calculated pro rata.
 7. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. DEFENSE COSTS

It is agreed that paragraph **E. Conditions, 1. Loss Conditions, c. Defense** is replaced with the following:

c. Defense

- (1) If there is direct damage to property of another, in your care, custody or control and for which you are legally liable, and the damage was caused by a "Covered Cause of Loss", we will have the right and duty to defend you against any suit alleging liability for damage to that property. However, we have no duty to defend you against any suit alleging liability for damage to property not covered by this Coverage Part.
- (2) We will either:
 - (a) Settle the claim or suit; or
 - (b) Defend you against the suit but keep for ourselves the right to settle it at any point.

- (3) The most we will pay under this Condition is the Limit of Insurance for Defense Costs shown in the Schedule above.

D. KNOWLEDGE OF OCCURRENCE

The following is added to **E. Conditions, 1. Loss Conditions, d. Duties in the Event of Loss or Damage**:

It is hereby agreed that knowledge of loss or damage by an agent, servant or employee of the Insured shall not in itself constitute knowledge by the Insured, unless an executive officer or risk manager of the Insured shall have received notice of such loss or damage from the agent, servant or employee.

E. NAMED INSURED – BROAD FORM

1. The Named Insured shown in the Declarations is amended to include any:
 - a. Subsidiary or affiliated company (including subsidiaries thereof) it owns or controls, and
 - b. Other company(ies) under its control, for which it assumes active management,as of the inception date of this Coverage Part or subsequently acquired during the Policy Period.
2. This provision does not alter or increase our liability under this Coverage Part.
3. The following is added to paragraph **E. Conditions, 1. Loss Conditions, k. Loss Payment**:

In the event of loss or damage covered by this Coverage Part, we will pay the person or entity identified in the Schedule above on behalf of the Named Insured and any Additional Insureds.

F. UNNAMED LOCATIONS COVERAGE EXTENSION

The following is added to **A. Coverage 2. Coverage Extensions and Limitations**:

Unnamed Locations Coverage Extension

1. We will pay for loss or damage as otherwise covered by this Coverage Part to "Covered Property" located at an "Unnamed Location" caused by or resulting from a "Covered Cause of Loss".

However, coverage provided under this Coverage Extension does not apply to any location you acquire after the inception of this Policy.

2. The most we will pay for loss under this Coverage Extension from any "One Breakdown" is the applicable Limit of Insurance shown in the Schedule above.

These Limits of Insurance are part of, not in addition to, the "Total Limit per Breakdown".

3. We will not pay for any loss or expense resulting from any "One Breakdown" until the amount of loss or expense covered under this

Coverage Extension exceeds the applicable deductible shown in the Schedule above.

4. As used in this Coverage Extension, "Unnamed Location" means any fixed location within the Coverage Territory that is owned, leased or regularly operated by the Insured but is not included in the list of locations shown in the Declarations or described in the most recent Statement of Value or other documentation on file with us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED – BROAD FORM

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. The Named Insured shown in the Declarations is amended to include any:

1. Subsidiary or affiliated company (including subsidiaries thereof) it owns or controls, and
2. Other company(ies) under its control, for which it assumes active management,

as of the effective date of this Coverage Part or subsequently acquired during the Policy Period.

B. This endorsement does not alter or increase our liability under this Coverage Part.

C. When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following is added to paragraph **E. Conditions, 1. Loss Conditions, k. Loss Payment:**

In the event of loss or damage covered by this Coverage Part, we will pay:

on behalf of the Named Insured and any Additional Insureds.

D. When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN

BUILDERS RISK PROTECTION, EB T1 01, the following is added to paragraph **E. Conditions, 1. Loss Conditions, g. Loss Payment:**

In the event of loss or damage covered by this Coverage Part, we will pay:

on behalf of the Named Insured and any Additional Insureds.

E. When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, f. Loss Payable Clause** is deleted and replaced with:

Loss Payment

In the event of loss or damage covered by this Coverage Part, we will pay:

on behalf of the Named Insured and any Additional Insureds.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE – SPARED UNITS OR PARTS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Column A
Equipment

Column B
"Viable Spare"

Column C
Deductible

Column D
Deductible

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following shall apply.

- 1.** With regard to the equipment shown in Column A above, deductibles for Business Income, Extra Expense or Utility Interruption – Time Element as may be shown in the Decla-

rations or elsewhere in this Coverage Part are deleted and replaced with the following:

The applicable deductible amount in:

- a.** Column C above if the applicable "Viable Spare" identified in Column B above is available for use at the Covered Premises where the "Breakdown" occurred; or
- b.** Column D above if the applicable "Viable Spare" identified in Column B above is not available for use at the Covered

EQUIPMENT BREAKDOWN

Premises where the "Breakdown" occurred.

2. As used in paragraph A.1. above, "Viable Spare" means "Covered Equipment" or part of "Covered Equipment" as described in Column B above which is capable of restoring the damaged "Covered Equipment" to 100% of its operating capability prior to the "Breakdown".
- B.** When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE
FORM, BM 00 25,

the following shall apply.

1. With regard to the equipment shown in Column A above, deductibles for Business Interruption, Extra Expense or Service Interruption coverage as may be shown in the Declara-

tions or elsewhere in this Policy are deleted and replaced with the following:

The applicable deductible amount in:

- a. Column C above if the applicable "Viable Spare" identified in Column B above is available for use at the covered location where the "accident" occurred; or
 - b. Column D above if the applicable "Viable Spare" identified in Column B above is not available for use at the covered location where the "accident" occurred.
2. As used in paragraph B.1. above, "Viable Spare" means an "object" or part of an "object" as described in Column B above which is capable of restoring the damaged "object" to 100% of its operating capability prior to the "accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

The following is added to paragraph **B. Exclusions**:

We will not pay for any increase in loss that results from fines, damages or penalties of any nature for breach of contract for late or non-completion of orders.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLD BOX EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following will apply.

1. The following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.:**

"Covered Equipment" does not mean any:

Cold box used for cryogenic separation or liquefaction of gases. However, we will pay for loss or damage caused by a "Breakdown" to "Covered Equipment" located within such a cold box, as otherwise insured under this Coverage Part.

2. The following is added to **B. Exclusions:**

With respect to loss from a "Breakdown" to any "Covered Equipment" located within a cold box used for cryogenic separation or liquefaction of gases, we will not pay for:

1. The cost to remove or replace insulation within the cold box;
2. The cost to repair the cold box due to leakage at joints or bulging sections of the cold box; or
3. The additional loss of income or expenses due to the removal or replacement of the insulation within the cold box.

B. When this Endorsement is part of a Policy including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES),

the following will apply.

1. The following is added to paragraph **B.:**

"Object" does not mean any:

Cold box used for cryogenic separation or liquefaction of gases. However, we will pay for loss or damage caused by an "accident" to an "object" located within such a cold box, as otherwise insured under this policy.

2. The following is added to **B. EXCLUSIONS** on the BOILER AND MACHINERY COVERAGE FORM, BM 00 25:

With respect to loss from an "accident" to any "object" located within a cold box used for cryogenic separation or liquefaction of gases, we will not pay for:

1. The cost to remove or replace insulation within the cold box;
2. The cost to repair the cold box due to leakage at joints or bulging sections of the cold box; or
3. The additional loss of income or expenses due to the removal or replacement of the insulation within the cold box.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAGNOSTIC EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.:**

"Covered Equipment" does not mean any item checked below:

- "Diagnostic Equipment".
- "Diagnostic Equipment" that has a replacement value of \$ _____ or more at the time of the "Breakdown".
- The specified "Diagnostic Equipment" listed below:

- the following is added to paragraph **F. Definitions, 3. "Builder's Risk Property", b.:**

"Builder's Risk Property" does not mean any item checked below:

- "Diagnostic Equipment".
- "Diagnostic Equipment" that has a replacement value of \$ _____ or more at the time of the "accident".
- The specified "Diagnostic Equipment" listed below:

- B.** When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

- C.** For purposes of this Endorsement, the following is added to **F. Definitions:**

"Diagnostic Equipment" means any machine, vessel or apparatus used solely for diagnosis, testing, research, medical, surgical, therapeutic, dental or pathological purposes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAGNOSTIC EQUIPMENT LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

<u>Coverage</u>	SCHEDULE	<u>Deductible</u>
<u>Limit of Insurance</u>		
"Diagnostic Equipment" Property Damage		
"Diagnostic Equipment" Business Income		
"Diagnostic Equipment" Extra Expense		
1. The following is added to A. Coverage, 2. Coverage Extensions and Limitations:	2. For purposes of this Endorsement, the following is added to F. Definitions:	
"Diagnostic Equipment Limitations	"Diagnostic Equipment" means any machine, vessel or apparatus used solely for testing, research, diagnosis, medical, surgical, therapeutic, dental or pathological purposes.	
A. The most we will pay for loss or damage as a result of a "Breakdown" to "Diagnostic Equipment" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown" in the Declarations.	3. If this Endorsement is part of a Coverage Part including:	
B. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.	EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,	
	it is agreed that as used in the Schedule above:	
	1. Business Income is replaced with Delay in Start Up; and	
	2. Extra Expense is replaced with Soft Costs.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POWER GENERATING EQUIPMENT CONTRACT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following is added to paragraph **B. Exclusions:**

We will not pay for any increase in loss that results from fines, damages or penalties of any nature for breach of contract for late or non-completion of orders as the result of a "Breakdown" to "Power Generating Equipment" owned by you or in your care, custody or control.

- B.** When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following is added to paragraph **B. EXCLUSIONS:**

We will not pay for any increase in loss that results from fines, damages or penalties of any na-

ture for breach of contract for late or non-completion of orders as the result of an "Accident" to "Power Generating Equipment" owned by you or in your care, custody or control.

- C.** For purposes of this Endorsement, the following is added to **F. Definitions:**

"Power Generating Equipment" means any pressure, mechanical or electrical equipment, machinery or apparatus that is used in, or associated with, the generation of electric power. "Power Generating Equipment" does not mean any equipment, machinery or apparatus with less than or equal to 1000 kilowatts of capacity, which is used solely to generate emergency power.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POWER GENERATING EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following is added to **F. Definitions, 9. "Covered Property", b.:**
- "Covered Property does not mean:
"Power Generating Equipment".
- B.** When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, the following is added to **F. Definitions, 3. "Builder's Risk Property", b.:**
- "Builder's Risk Property" does mean any:
"Power Generating Equipment".
- C.** When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following is added to **A. COVERAGE, 2. Property Not Covered:**
- Covered Property also does not include any "Power Generating Equipment".
- D.** For purposes of this Endorsement, the following is added to **F. Definitions:**
- "Power Generating Equipment" means any pressure, mechanical or electrical equipment, machinery or apparatus that is used in, or associated with, the generation of electric power. "Power Generating Equipment" does not mean any equipment, machinery or apparatus with less than or equal to 1000 kilowatts of capacity, which is used solely to generate emergency power.

EQUIPMENT BREAKDOWN

of the interruption and will then be subject to the applicable deductible.

The most we will pay for loss at any one Covered Premises identified in the Schedule is the applicable Limit of Insurance identified in the Schedule above.

The most we will pay for all Utility Interruption – Spoilage loss under this paragraph as the result of "One Breakdown" is \$.

- (2)** Under **c.(1)(a)** and **c.(1)(b)** above, we will also pay any necessary expenses you incur to reduce or avert the amount of loss under this Endorsement. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Endorsement.
- (3)** These limits are part of, not in addition to, the "Total Limit per Breakdown".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CATALYST VALUATION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

with respect to any catalyst, paragraph **E. Conditions, 1. Loss Conditions, I. Valuation, (1)** is deleted and replaced with the following:

(1) We will determine the value of catalyst in the event of loss or damage as follows:

- a.** The cost to replace the damaged catalyst less any salvage value;
- b.** Multiply the result in **(1)a.** above by the number of years of the remaining useful life of the catalyst if no loss or damage had occurred; and
- c.** Divide the result in **(1)b.** above by the number of years of the total useful life of the catalyst if no loss or damage had occurred.

Remaining useful life and total useful life as used above shall be determined on the basis of catalyst life experienced previously in the same use.

B. When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

with respect to any catalyst, paragraph **E. Conditions, 1. Loss Conditions, I. Valuation, (1)** is deleted and replaced with the following:

(1) We will determine the value of catalyst in the event of loss or damage as follows:

- a.** The cost to replace the damaged catalyst less any salvage value;

- b.** Multiply the result in **(1)a.** above by the number of years of the remaining useful life of the catalyst if no loss or damage had occurred; and

- c.** Divide the result in **(1)b.** above by the number of years of the total useful life of the catalyst if no loss or damage had occurred.

Remaining useful life and total useful life as used above shall be determined on the basis of catalyst life experienced previously in the same use.

C. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

with respect to any catalyst, paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, j. Valuation, (1)** is deleted and replaced with the following:

(1) We will pay you the actual value for any catalyst directly damaged by an "accident". The actual value will be determined as follows:

- a.** The cost to replace the damaged catalyst less any salvage value;

- b.** Multiply the result in **(1)a.** above by the number of years of the remaining useful life of the catalyst if no loss or damage had occurred; and

- c.** Divide the result in **(1)b.** above by the number of years of the total useful life of the catalyst if no loss or damage had occurred.

Remaining useful life and total useful life as used above shall be determined on the basis of catalyst life experienced previously in the same use.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYMENT

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A. When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following is added to paragraph **E. Conditions, 1. Loss Conditions, k. Loss Payment:**

In the event of loss or damage covered by this Coverage Part, we will pay:

on behalf of the Named Insured and any Additional Insureds.

- B. When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, the following is added to paragraph **E. Conditions, 1. Loss Conditions, g. Loss Payment:**

In the event of loss or damage covered by this Coverage Part, we will pay:

on behalf of the Named Insured and any Additional Insureds.

- C. When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, f. Loss Payable Clause** is deleted and replaced with:

Loss Payment

In the event of loss or damage covered by this Coverage Part, we will pay:

on behalf of the Named Insured and any Additional Insureds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACT LIMITATION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Contract Limitation

If you have selected Business Income Coverage Extension, Extra Expense Coverage Extension or Utility Interruption – Time Element Coverage Extension, the most we will pay as a result of any "One Breakdown" for all loss or expense that results from fines, damages or penalties of any nature for breach of contract for late or non-completion of orders is

- B.** When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, the following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Contract Limitation

If you have selected the Delay in Start Up Coverage Extension, "Soft Costs" Coverage Extension or Utility Interruption Coverage Extension, the most we will pay as a result of any "One Breakdown" for all loss or expense that results from fines, damages or penalties of any nature for breach of contract for late or non-completion of orders is

- C.** When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following is added to **C. LIMITS OF INSURANCE, 2.:**

Contract Limitation

If you have selected Business Interruption, Extra Expense or Service Interruption coverages, the most we will pay as a result of any "one accident" for all loss or expense that results from fines, damages or penalties of any nature for breach of contract for late or non-completion of orders is

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POWER GENERATING EQUIPMENT – LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
 EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
 BOILER AND MACHINERY COVERAGE FORM

<u>Coverage</u>	<u>SCHEDULE</u> <u>Limit of Insurance</u>	<u>Deductible</u>
<p>"Power Generating Equipment" Property Damage</p> <p>"Power Generating Equipment" Business Income</p> <p>"Power Generating Equipment" Extra Expense</p>		
<p>A. When this Endorsement is part of a Coverage Part including:</p> <p style="padding-left: 40px;"><i>EnergyMax 21</i> EQUIPMENT BREAKDOWN, EB T1 00, or</p> <p style="padding-left: 40px;">EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION. EB T1 01,</p> <p>the following is added to A. Coverage, 2. Coverage Extensions and Limitations:</p> <p>"Power Generating Equipment" Limitation</p> <p>a. The most we will pay for loss or damage as a result of a "Breakdown" to "Power Generating Equipment" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown" in the Declarations.</p> <p>b. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.</p>	<p>a. The most we will pay for loss or damage as a result of an "accident" to "Power Generating Equipment" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident" in the Declarations.</p> <p>b. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.</p>	
<p>B. When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following is added to C. LIMITS OF INSURANCE:</p> <p>"Power Generating Equipment" Limitation</p>	<p>C. For purposes of this Endorsement, the following is added to F. Definitions:</p> <p>"Power Generating Equipment" means any pressure, mechanical or electrical equipment, machinery or apparatus that is used in, or associated with, the generation of electric power. "Power Generating Equipment" does not mean any equipment, machinery or apparatus with less than or equal to 1000 kilowatts of capacity, which is used solely to generate emergency power.</p>	
	<p>D. When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION. EB T1 01, it is agreed that as used in the Schedule above:</p> <p>1. Business Income is replaced with Delay in Start Up; and</p>	

EQUIPMENT BREAKDOWN

2. Extra Expense is replaced with "Soft Costs".
- E.** When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, it is agreed that as used in the Schedule above:
1. Property Damage is replaced with Direct Damage; and
 2. Business Income is replaced with Business Interruption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POWER GENERATING EQUIPMENT TIME ELEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following is added to **B. Exclusions:**
- With respect to the Business Income Coverage Extension or Extra Expense Coverage Extension, any loss resulting from a "Breakdown" to "Power Generating Equipment" that is owned by you or in your care, custody or control.
- B.** When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, the following is added to **B. Exclusions:**
- With respect to the Delay in Start Up Coverage Extension or "Soft Costs" Coverage Extension, any loss resulting from a "Breakdown" to "Power Generating Equipment" that is owned by you or in your care, custody or control.
- C.** When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following is added to **B. EXCLUSIONS:**
- With respect to any Business Interruption or Extra Expense coverages, any loss resulting from an "accident" to "power generating equipment" that is owned by you or in your care, custody or control.
- D.** For purposes of this Endorsement, the following is added to **F. Definitions:**
- "Power Generating Equipment" means any pressure, mechanical or electrical equipment, machinery or apparatus that is used in, or associated with, the generation of electric power. "Power Generating Equipment" does not mean any equipment, machinery or apparatus with less than or equal to 1000 kilowatts of capacity, which is used solely to generate emergency power.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KILN LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Coverage	Limit of Insurance	Deductible
Kiln Property Damage		
Kiln Business Income		
Kiln Extra Expense		

A. When this endorsement is part of a Coverage Part that includes:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00; or

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to **A. Coverage, 2.Coverage Extensions and Limitations:**

Kiln Limitation

1. The most we will pay for loss or damage as a result of a "Breakdown" to a kiln is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown".
2. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.
3. As used in this Limitation, kiln includes its metal structure, support beams, and insulating or refractory materials, internal chains, balls and dams, burners, conveyors, economizer, enclosed gear sets, fans and blowers, fuel trains, girth or ring gears, heating and cooling coils, monitoring or control systems, pinion gears, primary and emergency drive systems, scrubber, shafting, tires, trunnions, waste heat exchanger and any other "Covered Equipment" mounted on or used solely with the kiln.

B. When this endorsement is part of a Coverage Part that includes:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

in the Schedule above:

1. Kiln Business Income is replaced with Kiln Delay in Start Up; and
2. Kiln Extra Expense is replaced with Kiln "Soft Costs".

C. When this Endorsement is part of a Coverage Part that includes:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **C. LIMITS OF INSURANCE:**

Kiln Limitation

1. The most we will pay for loss or damage as a result of an "accident" to a kiln is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".
2. We will not pay for loss or damage under this limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.
3. As used in this limitation, kiln includes its metal structure, support beams, and insulating or refractory materials, internal chains, balls and dams, burners, conveyors, economizer, enclosed gear sets, fans and blowers,

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fuel trains, girth or ring gears, heating and cooling coils, monitoring or control systems, pinion gears, primary and emergency drive systems, scrubber, shafting, tires, trunnions, waste heat exchanger and any other "object" mounted on or used solely with the kiln.

4. It is agreed that as used in the Schedule above:
 - a. Kiln Property Damage is replaced with Kiln Direct Damage; and
 - b. Kiln Business Income is replaced with Kiln Business Interruption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERNATIONAL TERRITORY

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

A. When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, paragraph **E. Conditions, 2. General Conditions, g. (2)** is deleted and replaced with the following:

(2) The Coverage Territory is:

- (a)** The United States of America (including its territories and possessions);
- (b)** Puerto Rico;
- (c)** Canada; and
- (d)**

BUILDERS RISK PROTECTION, EB T1 01, paragraph **E. Conditions, 2. General Conditions, e.** is deleted and replaced with the following:

e. Coverage Territory

Under this Coverage Part the Coverage Territory is:

- (1)** The United States of America (including its territories and possessions);
- (2)** Puerto Rico;
- (3)** Canada; and
- (4)**

; or

- All foreign countries except any country, territory or jurisdiction which is subject to United States Government trade sanctions, embargoes or any other similar regulations that prohibit or restrict the transactions of business with, or travel to, such country, territory or jurisdiction.

; or

- All foreign countries except any country, territory or jurisdiction which is subject to United States Government trade sanctions, embargoes or any other similar regulations that prohibit or restrict the transactions of business with, or travel to, such country, territory or jurisdiction.

B. When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF LOSS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. If this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, BM T1 00 or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, BM T1 01,

the following is added to **E. Conditions, 1. Loss Conditions, d. Duties in the Event of Loss or Damage:**

It is hereby agreed that knowledge of loss or damage by an agent, servant or employee of the Insured shall not in itself constitute knowledge by the Insured, unless an executive officer or risk manager of the Insured shall have received notice of such loss or damage from the agent, servant or employee.

B. If this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, c. Duties in the Event of Loss or Damage:**

It is hereby agreed that knowledge of loss or damage by an agent, servant or employee of the Insured shall not in itself constitute knowledge by the Insured, unless an executive officer or risk manager of the Insured shall have received notice of such loss or damage from the agent, servant or employee.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIVESTOCK COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

SCHEDULE

Description of Livestock

Locations:

Coverage

Limit of Insurance

Deductible

Livestock Limit per "One Breakdown":

Combined Deductible for all loss covered under this endorsement:

Livestock Property Damage:

Livestock Business Income:

Livestock Extra Expense:

Livestock Spoilage Damage:

Livestock Utility Interruption –Time Element:

Livestock Annual Aggregate:

Valuation:

- "Fair Market Value" Valuation
- Maximum per Livestock Valuation:
- Predetermined Value per Livestock Valuation

A. The following is added to A. Coverage, 2. Coverage Extensions and Limitations:

Livestock Coverage Extension

1. We will pay for your loss which results from the death or necessary humane destruction of Livestock as described in the Schedule above resulting from a "Covered Cause of Loss".

2. Coverage under any Business Income Coverage Extension, Extra Expense Coverage Extension, Spoilage Damage Coverage Extension or Utility Interruption-Time Element Coverage Extension is extended to cover loss incurred as a direct result of the death or necessary humane destruction of Livestock described in the Schedule above resulting from

EQUIPMENT BREAKDOWN

- a "Covered Cause of Loss" if there is a Limit of Insurance for the applicable coverage shown in the Schedule above.
3. With regard to coverage provided under this Coverage Extension, Livestock (as described in the Schedule above) is included in "Covered Property".
 4. The most we will pay for loss or expense covered under this Coverage Extension is the applicable Limit of Insurance shown in the Schedule above.
 5. The Limits of Insurance for Livestock Property Damage, Livestock Business Income, Livestock Extra Expense, Livestock Spoilage Damage and Livestock Utility Interruption – Time Element are part of, not in addition to, the Livestock Limit per "One Breakdown" shown in the Schedule above.
 6. The Livestock Limit per "One Breakdown" is part of, not in addition to, the "Total Limit per Breakdown".
 7. The most we will pay for all loss and expense insured under this Coverage Extension during any 12-month policy period is the Livestock Annual Aggregate shown in the Schedule above.
 8. We will not pay for loss or damage insured under this Coverage Extension until the amount of loss or damage exceeds the applicable deductible in the Schedule above.
- B.** The following is added to paragraph **E. Conditions, 1. Loss Conditions, d. Duties in the Event of Loss or Damage:**
- In the event of the death or necessary humane destruction of Livestock shown in the Schedule above:
- a. At our request, you will arrange for a postmortem examination to be completed by a qualified veterinarian to verify the cause of death and provide us with a written report of the examination. We will pay for the cost of the examination and reports.
 - b. Unless required by ordinance or law, you may not, without our permission, dispose of the dead Livestock within the first 48 hours after notification of loss is received by us.
- C.** With regard to coverage provided under this Endorsement, paragraph **E. Conditions, 1. Loss Conditions, I. Valuation** is deleted and replaced with the following:
- I. In the event of the death or necessary humane destruction of Livestock described in the Schedule above as a result of a "Covered Cause of Loss", we will determine the value of the Livestock using the valuation method selected in the Schedule above:
 - (1) If you selected "Fair Market Value" valuation, we will pay the "Fair Market Value" of the Livestock as of the last business day prior to the "Breakdown".
 - (2) If you selected Maximum per Livestock valuation, the most we will pay for any one Livestock is the smallest of:
 - (a) The reasonable cost to replace the Livestock; or
 - (b) The Maximum per Livestock limit shown in the Schedule above.
 - (3) If you selected Predetermined Limit per Livestock valuation, we will pay the amount for that Livestock specified on the list on file with us.
- Regardless of the method of valuation selected, the most we will pay for loss or expense as covered under Livestock Property Damage or Livestock Spoilage Damage is the applicable Limit of Insurance shown in the Schedule above.
- With regard to Livestock Business Income, Livestock Extra Expense or Livestock Utility Interruption – Time Element coverage, any amount paid to you under the Livestock Property Damage or Livestock Spoilage Damage claim that contributes toward continuing expenses, non-continuing expenses or net profit shall be taken into consideration when determining the amount of payment due you under the applicable Livestock Business Income, Livestock Extra Expense or Livestock Utility Interruption – Time Element coverage.
- D.** With regard to coverage provided under this Endorsement, the following is added to paragraph **F. Definitions:**
- "Fair Market Value"** means the value of livestock of a similar kind that are bought and sold at an established market exchange closest to the location of the loss, where the market prices are posted and quoted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEBUGGING EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to paragraph **F. Definitions, 8. "Covered Equipment"**, **b.** "Covered Equipment" does not mean any:

"Covered Equipment" that has not been completely installed, tested, run under completed operations conditions and contractually accepted by you.

B. When this Endorsement is part of a Policy including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to any "object" definition in the OBJECT DEFINITIONS endorsement attached to this Policy:

"Object" also does not mean any "Object" that has not been completely installed, tested, run under completed operations conditions and contractually accepted by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRYING OUT COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Policy including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Drying Out Coverage Extension

1. We will pay the expenses you incur to dry out electrical "Covered Equipment" if such electrical "Covered Equipment" requires drying out as a result of:
 - a. Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by wind or not;
 - b. Mudflow or mudslides; or
 - c. Water damage caused by backup of sewers, drains, or drainage piping; all whether naturally occurring or due to man-made or other artificial causes.
2. Coverage provided under this Coverage Extension does not apply to any electrical "Covered Equipment" located in Flood Zones A or V of the Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA).
3. Coverage provided under this Coverage Extension does not include:
 - a. The cost to repair (other than the expense to dry out) or replace such "Covered Equipment"; or
 - b. Any other resulting loss or expense.
4. The most we will pay under this Coverage Extension is the least of:
 - a. The applicable Property Damage Limit of Insurance;
 - b. The actual cash value of such damaged electrical "Covered Equipment"; or
 - c. \$.

This limit is part of, not in addition to, the Property Damage Limit of Insurance.

5. The deductible for coverage under this Coverage Extension is included within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **A. COVERAGE, 5. Coverage Extensions:**

Drying Out Coverage

1. We will pay the expenses you incur to dry out any electrical "object" if such electrical "object" requires drying out as a result of:
 - a. Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by wind or not;
 - b. Mudflow or mudslides; or
 - c. Water damage caused by backup of sewers, drains, or drainage piping; all whether naturally occurring or due to man-made or other artificial causes.
2. Coverage provided under this extension does not apply to any electrical "object" located in Flood Zones A or V of the Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA).
3. Coverage provided under this extension does not include:
 - a. The cost to repair (other than the expense to dry out) or replace such "object"; or
 - b. Any other resulting loss or expense.
4. The most we will pay under this extension is the least of:
 - a. The applicable Direct Damage Limit of Insurance;

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b. The actual cash value of such damaged electrical "object"; or

c. \$.

This limit is part of, not in addition to, the Direct Damage Limit of Insurance.

5. The deductible for coverage under this extension is included within the Direct Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT WITH LIMITED COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Location

"Covered Equipment"

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

with respect to "Covered Equipment" shown in the Schedule above, paragraph **F. Definitions, 1. "Breakdown"** a. is deleted and replaced with the following:

- 1. "Breakdown"**

a. "Breakdown" means a sudden and accidental tearing asunder of the "Covered Equipment" or a part of the "Covered Equipment". This tearing asunder must be caused by pressure of water or steam in the "Covered Equipment".

- B.** When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

EQUIPMENT BREAKDOWN

the following will apply.

1. In the Schedule above, "Covered Equipment" is replaced with "Object(s)".
2. With respect to "objects" shown in the Schedule above, the first paragraph of **F. Definitions, 1. "Accident"** is deleted and replaced with the following:

1. **"Accident"** means a sudden and accidental tearing asunder of the "object" or a part of the "object". This tearing asunder must be caused by pressure of water or steam in the "object".

None of the following is an "accident":

- (1) Cracking

- (2) Depletion, deterioration, corrosion or erosion;
- (3) Functioning of any safety or protective device;
- (4) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (5) Wear and tear.

If a strike, riot, civil commotion, act of sabotage, or vandalism results in an "accident" this insurance applies. However, the War or Military Action Exclusion and the Conditions of this Coverage Part still apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HYDRO TURBINE LIMITATION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

- A.** The following applies when this Endorsement is part of a Coverage Part including:
EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,
1. Paragraph **F. Definitions, 8. "Covered Equipment", b.(11)** is deleted and replaced with the following:
(11) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment", including penstock, draft tube, well casing, watershaft, power tunnel, flume, canal, tail race or discharge tunnel; or
 2. The following is added to paragraph **B. Exclusions:**
Hydro Turbines
Collision or impact to a hydro turbine.
- B.** The following applies when this Endorsement is part of a Coverage Part including:
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,
1. Paragraph **F. Definitions, 8. "Covered Equipment", b.(7)** is deleted and replaced with the following:
(7) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment", including penstock, draft tube, well casing, watershaft, power tunnel, flume, canal, tail race or discharge tunnel; or
 2. The following is added to paragraph **B. Exclusions:**
Hydro Turbines
Collision or impact to a hydro turbine.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KILN EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to paragraph **F. Definitions, 9. "Covered Property", b.:**

"Covered Property" does not mean:

Any kiln, including its metal structure, support beams, and insulating or refractory materials.

- B.** When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to paragraph **F. Definitions, 3. "Builder's Risk Property", b.:**

"Builder's Risk Property" does not mean any:

Kiln, including its metal structure, support beams, and insulating or refractory materials.

- C.** When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to paragraph **A. COVERAGE, 2. Property Not Covered:**

Covered Property does not include any:

Kiln, including its metal structure, support beams, and insulating or refractory materials.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KILN AND ASSOCIATED EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to paragraph **F. Definitions, 9. "Covered Property", b.:**

"Covered Property" does not mean:

Any kiln, including its metal structure, support beams, and insulating or refractory materials, internal chains, balls and dams, burners, conveyors, economizer, enclosed gear sets, fans and blowers, fuel trains, girth or ring gears, heating and cooling coils, monitoring or control systems, pinion gears, primary and emergency drive systems, scrubber, shafting, tires, trunnions, waste heat exchanger and any other "Covered Equipment" mounted on or used solely with the kiln.

- B.** When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to paragraph **F. Definitions, 3. "Builders Risk Property", b.:**

"Builders Risk Property" does not mean any:

Kiln, including its metal structure, support beams, and insulating or refractory materials,

internal chains, balls and dams, burners, conveyors, economizer, enclosed gear sets, fans and blowers, fuel trains, girth or ring gears, heating and cooling coils, monitoring or control systems, pinion gears, primary and emergency drive systems, scrubber, shafting, tires, trunnions, waste heat exchanger and any other "Builders Risk Property" mounted on or used solely with the kiln.

- C.** When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to paragraph **A. COVERAGE, 2. Property Not Covered:**

Covered Property does not include any:

Kiln, including its metal structure, support beams, and insulating or refractory materials, internal chains, balls and dams, burners, conveyors, economizer, enclosed gear sets, fans and blowers, fuel trains, girth or ring gears, heating and cooling coils, monitoring or control systems, pinion gears, primary and emergency drive systems, scrubber, shafting, tires, trunnions, waste heat exchanger and any other "object" mounted on or used solely with the kiln.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARGIN CLAUSE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including:
- EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,
- paragraph **C. Limits of Insurance, 2.b.** is deleted and replaced with the following:
- b.** A Limit of Insurance is shown in the Declarations or elsewhere in this Coverage Part, we will not pay more than the lesser of:
- (1)** 110% of the individually stated value for each Covered Premises for each applicable coverage as shown in the latest report of values or other documentation on file with us; or
 - (2)** The applicable Limit of Insurance.
- B.** When this Endorsement is part of a Policy including:
- BOILER AND MACHINERY COVERAGE FORM, BM 00 25,
- paragraph **C. Limits of Insurance, 1.** is deleted and replaced with the following:
- 1.** We will not pay more than the lesser of:
 - a.** 110% of the individually stated value for each covered location for each applicable coverage as shown in the latest report of values or other documentation on file with us; or
 - b.** The applicable Limit of Insurance shown in the Declarations or elsewhere in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TIME ELEMENT – MAXIMUM DAILY INDEMNITY LIMIT

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Business Income Maximum Daily Indemnity Limit:

Extra Expense Maximum Daily Indemnity Limit:

Utility Interruption Maximum Daily Indemnity Limit:

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

if you have selected Business Income Coverage Extension, Extra Expense Coverage Extension or Utility Interruption-Time Element Coverage Extension, the following is added to each selected coverage:

1. The most we will pay for loss each "Day" is the applicable Maximum Daily Indemnity Limit shown in the Schedule above. But in no event will we pay more than the Limit of Insurance for the applicable Coverage Extension shown in the Declarations or elsewhere in this Coverage Part.

2. The following is added to paragraph **F. Definitions**:

"Day" means a period of 24 consecutive hours.

B. When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

if you have selected Delay in Start Up Coverage Extension, "Soft Costs" Coverage Extension or Utility Interruption Coverage Extension, the following is added to each selected coverage:

1. The most we will pay for loss each "Day" is the applicable Maximum Daily Indemnity Limit shown in the Schedule above. But in no event will we pay more than the Limit of Insurance for the applicable Coverage Extension shown

in the Declarations or elsewhere in this Coverage Part.

2. The following is added to paragraph **F. Definitions**:

"Day" means a period of 24 consecutive hours.

3. As used in the Schedule above, it is agreed that:

a. Business Income Maximum Daily Indemnity Limit is replaced with Delay in Start Up Maximum Daily Indemnity Limit; and

b. Extra Expense Maximum Daily Indemnity Limit is replaced with "Soft Costs" Maximum Daily Indemnity Limit.

C. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

if any Business Interruption, Extra Expense or Service Interruption coverage is endorsed on to this Coverage Part, the following is added to each endorsed coverage:

1. The most we will pay for loss each "day" is the applicable Maximum Daily Indemnity Limit shown in the Schedule above. But in no event will we pay more than the Limit of Loss for the applicable coverage as shown in the Schedule on the coverage endorsement.

2. The following is added to paragraph **F. DEFINITIONS**:

"Day" means a period of 24 consecutive hours.

3. As used in the Schedule above, it is agreed that:

EQUIPMENT BREAKDOWN

- a.** Business Income Maximum Daily Indemnity Limit is replaced with Business Interruption Maximum Daily Indemnity Limit; and
- b.** Utility Interruption Maximum Daily Indemnity Limit is replaced with Service Interruption (SI) Maximum Daily Indemnity Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARINE EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to **F. Definitions, 9. "Covered Property", b.:**

"Covered Property" does not mean:

"Covered Equipment" mounted on or used with any type of floating structure.

- B.** When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to **F. Definitions, 3. "Builder's Risk Property", b.:**

"Builder's Risk Property" does mean any:

"Covered Equipment" mounted on or used with any type of floating structure.

- C.** When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **A. COVERAGE, 2. Property Not Covered:**

Covered Property does not include any:

"Object" mounted on or used with any type of floating structure.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DECLARATIONS AMENDMENT – MID-TERM CHANGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Premises	Coverage, Coverage Extension or Limitation	Limit of Insurance	Deductible
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A. The Covered Premises as shown in the Declarations or elsewhere in this Coverage Part are amended to include the Premises shown in the Schedule above, effective _____ at the time of day the policy becomes effective.

With respect to the Premises listed in the Schedule above, the Limit(s) of Insurance and Deductible(s) shown in the Declarations or elsewhere in this Coverage Part are deleted and replaced with the Limit(s) of Insurance and Deductible(s) shown in the Schedule above. All other Limit(s) of Insurance and Deductible(s) in the Declarations or

elsewhere in this Coverage Part remain unchanged.

B. When this Endorsement is is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE
FORM, BM 00 25,

it is agreed that as used in the Schedule and paragraph **A.** above:

The term Premises is deleted and replaced with Location(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLTEN MATERIAL EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

The following is added to paragraph **B. Exclusions:**

We will not pay for loss or damage caused directly or indirectly by molten material. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLTEN MATERIAL LIMIT

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Molten Material Property Damage:

Molten Material Business Income:

Molten Material Extra Expense:

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Molten Material Limitation

The most we will pay for all loss or damage caused by the discharge or leakage of molten material as a direct result of a "Covered Cause of Loss" is the applicable Limit of Insurance in the Schedule above.

These limits are part of, not in addition to, the Total Limit per Breakdown.

B. When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

it is agreed that as used in the Schedule above:

1. Molten Material Business Income is replaced with Molten Material Delay in Start Up; and

2. Molten Material Extra Expense is replaced with Molten Material "Soft Costs".

C. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following will apply.

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

Molten Material Limitation

The most we will pay for all loss or damage caused by the discharge or leakage of molten material as a result of an "accident" to an "object" is the applicable Limit of Insurance in the Schedule above.

These limits are part of, not in addition to, the "Total Limit per Accident".

2. It is agreed that as used in the Schedule above:

1. Molten Material Property Damage is replaced with Molten Material Direct Damage; and

2. Molten Material Business Income is replaced with Molten Material Business Interruption.

THIS ENDORSEMENT CHANGES THE POLICY.PLEASE READ IT CAREFULLY.

NEWLY ACQUIRED LOCATIONS – EXCLUDED OCCUPANCIES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to paragraph **A. Coverage, 2. Coverage Extensions and Limitations, I. Newly Acquired Locations Coverage Extension:**

However, this Coverage Extension shall not apply to any newly acquired location that is operated for any of the following occupancies:

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to paragraph **A. COVER-AGE, 2. Coverage Extensions, b. Automatic Coverage for a Newly Acquired Location:**

However, this automatic coverage shall not apply to any newly acquired location that is operated for any of the following occupancies:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEWLY ACQUIRED LOCATIONS – RESTRICTION FOR FINANCIAL INSTITUTIONS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to paragraph **A. Coverage, 2. Coverage Extensions and Limitations, I. Newly Acquired Locations Coverage Extension:**

This Coverage Extension applies only to any acquired location that is operated as a bank or other financial institution.

However, this Coverage Extension does not apply to any location acquired through foreclosure proceedings.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to paragraph **A. COVERAGE, 5. Coverage Extensions, b. Automatic Coverage for a Newly Acquired Location:**

This automatic coverage applies only to any acquired location that is operated as a bank or other financial institution.

However, this coverage does not apply to any location acquired through foreclosure proceedings.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEWLY ACQUIRED LOCATIONS – SPECIFIED OCCUPANCIES ONLY

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to paragraph **A. Coverage, 2. Coverage Extensions and Limitations, I. Newly Acquired Locations Coverage Extension:**

This Coverage Extension applies only to any newly acquired location that is operated for any of the following occupancies:

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to paragraph **A. COVERAGE, 5. Coverage Extensions, b. Automatic Coverage for a Newly Acquired Location:**

This automatic coverage applies only to any newly acquired location that is operated for any of the following occupancies:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CODE PRESSURE VESSEL EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

paragraph **F. Definitions, 8. "Covered Equipment", b. (8)** is deleted and replaced with the following:

(8) Pressure or vacuum equipment unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or a code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors.

B. When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

paragraph **F. Definitions, 8. "Covered Equipment", b. (4)** is deleted and replaced with the following:

(4) Pressure or vacuum equipment unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or a code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors.

C. When this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), BM 00 30, or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), BM 00 31,

paragraph **B. (3)** is deleted and replaced with the following:

(3) Pressure or vacuum equipment unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or a code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GREEN COVERAGE ENHANCEMENTS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

A. The following coverage extension is added to section A. Coverage, 2. Coverage Extensions and Limitations:

Green Alternatives Coverage Extension

(1) With respect to "Covered Property" that was damaged as a result of a "Covered Cause of Loss", we will pay for:

(a) The reasonable additional cost you incur to repair or replace the damaged or destroyed portions of the "Covered Property" (except as may be provided under **E. Conditions, 1. Loss Conditions, I. Valuation, (2) New Generation**) using products or materials that:

- (i)** Are "Green" alternatives to the products or materials of the damaged or destroyed "Covered Property", in accordance with the documented standards of a "Green Authority"; and
- (ii)** Are otherwise of comparable quality and function to the damaged or destroyed "Covered Property";

(b) The reasonable additional cost you incur to employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the damaged or destroyed "Covered Property", in accordance with the documented standards of a "Green Authority"; and

(c) If, as a direct result of the "Covered Cause of Loss", the pre-loss level of "Green" certification by a "Green Authority" on the "Covered Property" is lost, we will pay for the following reasonable additional expenses you incur to re-attain the pre-loss level of "Green" certification from that "Green Authority":

- (i)** The reasonable additional expense you incur to hire a qualified engineer or other professional required by the "Green Authority" to be involved in:

a. Designing, overseeing or documenting the repair or replacement of the damaged or destroyed "Covered Property"; or

b. Testing and recalibrating the systems and mechanicals of the damaged or destroyed "Covered Property" to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer; and

- (ii)** The reasonable registration and recertification fees charged by the "Green Authority".

Coverage provided under **(1)(c)** applies to the additional expenses described above that you incur to achieve the pre-loss level of "Green" certification in accordance with the standards of the "Green Authority" that exist at the time of repair or replacement, even if the standards have changed since the original certification was achieved.

(2) Coverage provided under **(1)(a)-(c)** above applies only if replacement cost valuation applies to the damaged or destroyed "Covered Property" and then only if the "Covered Property" is actually repaired or replaced as soon as reasonably possible after the "Covered Cause of Loss".

(3) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the loss incurred during the time necessary to:

(a) Repair or replace the damaged or destroyed portions of the "Covered Property" using products or materials that:

- (i)** Are "Green" alternatives to the products or materials of the damaged or destroyed "Covered Property", in ac-

EQUIPMENT BREAKDOWN

- cordance with the documented standards of a "Green Authority"; and
- (ii) Are otherwise of comparable quality and function to the damaged or destroyed "Covered Property"; and
 - (b) Employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the damaged or destroyed "Covered Property", in accordance with the documented standards of a "Green Authority".
- (4) The most we will pay for coverage provided under this coverage extension for any "One Breakdown" is the least of:
- (a) The sum of:
 - (i) 5% of the amount we would otherwise pay for loss covered under **A. Coverage, 1. Property Damage**, prior to the application of any applicable deductible, for loss or expense covered under **(1)** above; plus
 - (ii) 5% of the amount we would otherwise pay for loss covered under the applicable Business Income Coverage Extension or Extra Expense Coverage Extension, prior to the application of any applicable deductible, for "business income" or "extra expense" covered under **(3)** above; or
 - (b) \$25,000.

This limit is part of, not in addition to, the "Total Limit Per Breakdown" in the Declarations.

B. CONDITIONS

The following provision is added to section **E. Conditions, 1. Loss Conditions, I. Valuation**:

Except as specifically provided under the **Green Alternatives – Increased Costs Coverage Extension** the cost to repair, rebuild or replace "Covered Property" does not include any increased cost incurred to re-attain a pre-loss level of "Green" certification from a "Green Authority".

C. DEFINITIONS

1. The following are added to paragraph **F. Definitions**:

- a. **"Green"** means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.
- b. **"Green Authority"** means a recognized authority on "Green" building or "Green" products, materials or processes.

2. The following is added to the definition of "Period of Restoration":

"Period of Restoration" does not include any increased period required to re-attain a pre-loss level of "Green" certification from a "Green Authority". But this does not apply to any increase in the "Period of Restoration" otherwise insured under the **Green Alternatives – Increased Period of Restoration Coverage Extension**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINARY PAYROLL EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following shall apply.

1. Paragraph **F. Definitions**, 2. "**Business Income**" is deleted and replaced with the following:
 2. "Business Income" means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, excluding "Ordinary Payroll".
2. In determining the operating expenses for the policy year for coinsurance purposes, operating expenses will not include "Ordinary Payroll" expenses.

B. When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following shall apply.

1. Paragraph **F. Definitions**, 4. "**Business Income**" is deleted and replaced with the following:
 4. "Business Income" means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, excluding "Ordinary Payroll".
2. In determining the operating expenses for the policy year for coinsurance purposes, operating expenses will not include "Ordinary Payroll" expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINARY PAYROLL LIMITATION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following will apply.

1. Paragraph **F. Definitions**, 2. "**Business Income**" is deleted and replaced with the following:

2. "Business Income" means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including your "Ordinary Payroll" as provided in 2.c. below.

c. "Ordinary Payroll" is covered for:

- 90 consecutive days
- 180 consecutive days
- 270 consecutive days

following the date of the "Covered Cause of Loss".

2. In determining the operating expenses for the policy year for coinsurance purposes, payroll expenses will include "Ordinary Payroll" for the number of days indicated in A.1. above. If "Ordinary Payroll" varies during the policy year, the period of greatest "Ordinary Payroll" will be used.

B. When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following will apply.

1. Paragraph **F. Definitions**, 4. "**Business Income**" is deleted and replaced with the following:

4. "Business Income" means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including your "Ordinary Payroll" as provided in 4.c. below.

c. "Ordinary Payroll" is covered for:

- 90 consecutive days
- 180 consecutive days
- 270 consecutive days

following the date of the "Covered Cause of Loss".

2. In determining the operating expenses for the policy year for coinsurance purposes, payroll expenses will include "Ordinary Payroll" for the number of days indicated in B.1. above. If "Ordinary Payroll" varies during the year, the period of greatest "Ordinary Payroll" will be used.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OVEN, STOVE, FURNACE, INCINERATOR, POT, KILN EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

The following is added to **F. Definitions, 8. "Covered Equipment", b.:**

"Covered Equipment" does not mean any:

Oven, stove, furnace, incinerator, pot or kiln. However, we will pay for damage caused by a "Breakdown" to "Covered Equipment" which is mounted on or used solely with any oven, stove, furnace, incinerator, pot or kiln, as otherwise insured under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PORTABLE EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

SCHEDULE

Description of "Portable Equipment":

Premises of "Portable Equipment":

Coverage	Limit of Insurance	Deductible
"Portable Equipment" Property Damage:		
"Portable Equipment" Business Income:		
"Portable Equipment" Extra Expense:		

A. The following is added to A. Coverage, 2. Coverage Extensions and Limitations:

Portable Equipment Coverage Extension

- (1)** We will pay for loss or damage to "Covered Property" as a direct result of a "Breakdown" to "Portable Equipment" described in the Schedule above, located at the Premises shown in the Schedule above, subject to the following conditions:
 - a.** Such equipment is "Covered Property" and is operated by you or by someone you have designated to operate the equipment; and
 - b.** Such equipment is in use or connected and ready for use.
- (2)** If you have selected the Business Income Coverage Extension or the Extra Expense Coverage Extension, the applicable coverage is extended to cover loss incurred as a direct result of a "Breakdown" to "Portable Equipment" as identified in paragraph **(1)** above.
- (3)** Coverage provided under this Coverage Extension applies despite paragraph **F. Definitions, 8. "Covered Equipment", b.(12)**. "Portable Equipment" may be used with or mounted upon a vehicle or floating vessel. However, coverage provided under this Cov-

erage Extension does not apply to any "Covered Equipment" used in the operation or propulsion of a vehicle or floating vessel.

- (4)** The most we will pay for loss or damage as a result of a "Breakdown" to any "Portable Equipment" is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown".
 - (5)** We will not pay for loss or damage under this Coverage Extension until the amount of loss or damage exceeds the applicable deductible in the Schedule above.
- B.** With respect to coverage provided under this Endorsement, the following is added to **B. Exclusions**:
- We will not pay for any loss or expense resulting directly or indirectly from a "Breakdown" if such "Breakdown" results from or is caused by capsizing, collapse, collision, upset or overturning of the "Portable Equipment", the vehicle or floating vessel by which the "Portable Equipment" is transported or the platform or other base on which the "Portable Equipment" is positioned.
- C.** With regard to coverage provided under this Endorsement, Covered Premises includes any Premises shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RBC EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.:**

"Covered Equipment" does not mean any:
Rotating Biological Contractor (RBC), including any shaft, cylinder disk or support forming a part of an RBC. However, we will pay for

damage caused by a "Breakdown" to a motor or gear set used to drive an RBC, as otherwise insured under this Coverage Part.

B. When this Endorsement is part of a Policy including any OBJECT DEFINITIONS, the following is added to such OBJECT DEFINITIONS:

"Object" does not mean any Rotating Biological Contractor (RBC), including any shaft, cylinder disk or support forming a part of an RBC. However, we will pay for damage caused by an "accident" to a motor or gear set used to drive an RBC, as otherwise insured under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REFRIGERATED TRUCKS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

A. Paragraph A. Coverage, 2. Coverage Extensions and Limitations, C. Spoilage Damage Coverage Extension is amended by adding the following:

SCHEDULE

Location(s):

Limit of Insurance:

Deductible:

We will also pay for spoilage damage to "Perishable Goods" that are stored in refrigerated trucks or trailers at location(s) shown in the Schedule above when such spoilage damage is caused by a "Covered Cause of Loss". Coverage provided under this paragraph applies despite paragraph **F. Definitions, 8. "Covered Equipment", b.(12).**

B. With respect to coverage provided under this Endorsement, paragraph **B. Exclusions** is amended by adding the following:

We will not pay for loss or damage caused by or resulting from:

1. Your failure to provide adequate fuel supply for the refrigeration equipment;
2. Willful destruction of, or damage to, refrigeration equipment by an employee of yours or by others; or

3. Collision, collapse, upset or overturning of the truck or trailer.

C. The most we will pay under this Endorsement is the Limit of Insurance specified in the Schedule above. This limit is part of, not in addition to, the Spoilage Damage Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

D. We will not pay for loss or damage under this Endorsement until the amount of loss or damage exceeds the Deductible in the Schedule above.

E. With respect to coverage provided under this Endorsement, it is agreed that Covered Premises includes the Locations shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCOREBOARD EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.**

"Covered Equipment" does not mean any:

Scoreboard or tote board, including any associated computerized equipment, motors and gears.

B. When this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), BM 00 30; or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), BM 00 31;

the following is added to paragraph **B.:**

"Object" does not mean any:

Scoreboard or tote board, including any associated computerized equipment, motors and gears.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECONDARY ELECTRICAL APPARATUS EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.:**

"Covered Equipment" does not mean any:

Electrical apparatus forming a part of the electrical connection between the secondary terminal of any arc or induction furnace transformer and the furnace which it supplies, or any electrical equipment forming a part of the furnace.

B. When this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), BM 00 30; or
OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), BM 00 31;

the following is added to paragraph **B.:**

"Object" does not mean any:

Electrical apparatus forming a part of the electrical connection between the secondary terminal of any arc or induction furnace transformer and the furnace which it supplies, or any electrical equipment forming a part of the furnace.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SKATING RINK – BURIED VESSELS AND PIPING EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

paragraph **F. Definitions, 8. "Covered Equipment"**, **b.(10)** is deleted and replaced with the following:

(10) Pressure vessels and piping that are buried below ground (including vessels and piping that are buried in or under ice or cement) and require the excavation of materials to inspect, remove, repair or replace; or

- B.** When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

paragraph **F. Definitions, 8. "Covered Equipment"**, **b.(6)** is deleted and replaced with the following:

(10) Pressure vessels and piping that are buried below ground (including vessels and piping that are buried in or under ice or cement) and require the excavation of materials to inspect, remove, repair or replace; or

- C.** When this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES), BM 00 30; or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), BM 00 31,

paragraph **B. 5.** is deleted and replace with the following:

5. Pressure vessels or piping that are buried below ground (including vessels or piping that are buried in or under ice or cement) and require the excavation of materials to inspect, remove, repair or replace;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPARES ENDORSEMENT

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

COLUMN A EQUIPMENT

COLUMN B "VIABLE SPARE"

- A.** When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, BM T1 00; or

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, BM T1 01,

the following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Spares Limitation

- 1.** If:

- a.** "Covered Equipment" shown in Column A above is damaged as a direct result of a "Breakdown", and
- b.** The applicable "Viable Spare" identified in Column B above is not available for immediate use at the Covered Premises where the "Breakdown" occurred,

then we will not pay for any increase in loss or expense beyond what the loss or expense would have been if the "Viable Spare" had been available for immediate use at the Covered Premises.

- 2.** As used in this Limitation, "Viable Spare" means "Covered Equipment" or part of "Covered Equipment" as described in Column B above which is capable of restoring or replacing the damaged "Covered Equipment" to 100% of its operating capability prior to the "Breakdown".
- 3.** In the event a "Viable Spare" identified in Column B above is installed or put into use as the result of a "Breakdown" to "Covered

Equipment" identified in Column A, this Limitation will not apply to such "Covered Equipment" during the period of time that begins on the date of such "Breakdown" and ends on the date such "Viable Spare" should be replaced with reasonable speed.

- B.** When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **C. LIMITS OF INSURANCE:**

Spares Limitation

- 1.** If:

- a.** An "object" shown in Column A above is damaged as a direct result of an "accident", and
- b.** The applicable "viable spare" identified in Column B above is not available for immediate use at the covered Location where the "accident" occurred,

then we will not pay for any increase in loss or expense beyond what the loss or expense would have been if the "viable spare" had been available for immediate use at the covered Location.

- 2.** As used in this limitation, "viable spare" means an "object" or part of an "object" as described in Column B above which is capable of restoring or replacing the damaged "object" to 100% of its operating capability prior to the "accident".

EQUIPMENT BREAKDOWN

3. In the event a "Viable Spare" identified in Column B above is installed or put into use as the result of an "accident" to an "object" identified in Column A, this Limitation will not ap-

ply to such "object" during the period of time that begins on the date of such "accident" and ends on the date such "Viable Spare" should be replaced with reasonable speed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUSPENSION / REINSTATEMENT OF COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Suspension

Reinstatement

Premises:

Description Of Equipment:

Effective Date:

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

1. Suspension

If Suspension is indicated in the Schedule, insurance under this Coverage Part is suspended as of the Effective Date shown in the Schedule against loss from a "Breakdown" to the Equipment described in the Schedule and located at the Premises shown in the Schedule in accordance with the terms of paragraph **E. Conditions, 2. General Conditions, j. Suspension.**

2. Reinstatement

If Reinstatement is indicated in the Schedule, insurance under this Coverage Part is reinstated as of the Effective Date shown in the Schedule for the Equipment described in the Schedule and located at the Premises shown in the Schedule in accordance with the terms of paragraph **E. Conditions, 2. General Conditions, j. Suspension.**

B. When this Endorsement is part of a Policy including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

1. Suspension

If Suspension is indicated in the Schedule, insurance under this Coverage Part is suspended as of the Effective Date shown in the Schedule against loss from an "accident" to the Equipment described in the Schedule and located at the Premises shown in the Schedule in accordance with the terms of paragraph **E. BOILER AND MACHINERY CONDITIONS, 2. General Conditions, h. Suspension.**

2. Reinstatement

If Reinstatement is indicated in the Schedule, insurance under this Coverage Part is reinstated as of the Effective Date shown in the Schedule for the Equipment described in the Schedule and located at the Premises shown in the Schedule in accordance with the terms of paragraph **E. BOILER AND MACHINERY CONDITIONS, 2. General Conditions, h. Suspension.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFF PREMISES EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following shall apply.

1. The following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Off Premises Equipment Coverage Extension

a. If you have transportable "Covered Equipment" that, at the time of the "Breakdown", is within the Coverage Territory but is at a temporary location that is not a Covered Premises described in the Declarations or any other location owned, leased or operated by you, we will pay for direct damage caused by a "Breakdown" to such "Covered Equipment".

b. The most we will pay for loss under this Coverage Extension is \$. This limit is part of, not in addition to, the Property Damage Limit of Insurance.

2. With respect to coverage provided under this Endorsement, the following is added to **B. Exclusions:**

We will not pay for any loss or damage resulting directly or indirectly from a "Breakdown" to transportable "Covered Equipment", if the "Breakdown" results from or is caused by capsizing, collapse, collision, impact ,upset or overturning of the transportable "Covered Equipment" or the vehicle on which the "Covered Equipment" is mounted or transported.

3. With regard to coverage provided under this Endorsement, Covered Premises includes the temporary locations of the transportable "Covered Equipment".

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM

the following shall apply.

1. The following is added to **A. COVERAGE, 5. Coverage Extensions:**

Off Premises Equipment

a. If you have transportable "object(s)" that, at the time of the "accident", are within the coverage territory but are at a temporary location that is not a covered Location described in the Declarations or any other location owned, leased or operated by you, we will pay for direct damage to such "object(s)" caused by an "accident".

b. The most we will pay for loss under this coverage extension is \$. This limit is part of, not in addition to, the Direct Damage Limit of Insurance.

2. With respect to coverage provided under this Endorsement, the following is added to **B. EXCLUSIONS:**

We will not pay for any loss or damage caused directly or indirectly by an "accident" to transportable "object(s)", if the "accident" results from or is caused by capsizing, collapse, collision, impact, upset or overturning of the transportable "object(s)" or the vehicle on which the "object(s)" are mounted or transported.

3. With regard to coverage provided under this Endorsement, covered Locations include the temporary locations of the transportable "object(s)".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TUITION AND FEES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

Paragraph **F. Definitions, 2. "Business Income"** is deleted and replaced with the following:

2. "Business Income":

a. "Business Income" means the Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred, including income from:

- (1)** Bookstore sales and food service (except meal contracts);
- (2)** Commissions or rents from concessionaires;
- (3)** Laboratory and other fees;

(4) On premises athletic, entertainment and other events (including ticket sales and other associated income);

(5) Rental income from leased educational and investment property;

(6) Room and board (dormitory fees and meal contracts); and

(7) Tuition and fees (net of scholarships and non-repayable financial aid); and

(8) Continuing normal operating expenses incurred, including "Ordinary Payroll".

b. "Business Income" does not include income from research grants, royalties or patents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TURBINE UNITS LIMITATION – EXPLOSION COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

SCHEDULE

PREMISES

"TURBINE UNIT"

A. With regard to any "Turbine Unit" listed in the Schedule above, paragraphs **F. Definitions, 1.** and **8.** are deleted and replaced by the following:

1. "Breakdown"

a. "Breakdown" means the following direct physical loss that causes physical damage to any "Turbine Unit" shown in the Schedule above and necessitates its repair or replacement:

- (1)** Explosion of any casing, combustor, duct, piping, precooler, intercooler, regenerator, or heat exchanger, forming a part of a gas turbine, caused by pressure of gas, liquid or vapor therein;
- (2)** Breaking of the casing of any driving turbine, or the casing of any driven compressor, pump or auxiliary turbine of the "Turbine Unit", into two or more separate parts; or
- (3)** Breaking of any spindle, rotor or shaft of the "Turbine Unit", into two or more separate parts.

b. "Breakdown" does not mean or include:

- (1)** Breaking of any blade, bucket or vane whether or not it forms a part of a spindle, rotor or shaft;
- (2)** Breaking of any shroud ring or other fastening, any gear, or coupling;
- (3)** Breaking of any structure or foundation supporting the "Turbine Unit" or any part of the "Turbine Unit";
- (4)** Breaking or loosening of any electrical conductor or its insulation, or of any band wire, retaining ring, wedge or their fastenings of any electric generator even when such damage is a result of any "Breakdown" to the "Turbine Unit";
- (5)** Cracking of any part of an internal combustion gas turbine exposed to the products of combustion;
- (6)** Defects, erasures, errors, limitations or viruses in "Computer Equipment", "Electronic Data", "Media" or programs, including the inability to recognize and process any date or time or provide instructions to any "Turbine Unit". However, if a "Breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded;

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- (7) Explosion, breaking or cracking of any gasket, rupture disc, shaft seal or seal strip or diaphragm;
 - (8) Functioning of any safety or protective device;
 - (9) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - (10) Loosening of any assembled parts; or
 - (11) Malfunction including adjustment, alignment, calibration, cleaning or modification.
8. **"Covered Equipment"** means any "Turbine Unit" listed in the Schedule above.
- B. With regard to coverage provided under this Endorsement, the following is added to paragraph F. **Definitions:**
- "Turbine Unit"** means any turbine, including any of the following associated equipment mounted on or used with such turbine:
- a. Auxiliary steam turbine;
 - b. Combustor, duct, piping, precooler, intercooler, regenerator or heat exchanger forming a part of a gas turbine; and
 - c. Compressor or pump on any shaft of the driving turbine or turbines.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER DAMAGE SUBLIMITS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, paragraph **A. Coverage, 2. Coverage Extensions and Limitations, o. Water Damage Limitation** is deleted and replaced with the following:

o. Water Damage Limitation

If "Covered Property" is damaged by water as a direct result of a "Covered Cause of Loss", the most we will pay for such physical damage, including salvage expense is the Limit of

(1) Water Damage Property Damage:

(2) Water Damage Business Income:

(3) Water Damage Extra Expense:

B. When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, paragraph **C. LIMITS OF INSURANCE, 2. d. Water Damage Limitation** is deleted and replaced with the following:

d. Water Damage Limitation

If Covered Property is damaged by water as a direct result of a Covered Cause of Loss, the most we will pay for this kind of damage, including salvage expense, is the Limit of In-

(1) Water Damage Direct Damage:

(2) Water Damage Business Interruption:

(3) Water Damage Extra Expense:

Insurance indicated below for Water Damage Property Damage.

If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the most we will pay under those Coverage Extensions for loss caused by water is the applicable Limit of Insurance indicated below for Water Damage Business Income or Water Damage Extra Expense.

These limits are part of, not in addition to, the "Total Limit per Breakdown".

Insurance indicated below for Water Damage Direct Damage.

If you have selected Business Interruption or Extra Expense coverage, the most we will pay under those coverages for loss caused by water is the applicable Limit of Insurance indicated below for Water Damage Business Interruption or Water Damage Extra Expense.

These limits are part of, not in addition to, the "Total Limit per Accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTION MACHINES LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

COVERAGE	SCHEDULE LIMIT OF INSURANCE	DEDUCTIBLE
"Production Machines" Property Damage		
"Production Machines" Business Income		
"Production Machines" Extra Expense		

A. If this Endorsement is part of a Coverage Part including:
EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,
the following will apply.

1. The following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**
Production Machines Limitation

a. The most we will pay for loss or damage as a result of a "Breakdown" to "Production Machines" is the applicable Limit of Insurance shown in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown".

b. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

c. As used in this Limitation, "Production Machines" means any production or process machine or apparatus that processes, forms, cuts, shapes, or grinds raw materials, materials in process or finished products, including all "Covered Equipment" that is used solely with or forms an integral part of the production or process machine or apparatus. However, "Production Machines" does not include any:

(1) Pressure vessel or vacuum vessel, other than any cylinder containing a movable plunger or piston;

(2) Pump, compressor, fan or blower that conveys raw materials, materials in process or finished products;

(3) Separate enclosed gear set connected by a coupling, clutch or belt; or

(4) Separate driving electrical or mechanical machine connected by a coupling, clutch or belt.

B. If this Endorsement is part of a Coverage Part including:
OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES), BM 00 31,
the following will apply to the BOILER AND MACHINERY COVERAGE FORM, BM 00 25:

1. The following is added to **C. LIMITS OF INSURANCE:**
Production Machines Limitation

a. The most we will pay for loss or damage as a result of an "accident" to "production machines" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".

EQUIPMENT BREAKDOWN

- b.** We will not pay for loss or damage under this limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.
- c.** As used in this limitation, "production machines" means any production or process machine or apparatus that processes, forms, cuts, shapes, or grinds raw materials, materials in process or finished products, including all "objects" that are used solely with or form an integral part of the production or process machine or apparatus. However, "production machines" does not include any:
 - (1)** Pressure vessel or vacuum vessel, other than any cylinder containing a movable plunger or piston;
 - (2)** Pump, compressor, fan or blower that conveys raw materials, materials in process or finished products;
 - (3)** Separate enclosed gear set connected by a coupling, clutch or belt; or
 - (4)** Separate driving electrical or mechanical machine connected by a coupling, clutch or belt.
- d.** It is agreed that as used in the Schedule above:
 - (1)** "Production Machines" Property Damage is replaced with "Production Machines" Direct Damage; and
 - (2)** "Production Machines" Business Income is replaced with "Production Machines" Business Interruption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERGROUND PRESSURE VESSEL AND PIPING COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following will apply.

1. Paragraph **F. Definitions**, **8. "Covered Equipment"**, **b.(10)** is deleted.
2. The following is added to **A. Coverage**, **2. Coverage Extensions and Limitations**:

Underground Pressure Vessel and Piping Limitation

The most we will pay for any excavation costs you incur to locate, uncover, remove or re-bury "Covered Property" is \$.

This limit is part of, not in addition to, the Property Damage Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

B. When this Endorsement is part of a Coverage Part including:

EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following will apply.

1. Paragraph **F. Definitions**, **8. "Covered Equipment"**, **b.(6)** is deleted.
2. The following is added to **A. Coverage**, **2. Coverage Extensions and Limitations**:

Underground Pressure Vessel and Piping Limitation

The most we will pay for any excavation costs you incur to locate, uncover, remove or re-bury "Covered Property" is \$.

This limit is part of, not in addition to, the Property Damage Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

C. When this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES, BM 00 30; or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES, BM 00 31,

the following will apply.

1. Paragraph **B. 5.** is deleted.
2. The following is added to **C. LIMITS OF INSURANCE** in BOILER AND MACHINERY COVERAGE FORM, BM 00 25:

Underground Pressure Vessel and Piping Limitation

The most we will pay for any excavation costs you incur to locate, uncover, remove or re-bury any "object" is \$.

This limit is part of, not in addition to, the Property Damage Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCAVATION AND CONSTRUCTION EQUIPMENT – ASSOCIATED EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

Specified "Covered Equipment": **SCHEDULE**

Covered Premises:

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

1. Paragraph **F. Definitions, 8. "Covered Equipment", b. (3)** is deleted and replaced with the following:

b. "Covered Equipment" does not mean any:

(3) Dragline, power shovel, excavation or construction equipment. However, we will pay for damage caused by a "Breakdown" to Specified "Covered Equipment" shown in the Schedule above which is mounted on or used solely with any dragline, power shovel, excavation or construction equipment, as otherwise insured under this Coverage Part;

2. Coverage provided under this Endorsement applies despite paragraph **F. Definitions, 8. "Covered Equipment", b.(12)**. Specified "Covered Equipment" shown in the Schedule above may be used with or mounted upon a vehicle, floating vessel or floating structure. However, coverage provided under this Endorsement does not apply to any "Covered Equipment" used in the operation or propulsion of a vehicle, floating vessel or floating structure.

3. With respect to coverage provided under this Endorsement, the following is added to **B. Exclusions**:

We will not pay for loss or damage caused directly or indirectly by capsizing, collapse, collision, impact, overturning or upset of any:

a. Specified "Covered Equipment" shown in the Schedule above;

b. Vehicle, floating vessel or floating structure by which the Specified "Covered Equipment", dragline, power shovel, excavation or construction is transported; or

c. Platform, floating structure or other base on which the Specified "Covered Equipment", dragline, power shovel, excavation or construction equipment is positioned.

Such loss or damage is excluded regardless or any other cause or event that contributes concurrently or in any sequence to the loss.

B. When this Endorsement is part of a Coverage Part including:

OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES, BM 00 30, or

OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES, BM 00 31,

EQUIPMENT BREAKDOWN

1. Paragraph **B. 10.** is deleted and replaced with the following:
 - B.** "Object" does not mean any:
 - 10. a.** Vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
 - 10. b.** Dragline, power shovel, excavation or construction equipment. However, we will pay for damage caused by an "accident" to a Specified "Object" shown in the Schedule above which is mounted on or used solely with any dragline, power shovel, excavation or construction equipment, as otherwise insured under this Coverage Part:
2. Coverage provided under paragraph **B.10.b.** applies despite paragraph **B.10.a.** Specified "Objects" shown in the Schedule above may be used with or mounted upon a vehicle, floating vessel or floating structure. However, coverage provided under paragraph **B.10.b.** does not apply to any "Object" used in the operation or propulsion of a vehicle, floating vessel or floating structure.
3. With respect to coverage provided under this Endorsement, the following is added to

BOILER AND MACHINERY COVERGE FORM, BM 00 25, paragraph B. EXCLUSIONS:

We will not pay for loss or damage caused directly or indirectly by capsizing, collapse, collision, impact, overturning or upset of any:

- a.** Specified "Object" shown in the Schedule above;
 - b.** Vehicle, floating vessel or floating structure by which the Specified "Object", dragline, power shovel, excavation or construction is transported; or
 - c.** Platform, floating structure or other base on which the Specified "Object", dragline, power shovel, excavation or construction equipment is positioned.
- Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
4. It is agreed that as used in the Schedule above:
 - a.** Specified "Covered Equipment" is replaced with Specified "Object"; and
 - b.** Covered Premises is replaced with Covered Location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCAVATION AND CONSTRUCTION EQUIPMENT – LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
 BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>	<u>DEDUCTIBLE</u>
"Excavation and Construction Equipment" Property Damage		
"Excavation and Construction Equipment" Business Income		
"Excavation and Construction Equipment" Extra Expense		
Covered Premises		
<p>A. When this Endorsement is part of a Coverage Part including <i>EnergyMax 21</i> EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,</p> <ol style="list-style-type: none"> 1. Paragraph F. Definitions, 8. "Covered Equipment", b. (3) is deleted. 2. Coverage provided under this Endorsement applies despite paragraph F. Definitions, 8. "Covered Equipment", b.(12). "Excavation and Construction Equipment" may be used with or mounted upon a vehicle, floating vessel or floating structure. However, coverage provided under this Endorsement does not apply to any "Covered Equipment" used in the operation or propulsion of a vehicle, floating vessel or floating structure. 3. With respect to coverage provided under this Endorsement, the following is added to B. Exclusions: We will not pay for loss or damage caused directly or indirectly by capsizing, collapse, collision, impact, overturning or upset of any: <ol style="list-style-type: none"> a. "Excavation and Construction Equipment"; b. Vehicle, floating vessel or floating structure by which the "Excavation and Construction Equipment" is transported; or 	<ol style="list-style-type: none"> c. Platform, floating structure or other base on which the "Excavation and Construction Equipment" is positioned. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss 4. With respect to coverage provided under this Endorsement, the following is added to F. Definitions. "Excavation and Construction Equipment" means draglines, power shovels, excavation and construction equipment, including any "Covered Equipment" mounted on or used solely with such equipment. 5. The following is added to A. Coverage, 2. Coverage Extensions and Limitations: "Excavation and Construction Equipment" Limitation <ol style="list-style-type: none"> a. The most we will pay for loss or damage as a result of a "Breakdown" to "Excavation and Construction Equipment" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown". b. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above. 	

EQUIPMENT BREAKDOWN

B. When this Endorsement is part of a Coverage Part including OBJECT DEFINITION NO. 5 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES, BM 00 30, or OBJECT DEFINITION NO. 6 – COMPREHENSIVE COVERAGE (EXCLUDING PRODUCTION MACHINES, BM 00 31,

1. Paragraph **B. 10.** is deleted and replaced with the following:

B. "Object" does not mean any:

10. Vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;

2. Coverage provided under this Endorsement applies despite paragraph **B.10.** "Excavation and Construction Equipment" may be used with or mounted upon a vehicle, floating vessel or floating structure. However, coverage provided under this Endorsement does not apply to any "object" used in the operation or propulsion of a vehicle, floating vessel or floating structure.

3. With respect to coverage provided under this Endorsement, the following is added to **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**, paragraph **B. EXCLUSIONS**:

We will not pay for loss or damage caused directly or indirectly by capsizing, collapse, collision, impact, overturning or upset of any:

- a. "Excavation and Construction Equipment";
- b. Vehicle, floating vessel or floating structure by which the "Excavation and Construction Equipment" is transported; or
- c. Platform, floating structure or other base on which the "Excavation and Construction Equipment" is positioned.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

4. With respect to coverage provided under this Endorsement, the following is added to **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**, paragraph **F. DEFINITIONS**:

"Excavation and Construction Equipment" means draglines, power shovels, excavation and construction equipment, including any "object" mounted on or used solely with such equipment.

5. The following is added to **BOILER AND MACHINERY COVERAGE FORM, BM 00 25**, paragraph **C. LIMITS OF INSURANCE, 2.:**

"Excavation and Construction Equipment" Limitation

a. The most we will pay for loss or damage as a result of an "accident" to "Excavation and Construction Equipment" is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".

b. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

6. It is agreed that as used in the Schedule above:

a. Covered Premises is replaced with Covered Location;

b. "Excavation and Construction Equipment" Property Damage is replaced with "Excavation and Construction Equipment" Direct Damage; and

c. "Excavation and Construction Equipment" Business Income is replaced with "Excavation and Construction Equipment" Business Interruption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFF-SHORE DRILLING PLATFORM EQUIPMENT – LIMITS AND DEDUCTIBLES

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

<u>COVERAGE</u>	<u>SCHEDULE</u> <u>LIMIT OF INSURANCE</u>	<u>DEDUCTIBLE</u>
Off-Shore Platform Equipment Property Damage		
Off-Shore Platform Equipment Business Income		
Off-Shore Platform Equipment Extra Expense		

A. If this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION:

- The following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.:**
"Covered Equipment" does not mean any:
Off-shore drilling or exploration platform or structure.
However, we will pay for damage caused by a "Breakdown" to "Covered Equipment" located on such a platform or structure, provided such "Covered Equipment" is located above the water level, as otherwise insured under this Coverage Part.
- The following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**
Off-Shore Drilling Platform Equipment Limitation
 - The most we will pay for loss or damage as a result of a "Breakdown" to "Covered Equipment" located on off-shore drilling or exploration platforms or structures is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Breakdown".

b. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

- With regard to coverage provided under this Endorsement, the following is added to paragraph **B. Exclusions:**
Capsizing, collapse, collision, impact, overturning or upset of the "Covered Equipment" or the platform or structure on which the "Covered Equipment" is located.

B. If this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25:

- The following is added to any OBJECT DEFINITIONS endorsement attached to this Policy:
"Object" does not mean any off-shore drilling or exploration platform or structure.
However, we will pay for damage caused by any "accident" to any "object" located on such a platform or structure, provided such "object" is located above the water level.

EQUIPMENT BREAKDOWN

2. The following is added to **C. LIMITS OF INSURANCE, 2.:**

Off-Shore Drilling Platform Equipment Limitation

- a. The most we will pay for loss or damage as a result of an "accident" to an "object" located on off-shore drilling or exploration platforms or structures is the applicable Limit of Insurance specified in the Schedule above. These limits are part of, not in addition to, the "Total Limit per Accident".
- b. We will not pay for loss or damage under this Limitation until the amount of loss or damage exceeds the applicable deductible in the Schedule above.

3. With regard to coverage provided under this Endorsement, the following is added to paragraph **B. EXCLUSIONS:**

Capsizing, collapse, collision, impact, overturning or upset of the "object" or the platform or structure on which the "object" is located.

4. It is agreed that as used in the Schedule above:
- a. Property Damage is replaced with Direct Damage; and
 - b. Business Income is replaced with Business Interruption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTION MACHINES EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION

- A.** The following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.:**

"Covered Equipment" does not mean any:
"Production Machines"

- B.** As used in this Endorsement, "Production Machines" means any production or process machine or apparatus that processes, forms, cuts, shapes, or grinds raw materials, materials in process or finished products, including all "Covered Equipment" that is used solely with or forms an integral part of the production or process ma-

chine or apparatus. However, "Production Machines" does not include any:

1. Pressure vessel or vacuum vessel, other than any cylinder containing a movable plunger or piston;
2. Pump, compressor, fan or blower that conveys raw materials, materials in process or finished products;
3. Separate enclosed gear set connected by a coupling, clutch or belt; or
4. Separate driving electrical or mechanical machine connected by a coupling, clutch or belt.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DECLARATIONS AMENDMENT

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Premises	Coverage, Coverage Extension or Limitation	Limit of Insurance	Deductible
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A. With respect to the Premises and Coverage, Coverage Extensions or Limitations listed in the Schedule above, the Limit(s) of Insurance and Deductible(s) shown in the Declarations or elsewhere in this Coverage Part are deleted and replaced with the Limit(s) of Insurance and Deductible(s) shown in the Schedule above. All other Limit(s) of Insurance and Deductible(s) in the Declarations or elsewhere in this Coverage Part remain unchanged.

B. When this Endorsement is is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE
FORM, BM 00 25,

the term Premises is deleted and replaced with Location(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RUBBER MIXER LIMITATION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to paragraph **F. Definitions, 1. "Breakdown", b.:**

"Breakdown" does not mean or include:

Gouging, chipping, scratching or marring of any:

(1) Banbury or other type of rubber mixer; or

(2) Roll, including any calendar machine roll.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to paragraph **F. DEFINITIONS, 1. "Accident":**

None of the following is an "accident":

Gouging, chipping, scratching or marring of any:

(1) Banbury or other type of rubber mixer; or

(2) Roll, including any calendar machine roll.

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE:

DEPENDENT PROPERTIES – LOCATION SCHEDULE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

The following locations are considered to be included on the Declarations under **COVERAGE, 2. Coverage Extensions and Limitations, f. "Dependent Property" Locations**, as indicated below with an X:

- As on file with us
- As listed below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following applies.
- Paragraph **E. Conditions, 1. Loss Conditions, g. Other Insurance (2)** is deleted and replaced with the following:
- (2)** If there is other insurance covering the same loss or damage, other than that described in paragraph **g.(1)**, this Coverage Part will be primary to any other such insurance.
- B.** When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, the following applies.
- Paragraph **E. Conditions, 1. Loss Conditions, h. Other Insurance (2)** is deleted and replaced with the following:
- (2)** If there is other insurance covering the same loss or damage, other than that described in paragraph **h.(1)**, this Coverage Part will be primary to any other such insurance.
- C.** When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following applies.
- Paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, g. Other Insurance (2)** is deleted and replaced with the following:
- (2)** If there is other insurance covering the same loss or damage, other than that described in **(1)** above, this Coverage Part will be primary to any other such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAGNOSTIC MEDICAL EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

The following is added to paragraph **F. Definitions, 8. "Covered Equipment", b.:**

"Covered Equipment" does not mean any:

- Computerized Axial Tomography (CAT, CT) Scan Machine;
- Cyclotron;
- Linear Accelerator;
- Magnetic Resonance Imaging (MRI) Machine;
- Nuclear Camera;
- Position Emission Tomography (PET) Machine;
- Surgical Laser; or
- Tomo-therapy Machine

POLICY NUMBER:

EQUIPMENT BREAKDOWN
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE

Loc. No.	Bldg No.	Loss Payee / Lender's Loss Payee Name and Address	Loss Payee	Lender's Loss Payee
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

EQUIPMENT BREAKDOWN

The following is added to section **E.1. Loss Conditions**, as indicated by an "X" in the Schedule:

I. LOSS PAYEE

For property covered under this Coverage Part in which both you and a Loss Payee shown in the Schedule above have an insurable interest, we will:

- A. Adjust losses with you; and
- B. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

II. LENDER'S LOSS PAYEE

A. The Lender's Loss Payee shown in the Schedule above is a creditor, including a mortgageholder or trustee, whose interest in property covered under this Coverage Part is established by such written instruments as:

- 1. Warehouse receipts;
- 2. Contracts for deed;
- 3. Bills of lading;
- 4. Financing statements; and
- 5. Mortgages, deeds of trust, or security agreements.

B. For property covered under this Coverage Part in which both you and a Lender's Loss Payee have an insurable interest:

- 1. We will pay for covered loss or damage to each Lender's Loss Payee in their order of precedence as interests may appear.
- 2. The Lender's Loss Payee has the right to receive loss payment even if the Lender's Loss Payee has started foreclosure or similar action on the property.
- 3. If we deny your claim because of your acts or because you have failed to comply with terms of the Coverage Part, the Lender's Loss Payee will still have the

right to receive loss payment if the Lender's Loss Payee:

- a. Pays any premium due under this Coverage Part at our request if you have failed to do so; and
- b. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this Coverage Part will then apply directly to the Lender's Loss Payee.

4. If we pay the Lender's Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- a. The Lender's Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- b. The Lender's Loss Payee's rights to recover the full amount of the Lender's Loss Payee's claim will not be impaired. At our option, we may pay to the Lender's Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

C. If we cancel this policy, we will give written notice to the Lender's Loss Payee at least:

- 1. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium: or
- 2. 30 days before the effective date of cancellation if we cancel for any other reason.

D. If we elect not to renew this policy, we will give written notice to the Lender's Loss Payee at least 30 days before the expiration date of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SULFUR DIOXIDE AND HYDROGEN SULFIDE EXCLUSION

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** When this endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, the following is added to paragraph **B. Exclusions:**

We will not pay for any loss or expense caused directly or indirectly by:

1. Corrosion to any "Covered Property" resulting from a "Breakdown" to "Covered Equipment" containing sulfur dioxide or hydrogen sulfide gas; or
2. Steam or water contacting or permeating a catalyst as a result of a "Breakdown" to "Covered Equipment" containing sulfur dioxide or hydrogen sulfide gas.

- B.** When this endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, the following is added to paragraph **B. Exclusions:**

We will not pay for any loss or expense caused directly or indirectly by:

1. Corrosion to any "Builders Risk Property" resulting from a "Breakdown" to "Covered

Equipment" containing sulfur dioxide or hydrogen sulfide gas; or

2. Steam or water contacting or permeating a catalyst as a result of a "Breakdown" to "Covered Equipment" containing sulfur dioxide or hydrogen sulfide gas.

- C.** When this endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following is added to paragraph **B. EXCLUSIONS:**

We will not pay for any loss or expense caused directly or indirectly by:

1. Corrosion to any Covered Property resulting from an "accident" to an "object" containing sulfur dioxide or hydrogen sulfide gas; or
2. Steam or water contacting or permeating a catalyst as a result of an "accident" to an "object" containing sulfur dioxide or hydrogen sulfide gas.

SERFF Tracking Number: TRVD-125777376 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2007-10-0045-F
TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery
Product Name: Boiler and Machinery
Project Name/Number: Boiler and Machinery/2007-10-0045-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 10/09/2008

Comments:

Attachment:

AR Transmittal.pdf

Satisfied -Name: Form Transmittal Document **Review Status:** Approved 10/09/2008

Comments:

Attachment:

1CW-NAIC Forms Transmittal.pdf

Satisfied -Name: Filing Memo **Review Status:** Approved 10/09/2008

Comments:

Attachments:

Forms Filing Memo.pdf

EnergyMax 21 Broadenings, Narrowings descriptions.pdf

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2007-10-0045-F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Equipment Breakdown/Boiler and Machinery filing for your review and consideration.

With this filing, our Equipment Breakdown and Boiler and Machinery programs will be proprietary. Consequently, we are not adopting any ISO forms.

EnergyMax 21 Equipment Breakdown Protection Form

We are revising our proprietary EnergyMax 21 (EMax 21) Equipment Breakdown coverage form and numerous endorsements. These revisions keep our coverage form current with the latest industry terminology and respond to coverage option requests from insureds and agents.

ISOComp

The ISOComp program (using the ISO BM 00 25 06 95 Boiler and Machinery Coverage Form) has been developed to be totally separate from the EMax 21 program. In addition, there are a number of submitted endorsements that apply only to this ISOComp program. These forms are to keep the ISOComp "accident" coverage program current with industry terminology.

Please refer to the attached explanatory memorandum for more details on the submitted changes.

Finally, we are withdrawing a number of proprietary forms that are obsolete or no longer required with the approval of our revisions.

Enclosed you will find a filing package which includes our filing memorandum, forms transmittal supplements, and our endorsements, along with the appropriate state filing forms and fees.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: N/A - EFT

Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	2007-10-0045-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Various Boiler and Machinery forms	See attached forms transmittal documents	<input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	See attached forms transmittal documents	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**NAIC
Property - Casualty**

Forms Transmittal Supplement

Titles	New Form Number	Replaced Form Number	Type of Form*	Description	Form applies to:	
					Energy Max 21	ISO Comp
* Type of Form: D=Declarations; E=Endorsement; P=Policy; S=Schedule; M=Mandatory; O=Optional; B=Broadening; C=Clarifying; R=Restriction						
Coded Object Group Schedules	BM T0 51 08 08	BM T0 51 12 04	S-M-C	object group descriptions		X
Service Interruption (SI) Coverage Extension	BM T3 16 08 08	BM T3 16 03 89	E-O-B	provides utility interruption coverage		X
Errors and Omissions	BM T3 41 08 08	BM T3 41 01 02	E-O-B	expands Errors in Description to Errors and Omissions		X
Deductible - Highest	BM T3 75 08 08	BM T3 75 01 02	E-O-C	explains application of deductible when multiple deductibles are involved in single loss		X
Hydro Turbine Limitation	BM T4 63 08 08	BM T4 63 12 04	E-O-R	restrict coverage on hydro turbines		X
Turbine Units - Explosion Coverage	BM T4 71 08 08	BM T4 71 01 02	E-O-R	restrict coverage on turbines		X
Dependent Properties	BM T4 73 08 08	BM T4 73 01 02	E-O-B	expand coverage to provide TE coverage at dependent properties		X
Non-owned Locations Ammonia Contamination and Consequential Damage Coverage	BM T4 76 08 08	BM T4 76 01 02	E-O-B	expand Ammonia Contamination and/or Consequential Damage coverage to non-owned locations		X
Ordinary Payroll Coverage	BM T4 77 08 08	BM T4 77 01 02	E-O-B	provided ordinary payroll coverage		X
Refrigerated Trucks	BM T4 78 08 08	BM T4 78 12 04	E-O-B	expands Consequential coverage to property stored in trucks		X
Builders Risk Endorsement	BM T4 84 08 08	BM T4 84 12 04	E-O-R	Restricts coverage on builders risk property		X
Diagnostic Equipment Limits and Deductibles	BM T4 92 08 08	BM T4 92 12 04	E-O-B	add coverage for some or all Diagnostic Equipment as identified with specified limits and deductibles		X
In Use or Connected Ready for Use - Coverage Extension	BM T4 95 08 08	BM T4 95 01 02	E-O-B	extend "in use" requirement		X
International Territory and Currency	BM T4 96 08 08	BM T4 96 01 02	E-O-B	extend Coverage Territory to include additional countries		X
Livestock Coverage	BM T4 98 08 08	BM T4 98 12 04	E-O-B	expand coverage to include death or destruction of livestock		X
Ordinance or Law Coverage (Including Demolition and Increased Cost of Construction) - Direct Damage and Business Interruption and/or Extra Expense	BM T5 06 08 08	BM T5 06 01 02	E-O-B	provided coverage for for property damage and time element ordinance or law exposures		X
Ordinance or Law Coverage (Including Demolition and Increased Cost of Construction) - Direct Damage Only	BM T5 07 08 08	BM T5 07 01 02	E-O-B	provided coverage for for property damage ordinance or law exposures		X
Deductible - Combined	BM T5 44 08 08	BM T5 44 01 02	E-O-C	explanation of combined deductible		X
Hazardous Substance Limit	BM T5 45 08 08	BM T5 45 01 02	E-O-B	increase Hazardous Substance limit		X
Selling Price Valuation	BM T5 46 08 08	BM T5 46 01 02	E-O-B	provide selling price valuation		X
Expediting Expense Limit	BM T5 47 08 08	BM T5 47 01 02	E-O-B	increase Expediting Expense limit		X
Cancellation Changes	BM T5 49 06 06	BM T5 49 01 02	E-O-B	cancellation changes		X
Deductible - Multiple of Average Daily Value (ADV)	BM T5 54 08 08	BM T5 54 01 02	E-O-C	explanation of multiple of daily plant value deductible		X
Testing Exclusion	BM T5 56 08 08	BM T5 56 12 04	E-O-B	limit testing exclusion		X
Brands and Labels	BM T5 57 08 08	BM T5 57 01 02	E-O-B	add coverage for Brands and Labels		X
Joint or Disputed Loss Agreement	BM T5 68 08 08	BM T5 68 01 02	E-O-C	settlement of loss when joint with property coverages		X
Chemical Recovery Boiler Exclusion	BM T5 93 08 08	BM T5 93 01 02	E-O-R	exclude explosion with furnace of chemical recovery boiler		X
Electronic Data or Media Coverage - Non-owned Locations	BM T5 95 08 08	new	E-O-B	extends Electronic Data and Media coverage to non-owned locations		X
Electronic Data or Media Coverage	BM T5 96 08 08	new	E-O-B	adds Electronic Data and Media coverage		X
Diagnostic Equipment Coverage	BM T5 97 08 08	new	E-O-B	add coverage for Diagnostic Equipment		X
In Use or Connected Ready for Use - Restriction Deleted	BM T5 99 08 08	new	E-O-B	remove in use requirement		X
Ammonia Contamination Sublimits	BM T6 02 08 08	BM T6 02 12 04	E-O-R	provide BI and EE sublimits for Ammonia Contamination loss		X
Animals Exclusion	BM T6 24 08 08	BM T6 24 12 04	E-O-R	excludes animals		X
Portable Objects Coverage	BM T6 29 08 08	BM T6 29 12 04	E-O-B	extend coverage to include equipment off premises		X
Fungus, Wet Rot, Dry Rot Limited Coverage - Direct Damage and Time Element	BM T6 51 08 08	BM T6 51 12 04	E-O-R	sublimit for PD and TE coverage for loss result of mold, wet or dry rot		X

NAIC
Property - Casualty
Forms Transmittal Supplement

Titles	New Form Number	Replaced Form Number	Type of Form*	Description	Form applies to:	
					Energy Max 21	ISO Comp
* Type of Form: D=Declarations; E=Endorsement; P=Policy; S=Schedule; M=Mandatory; O=Optional; B=Broadening; C=Clarifying; R=Restriction						
Fungus, Wet Rot, Dry Rot Limited Coverage - Direct Damage only	BM T6 55 08 08	new	E-O-R	sublimit PD coverage for loss result of mold, wet or dry rot		X
Ammonia Contamination Limit	BM T6 56 08 08	new	E-O-B	increase Ammonia Contamination limit		X
Ammonia Contamination, Expediting Expense, Hazardous Substance and Water Damage Limit	BM T6 57 08 08	new	E-O-B	increase Ammonia, Expediting, Hazardous Substance and Water Damage limits		X
Errors in Description	BM T6 58 08 08	new	E-O-B	adds Error in Description coverage		X
Water Damage Limit	BM T6 59 08 08	new	E-O-B	increase Water Damage limit		X
Extended Warranty, Maintenance Contract or Service Contract	BM T6 60 08 08	new	E-O-B	add coverage for unused Warranty, Service Contract, Maintenance Contract		X
Fiber Optic Cable	BM T6 61 08 08	new	E-O-C	specifies that fiber optic cable are included in definition of "object"		X
New Generation Valuation	BM T6 62 08 08	new	E-O-B	add new generation valuation		X
Newly Acquired Locations	BM T6 63 08 08	new	E-O-B	extend Newly Acquired Locations coverage to all coverages provided		X
Coverage Enhancement	BM T6 64 08 08	new	E-O-B	adds Coverage Extensions and Conditions		X
Suspension of Coinsurance	BM T6 65 08 08	new	E-O-B	suspension of coinsurance		X
EnergyMax 21 Equipment Breakdown Protection Declarations	EB T0 00 08 08	BM T0 53 10 05	D-M-C	declarations	X	
Mortgagee Schedule <i>(used w Policy)</i>	EB T0 07 08 08	BM T0 05 01 02	S-O-C	Mortgagee schedule	X	X
EnergyMax 21 Equipment Breakdown Protection Form	EB T1 00 08 08	BM T1 57 08 02	P-M-C	coverage form	X	
Accounts Receivable	EB T3 00 08 08	new	E-O-B	add Accounts Receivable coverage	X	
Accounts Receivable (including Non-Owned Locations)	EB T3 01 08 08	new	E-O-B	add Accounts Receivable coverage, including at non-owned locations	X	
Business Income - Reporting of Values	EB T3 02 08 08	BM T3 92 12 04	E-O-R	requirement for filing of BI Worksheets	X	X
Civil Authority - Period	EB T3 03 08 08	new	E-O-B	expand applicable period	X	
Civil Authority - Territory	EB T3 04 08 08	new	E-O-B	expand applicable territory	X	
Civil Authority - Period and Territory	EB T3 05 08 08	new	E-O-B	expand applicable period and territory	X	
Conveyor, Crane, Hoist Exclusion	EB T3 06 08 08	BM T3 99 12 04	E-O-R	exclude conveyors, cranes and hoists as "Covered Equipment"	X	
Deductible Waiver	EB T3 07 08 08	new	E-O-B	deductible is waived when joint loss with property policy	X	
Defense Coverage	EB T3 08 08 08	BM T6 15 12 04	E-O-B	provides Defense Coverage	X	
Elevator, Escalator Exclusion	EB T3 09 08 08	new	E-O-R	exclusion for mechanical exposures on elevators & escalators	X	
Errors and Omission	EB T3 10 08 08	new	E-O-B	expand Error in Description coverage to Errors and Omission	X	
Non- Metallic Linings Exclusion	EB T3 11 08 08	BM T4 30 08 02	E-O-R	excludes loss from chipping, breaking & cracking of non-metallic linings	X	X
Radioactive Contamination Coverage	EB T3 12 08 08	BM T4 45 06 03	E-O-B	provide coverage for radioactive isotopes	X	X
Additional Named Insured, Loss Payee and./or Mortgagees - Special Schedule	EB T3 13 08 08	BM T3 64 12 04	S-O-C	schedule for Additional Named Insureds, Loss Payees and/or Mortgagees	X	X
Actual Cash Value	EB T3 14 08 08	BM T3 85 08 02	E-O-B	ACV valuation for specified property <i>(form # change only)</i>	X	
Non-owned Property - Specified Valuation	EB T3 15 08 08	new	E-O-C	special valuation wording for non-owned inventory	X	

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Non-Owned Refrigerant Contamination and Spoilage Damage Coverage	EB T3 16 08 08	BM T4 32 08 02	E-O-B	expand Refrigerant Contamination and/or Spoilage Damage coverage to non-owned locatons	X	
Refrigerant Contamination Sublimits	EB T3 17 08 08	BM T6 00 12 04	E-O-R	provide BI and EE sublimits for Refrigerant Contamination loss	X	
Specified Perils Elimination Endorsement	EB T3 18 08 08	BM T4 39 01 03	E-O-R	property type perils excluded	X	X
Actual Cash Value - Predetermined Depreciation	EB T3 19 08 08	BM T3 86 12 04	E-O-B	ACV valuation for specified property with specified depreciation <i>(form # change only)</i>	X	
Additional Insured Endorsement	EB T3 20 08 08	BM T5 33 12 04	S-O-C	Schedule of Additional Insureds	X	X
Builders Risk Exclusion	EB T3 21 08 08	BM T3 88 08 02	E-O-R	Excludes Builders Risk exposures greater than \$1,000,000	X	X
Builders Risk Endorsement	EB T3 22 08 08	BM T3 89 12 04	E-O-R	Restricts coverage on builders risk property	X	
Buried Electrical Equipment Exclusion	EB T3 23 08 08	BM T3 91 08 02	E-O-R	restricts coverage on buried electrical equipment	X	X
Buried Equipment Exclusion	EB T3 24 08 08	BM T3 90 08 02	E-O-R	restricts coverage on buried equipment	X	X
Communication Equipment Exclusion	EB T3 25 08 08	BM T3 97 12 04	E-O-R	exclude Communication Equipment	X	X
Covered Premises - Special Schedule	EB T3 26 08 08	BM T4 02 08 02	E-O-C	covers locations as on file with Company	X	X
Deductible - Multiple of ADV - Multiple Locations	EB T3 27 08 08	BM T4 04 08 02	E-O-C	application of deductible	X	
Electronic Data or Media - Non-owned Locations	EB T3 28 08 08	new	E-O-C	extends Electronic Data and Media coverage to non-owned locations	X	
Equipment Exclusion	EB T3 29 08 08	BM T4 00 12 04	E-O-R	excludes specified equipment	X	X
Fine Arts Exclusion	EB T3 30 08 08	BM T4 11 08 02	E-O-R	exclude fine arts	X	X
Fine Arts Limitation	EB T3 31 08 08	new	E-O-R	provides sublimit for damage to Fine Arts	X	X
Gaming Equipment Limits and Deductibles	EB T3 32 08 08	BM T4 13 08 02	E-O-R	restrict coverage on gaming equipment	X	X
Property Not Covered	EB T3 33 08 08	BM T4 44 08 02	E-O-R	exclude specified property	X	X
Unnamed Locations Coverage	EB T3 34 08 08	new	E-O-B	provides coverage for Unnamed Locations	X	X
Warranty Recovery Exclusion	EB T3 35 08 08	new	E-O-R	excludes coverage provided under warranty	X	X
Claim Data Expense	EB T3 36 08 08	BM T3 94 08 02	E-O-B	add coverage for claim data expenses	X	X
Computer Equipment Limits and Deductibles	EB T3 37 08 08	BM T6 03 12 04	E-O-R	provide separate limits and deductibles for Computer Equipment	X	
Non-Owned Property Exclusion (Manufactured or Serviced Property)	EB T3 38 08 08	BM T6 12 12 04	E-O-R	exclude equipment being serviced or manufactured	X	X
Amendatory Endorsement	EB T3 39 08 08	new	E-O-B	expanded coverages	X	
Named Insured - Broad Form	EB T3 40 08 08	BM T3 46 08 02	E-O-C	add stipulation for claim payment	X	X
Deductible - Spared Units or Parts	EB T3 41 08 08	BM T4 06 12 04	E-O-C	deductible differences for spared and unspared equipment	X	X
Contract Exclusion	EB T3 42 08 08	BM T6 06 12 04	E-O-R	excludes coverage expenses resulting from breach of contract	X	X
Cold Box Exclusion	EB T3 43 08 08	BM T3 95 08 02	E-O-B	exclude some exposures associated with cold boxes	X	X
Diagnostic Equipment Exclusion	EB T3 45 08 08	new	E-O-R	excludes some or all Diagnostic Equipment as selected	X	
Diagnostic Equipment Limits and Deductibles	EB T3 46 08 08	BM T4 07 12 04	E-O-R	provides separate limits and deductibles for Diagnostic Equipment	X	
Power Generating Equipment Contract Limitation	EB T3 47 08 08	BM T4 40 08 02	E-O-R	excludes expenses incurred from fines due to breach of contract resulting from Breakdown to Power Generating Equipment	X	X
Power Generating Equipment Exclusion	EB T3 48 08 08	BM T4 41 08 02	E-O-R	exclude Power Generating Equipment as Covered Property	X	X
Spoilage Damage Limits Endorsement	EB T3 49 08 08	new	E-O-B	allow for different limits	X	
Catalyst Valuation	EB T3 50 08 08	BM T3 93 12 04	E-O-R	valuation basis for catalyst	X	X

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Loss Payment	EB T3 51 08 08	BM T5 65 01 02	E-O-C	specify to who claim payment checks will be made	X	X
Contract Limitation	EB T3 52 08 08	BM T6 09 12 04	E-O-R	provides sublimit for contract exposures	X	X
Deductible - Air Conditioning and Refrigeration Systems	EB T3 53 08 08	BM T3 72 07 06	E-O-C	deductibles specific to air conditioning and refrigeration system equipment (<i>form change # only</i>)	X	X
Power Generating Equipment Limits and Deductibles	EB T3 54 08 08	BM T4 43 12 04	E-O-R	provide sublimits and deductibles for Power Generating Equipment	X	X
Power Generating Equipment Time Element Exclusion	EB T3 55 08 08	BM T4 42 12 04	E-O-R	exclude TE exposures resulting from Breakdown to Power Generating Equipment	X	X
Kiln Limits and Deductibles	EB T3 56 08 08	BM T6 43 12 04	E-O-R	sublimits for kilns	X	X
International Territory	EB T3 57 08 08	BM T4 15 12 04	E-O-B	expand Coverage Territory to include additional countries	X	
Knowledge of Loss	EB T3 58 08 08	BM T3 53 08 02	E-O-C	add stipulation for notification of occurrence	X	X
Livestock Coverage	EB T3 59 08 08	BM T4 19 12 04	E-O-B	expand coverage to include death or destruction of livestock	X	
Debugging Exclusion	EB T3 60 08 08	BM T4 03 08 02	E-O-R	excludes coverage until property tested and accepted by insured	X	X
Drying Out Coverage	EB T3 61 08 08	BM T6 19 12 04	E-O-B	provides coverage for drying out electrical equipment	X	X
Equipment with Limited Coverage	EB T3 62 08 08	BM T4 01 08 02	E-O-R	restricted coverage on specified equipment	X	X
Hydro Turbine Limitation	EB T3 63 08 08	BM T4 14 12 04	E-O-R	restrict coverage on hydro turbines		X
Kiln Exclusion	EB T3 64 08 08	BM T4 18 12 04	E-O-R	exclude kilns	X	X
Kiln Exclusion (No Coverage for Associated Equipment)	EB T3 65 08 08	BM T6 40 12 04	E-O-R	excludes kilns and equipment associated with kilns	X	X
Margin Clause	EB T3 66 08 08	BM T5 14 08 02	E-O-R	maximum liability per 110% of reported values	X	X
Time Element - Maximum Daily Indemnity	EB T3 67 08 08	new	E-O-R	provide maximum per day sublimit	X	X
Marine Equipment Exclusion	EB T3 68 08 08	BM T4 21 08 02	E-O-R	excludes equipment on boats or floating structures	X	X
Declarations Amendment	EB T3 69 08 08	new	E-O-D	amends Declarations entries	X	X
Molten Material Exclusion	EB T3 70 08 08	BM T4 24 08 02	E-O-R	excludes molten material exposure	X	X
Molten Material Limit	EB T3 71 08 08	BM T4 25 12 04	E-O-R	sublimits for loss involving molten material	X	X
Newly Acquired Locations - Excluded Occupancies	EB T3 72 08 08	BM T4 28 08 02	E-O-R	exclude coverage for newly acquired location for specified occupancies	X	X
Newly Acquired Location - Restriction for Financial Institutions	EB T3 73 08 08	BM T4 26 08 02	E-O-R	restricts newly acquired locations to just financial occupancies	X	X
Newly Acquired Location - Specified Occupancies Only	EB T3 74 08 08	BM T4 27 08 02	E-O-R	restricts newly acquired locations to just specified occupancies	X	X
Non-Code Pressure Vessel Exclusion	EB T3 75 08 08	BM T4 29 08 02	E-O-R	exclude pressure vessels not built to specified code	X	X
Green Coverage Enhancements	EB T3 76 08 08	new	E-O-B	expand coverage to address costs incurred to satisfy "Green standards"	X	
Ordinary Payroll Exclusion	EB T3 77 08 08	BM T4 36 08 02	E-O-R	excludes coverage for ordinary payroll	X	
Ordinary Payroll Limitation	EB T3 78 08 08	BM T4 37 08 02	E-O-R	restrict ordinary payroll coverage to specified # of days	X	
Oven, Stove, Furnace, Incinerator, Pot, Kiln Exclusion	EB T3 79 08 08	BM T4 38 12 04	E-O-R	excludes specified equipment	X	
Portable Equipment Coverage	EB T3 80 08 08	BM T6 27 12 04	E-O-B	extend coverage to include equipment off premises	X	
RBC Exclusion	EB T3 81 08 08	BM T4 72 08 02	E-O-R	excludes rotating biological contactors	X	X
Refrigerated Trucks	EB T3 82 08 08	BM T4 47 12 04	E-O-B	extend Spoilage coverage to property stored in trucks	X	
Scoreboard Exclusion	EB T3 83 08 08	BM T4 48 08 02	E-O-R	excludes scoreboards	X	X
Secondary Electrical Apparatus Exclusion	EB T3 84 08 08	BM T4 49 08 02	E-O-R	excludes specified electrical equipment	X	X
Skating Rink-Buried Vessels, Piping Exclusion	EB T3 85 08 08	BM T4 50 08 02	E-O-R	excludes specified equipment under ice or cement	X	X
Spares Endorsement	EB T3 86 08 08	BM T4 51 08 02	E-O-R	restricts coverage with respect to unspared equipment	X	X

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Suspension / Reinstatement of Coverage	EB T3 87 08 08	BM T6 52 12 04	E-O-C	provides terms and conditions if suspension of coverage is invoked	X	X
Off Premises Equipment Coverage	EB T3 88 08 08	BM T6 31 12 04	E-O-B	extend PD coverage for equipment off site	X	X
Tuition and Fees	EB T3 89 08 08	BM T4 53 08 02	E-O-R	specifies types of income to be covered and not covered	X	
Turbine Units - Explosion Coverage	EB T3 91 08 08	BM T4 58 08 02	E-O-R	restricts coverage on turbines	X	
Water Damage Sublimits	EB T3 92 08 08	BM T6 34 12 04	E-O-R	extend sublimits to BI and EE	X	X
Production Machines Limits and Deductibles	EB T3 93 08 08	BM T4 05 12 04	E-O-R	sublimits apply to production machines	X	X
Underground Pressure Vessels and Piping Coverage	EB T3 94 08 08	BM T4 54 08 02	E-O-B	covers underground vessels and piping	X	X
Excavation and Construction Equipment - Associated Equipment Coverage	EB T3 95 08 08	BM T4 08 08 02	E-O-B	provides coverage for equipment associated with excavation and construction equipment	X	X
Excavation and Construction Equipment - Limits and Deductibles	EB T3 96 08 08	new	E-O-B	provides coverage for excavation and construction equipment	X	X
Off-shore Drilling Platform Equipment - Limits and Deductibles	EB T3 97 08 08	BM T4 33 08 02	E-O-R	restric coverage for equipment located on off-shore drilling platforms	X	X
Production Machines Exclusion	EB T3 98 08 08	new	E-O-R	delete coverage for Production Machines	X	
Declarations Amendment - Mid-Term Change	EB T3 99 08 08	new	E-O-R	amends Declarations entries	X	X
Rubber Mixer Limitation	EB T4 00 08 08	new	E-O-R	exclude gouging, chipping as "breakdown" / "accident"	X	X
Dependent Properties - Location Schedule	EB T4 01 08 08	new	S-O-C	lists locations for Dependent Property coverage	X	
Other Insurance	EB T4 02 08 08	new	E-O-C	modifies other insurance to specify coverage as excess and/or primary over other insurance	X	X
Diagnostic Medical Equipment Exclusion	EB T4 07 08 08	new	E-O-R	excludes high exposure medical equipment	X	
Lender Loss Payable Provision	EB T4 08 08 08	new	E-O-C	adds Loss Payee provision	X	X
Sulfur Dioxide and Hydrogen Sulfide Exclusion	EB T4 09 08 08	BM T4 52 08 02	E-O-R	excludes loss from corrosion & catalyst damage due to sulfure dixode or hydrogen sulfide gas release	X	X

Boiler and Machinery and EnergyMax 21 Equipment Breakdown Protection Program Revisions-Forms

In this filing we are:

- Replacing our coverage form and endorsements associated with EnergyMax 21 Equipment Breakdown Protection Coverage Form BM T1 57 08 02 with revised Form EB T1 00 08 08; and introducing proprietary rates and rules to be used in place of the current ISO-based rating plan.
- Retaining our current ISO-based rates and rules, coverage forms and endorsements associated with ISO BM 00 25 06 95 Boiler and Machinery Coverage Form to be maintained as its own independent program.

The rates and rules are being submitted separately.

Program Concept

EnergyMax 21 Equipment Breakdown Protection Coverage Form EB T1 00 08 08 will replace our current EnergyMax 21 Equipment Breakdown Protection Coverage Form, BM T1 57 08 02. The revisions to our Equipment Breakdown program are designed to keep our insurance product more in line with the changes we are seeing in the industry.

We are maintaining the ISO BM 00 25 06 95 Boiler and Machinery Coverage Form because the basic coverages are better suited for the requirements of some of our larger clients. The retention of this ISO form allows us to continue to offer coverage for these insureds and provides for their specific insurance needs. However, this product will now be proprietary.

Coverage Form

The EB T1 00 08 08 coverage form is written as a coverage part and uses a combination of ISO language and Travelers proprietary wording to provide broad coverages that our client base will find effective for their needs. By including current industry terminology, our form can easily be understood by insureds and agents. The “Broadenings and Narrowings” Memorandum provides a detailed description of the coverages contained in this revised coverage form.

The ISO BM 00 25 06 95 Coverage Form is retained with no changes.

Changes Applying to both Coverage Forms

The new and revised endorsements allow underwriting flexibility to tailor coverages to the needs of the individual insureds and are intended to better reflect the demands in the current marketplace. Due to the changes in the coverage definition on the EB T1 00 08 08 coverage form, the older versions of some endorsements could not be maintained. As a result, specific endorsements for EB T1 00 08 08 coverage form were developed. Some of the endorsements for ISO BM 00 25 06 95 coverage form needed to be revised as well. Please refer to the Forms Transmittal Supplement, which lists the coverage form being modified by the endorsement.

EB T1 00 08 08 ENERGYMAX 21 EQUIPMENT BREAKDOWN PROTECTION FORM

BROADENINGS, NARROWINGS AND CLARIFICATIONS OF COVERAGE

The following changes broaden coverage:

- Coverage for "Business Income" loss caused by a "Breakdown" of property of others supplying specified services is increased from property located within 500 feet of a Covered Premises to property located within 1000 feet.
- Coverage for "Extra Expense" loss caused by a "Breakdown" of property of others supplying specified services is increased from property located within 500 feet of a Covered Premises to property located within 1000 feet.
- Spoilage Damage Coverage Extension is broadened to apply to all "Perishable Goods".
- Coverage for spoilage damage caused by an interruption of utility services is broadened by eliminating the distance limitation.
- Civil Authority Coverage Extension is added as an optional coverage.
- "Fungus", Wet Rot and Dry Rot Coverage Extension is added providing a minimum of \$15,000 per Covered Premises Property Damage Limit of Insurance, with options available to increase the Property Damage Limit of Insurance and add Business Income and Extra Expense coverage under this coverage extension.
- An exception to the exclusion for discharge or leakage of a sprinkler system, sewer piping or domestic water piping is added to provide coverage if the discharge or leakage is a direct result of a "Covered Cause of Loss".
- The testing exclusion is modified to apply only when testing exceeds manufacturer's maximum allowable operating conditions.
- Selling price valuation is expanded to include all property held by you for sale.
- Brands and Labels coverage is moved to the Conditions section. It is now automatically included in your coverage up to policy limits, subject to the limits of insurance for the "Fungus", Wet Rot and Dry Rot Coverage Extension, Hazardous Substance Limitation, Refrigerant Contamination Limitation, or Water Damage Limitation, if applicable.
- "Covered Equipment" is expanded to include:
 - Cyclotrons and particle accelerators that are used for other than medical purposes;
 - Elevators and escalators; and
 - "Diagnostic Equipment" and "Production Machines".
- "Green" Coverage Enhancements (coverage provided via endorsement EB T3 76) is included in every EnergyMax 21 Equipment Breakdown Protection policy. It provides coverage for additional costs incurred to satisfy "Green" standards, up to an additional 5% of amounts otherwise payable for Property Damage, Business Income or Extra Expense, subject to a maximum of \$25,000. As used here, "Green" means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.

The following changes reduce coverage:

- Ammonia Contamination is renamed Refrigerant Contamination Limitation and is applicable to all types of refrigerant, not just ammonia. All costs to clean-up, repair, replace or dispose of contaminated property are included in the limitation.
- Utility interruption coverage is narrowed from property located more than 500 feet from the Covered Premises to property located more than 1000 feet from the Covered Premises. This narrowing of coverage compliments the broadened 1000 foot coverage provided under the Business Income Coverage Extension and Extra Expense Coverage Extension.

- The minimum limits for Hazardous Substance Limitation, Refrigerant Contamination Limitation and Water Damage Limitation have been reduced from \$25,000 to \$5,000.
- An exclusion for "Hacking Event" is added. Coverage is available for an ensuing "Covered Cause of Loss".
- The vehicle exclusion is expanded to include anything carried in or on the vehicles as an excluded cause of loss.
- An exclusion for virus, bacterium or other microorganism is added. Coverage is available for an ensuing "Covered Cause of Loss".
- The Insurer's duty to defend is eliminated to be consistent with other first party insurance policies. A defense provision at the insurer's option is added.
- The definition of "Covered Property" is narrowed by excluding "Electronic Data".
- The definition of "Period of Restoration" is modified to exclude time necessitated by ordinance or law. Such coverage is included in the optional Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension.

The following changes clarify coverage:

- The term 'Policy' is replaced with 'Coverage Part'.
- Initials are added to some coverage titles. These initials may be used in the Declarations or elsewhere in the Coverage Part.
- Some coverage limitations previously found in the Limits of Insurance section are combined in the new Coverage Extensions and Limitations section.
- A clarification is added that amounts paid to you under selling price valuation will be taken into consideration when adjusting a Business Income loss.
- Coverage for spoilage damage resulting from the interruption of utility services is moved from Utility Interruption Coverage Extension to Spoilage Damage Coverage Extension.
- Utility Interruption coverage is renamed Utility Interruption – Time Element Coverage Extension.
- Contingent Time Element coverage is renamed "Dependent Property" Coverage Extension.
- The exclusion of coverage for loss or damage to "Electronic Data" is moved from the Exclusion section of the policy to the definition of "Covered Property".
- "Data" is renamed "Electronic Data". A clarification is added to the "Electronic Data" or "Media" Coverage Extension that coverage is provided for the replacement of lost data.
- The valuation condition for "Electronic Data" or "Media" is moved from the Valuation Condition to the "Electronic Data" or "Media" Coverage Extension.
- A clarification as to which deductible shall apply is included in: "Electronic Data" or "Media" Coverage Extension; Expediting Expense Coverage Extension; "Fungus", Wet Rot and Dry Rot Coverage Extension; Hazardous Substance Limitation; Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension and Water Damage Limitation.
- Newly Acquired Locations Coverage Extension is reworded to clarify when coverage begins and ends.
- Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension is reworded for clarification purposes. Wording is added to avoid duplicate coverage under the "Fungus" Wet Rot and Dry Rot Coverage Extension. Wording is also added to clarify what Business Income and Extra Expense Limit of Insurance is applicable for loss covered under the Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension.
- A clarification that the exclusion applies whether naturally occurring or man-made causes are involved is added to the Earth Movement and Water Exclusions.
- Wet or dry rot or mold is deleted from the depletion, deterioration exclusion as it is addressed separately in another exclusion.
- Explosion exclusion is simplified.

- The term 'Specified Perils' is added to the perils exclusion to reflect terminology commonly found in Property insurance policies.
- An introductory paragraph is added to the Limits of Insurance section for clarification purposes.
- A paragraph is added to the Application of Ded to clarify that replacement property will be of comparable material and quantity intended to be used for the same purpose.
- New Generation valuation condition was amended to clarify that the valuation does not increase the Limit of Insurance. Reference to Actual Cash Value valuation was eliminated. Terminology was also revised to clarify that the newer generation of equipment includes equipment that improves the environment, increases efficiency or enhances safety.
- Under the valuation of raw materials and goods in process, a clarification is added that the valuation applies to loss under all coverages, not just Spoilage Damage.
- Business Interruption Coinsurance condition is clarified by including an entry in the Declarations to specify if the Coinsurance Condition is suspended. There are now separate calculations for when values have been received and have not been received.
- A Jurisdictional Inspection condition is added to clarify when we will provide jurisdictional inspections on your behalf.
- A Statutes or Regulations condition is added to clarify that if a statutory or regulatory law conflicts with any term or condition in the Coverage Part, the term or condition is amended to conform to the law.
- A Mortgageholders condition is added. This was previously addressed via endorsement.
- The following definitions are added:
 - "Computer Program";
 - "Dependent Property";
 - "Fungus";
 - "Hacking Event";
 - "Period of Restoration for Dependent Property"; and
 - "Perishable Goods".
- The following definitions are deleted as they are no longer needed:
 - "Diagnostic Equipment"; and
 - "Production Machines".
- The "Electronic Data" definition is modified for consistency with terminology frequently used in Property insurance policies.
- The definition of "Hazardous Substance" is modified to include an exception for refrigerants other than ammonia.
- The definition of "Media" is modified to clarify that an internal hard disk drive of "Computer Equipment" is not considered to be "Media".