

SERFF Tracking Number: PHLX-125461685 State: Arkansas  
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: ML AR0032402F01  
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package  
Portion Only  
Product Name: Boiler Misc Comm Package  
Project Name/Number: Boiler Misc Comm Package/ML AR0032402F01

## Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: Boiler Misc Comm Package SERFF Tr Num: PHLX-125461685 State: Arkansas  
TOI: 05.1 Commercial Multi-Peril - Non-Liability SERFF Status: Closed State Tr Num: EFT \$50  
Portion Only

Sub-TOI: 05.1003 Commercial Package Co Tr Num: ML AR0032402F01 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Author: SPI PhiladelphiaIndemnity Disposition Date: 02/08/2008  
Date Submitted: 01/28/2008 Disposition Status: Approved

Effective Date Requested (New): 03/01/2008 Effective Date (New): 03/01/2008  
Effective Date Requested (Renewal): Effective Date (Renewal): 03/01/2008

State Filing Description:

## General Information

Project Name: Boiler Misc Comm Package  
Project Number: ML AR0032402F01  
Reference Organization:  
Reference Title:  
Filing Status Changed: 02/08/2008  
State Status Changed: 02/08/2008  
Corresponding Filing Tracking Number:

Status of Filing in Domicile:  
Domicile Status Comments:  
Reference Number:  
Advisory Org. Circular:

Deemer Date:

Filing Description:

Philadelphia Indemnity Insurance Company recently filed an Equipment Breakdown Protection - Ice Skating Rink Endorsement, PI-BM-002. It has just been noticed that we inadvertently sent the incorrect version of the form.

We are withdrawing Equipment Breakdown Protection - Ice Skating Rink Endorsement (12/06) and replacing it with the

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correct version of Equipment Breakdown Protection - Ice Skating Rink Endorsement (01/08).

We have used a format of striking through deletions, underlining additions and inserting a revision bar in the left margin to indicate any changes from the earlier version that was submitted. A clean copy of the revised form is enclosed as well.

## Company and Contact

### Filing Contact Information

Diane Quarles, Compliance Analyst  
 One Bala Plaza (610) 617-7751 [Phone]  
 Bala Cynwyd, PA 19004 (866) 478-1433[FAX]

### Filing Company Information

Philadelphia Indemnity Insurance Company	CoCode: 18058	State of Domicile: Pennsylvania
One Bala Plaza	Group Code: 677	Company Type:
Suite 100		
Bala Cynwyd, PA 19004	Group Name: Philadelphia Insurance Companies	State ID Number:
(610) 617-7900 ext. [Phone]	FEIN Number: 231738402	
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Philadelphia Indemnity Insurance Company	\$50.00	01/28/2008	17703863

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/08/2008	02/08/2008



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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Approved	Yes
Supporting Document	PI-BM-002 Annotated Version	Approved	Yes
Supporting Document	letter	Approved	Yes
Form	EQUIPMENT BREAKDOWN PROTECTION - ICE SKATING RINK ENDORSEMENT	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EQUIPMENT BREAKDOWN PROTECTION - ICE SKATING RINK ENDORSEMENT	PI-BM-002	(01/08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 PI-BM-002 (12/06) Previous Filing #: AR-PC-07- 023194		PI-BM-002 .PDF

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

**EQUIPMENT BREAKDOWN PROTECTION –  
ICE SKATING RINK ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

**EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK SCHEDULE**

**Premises:** This endorsement applies to all covered premises specified elsewhere in the policy.

**Coverages, Limits of Insurance and Options:** Insurance under this endorsement applies only to coverages as set forth below.

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>	<b>DEDUCTIBLE</b>
"Total Limit per One Breakdown"	Per the Property Coverage Part Declarations	Per the Property Coverage Part Declarations
Property Damage	Included in Total Limit per One Breakdown	See Special Deductibles Below
Business Income	Per the Property Coverage Part Declarations	See Special Deductibles Below
Business Income "Period of Restoration"	Per the Property Coverage Part Declarations	Per the Property Coverage Part Declarations
Extra Expense	Per the Property Coverage Part Declarations	See Special Deductibles Below
Spoilage Damage	\$100,000	\$1,000
Utility Services – Direct Damage	Included in Spoilage	Included in Spoilage Damage Deductible
Coverage applies only if interruption lasts at least:	24 hours	N/A
Utility Services – Time Element	Included in Business Income	Included in Business Income and Extra Expense Deductibles
Coverage applies only if interruption lasts at least:	24 hours	N/A
Ammonia Contamination	\$100,000	\$1,000
"Data" or "Media"	\$10,000	\$1,000
Expediting Expense	\$100,000	\$1,000
Newly Acquired Locations	Per the Property Coverage Part Declarations and/or Property enhancement	Per the Property Coverage Part Declarations and/or Property enhancement
New Construction	\$25,000	\$1,000
Ordinance or Law (Including Demolition and Increased Cost of Construction)	Per the Property Coverage Part Declarations and/or Property enhancement	Coverage follows the Property Coverage Part Declarations
Pollutant Clean Up and Removal	\$10,000	\$1,000

COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE
Time Element from Dependent Properties	\$10,000	\$1,000
Water Damage	\$100,000	\$1,000

**Special Deductibles**

The deductibles will be determined by the total insurable values and the age of the premises at the time of the "Breakdown" per the following:

Total Insurable Values	Age of Premises	Coverage	Deductible
Less than or equal to \$7,000,000	Less than or equal to 15 years	Property Damage	§ \$5,000 for underground vessels and piping (including vessels and piping buried in concrete or sand) § \$1,000 all other "Covered Equipment"
		Business Income and Extra Expense	§ 72 hrs for underground vessels and piping (including vessels and piping buried in concrete or sand) § 24 hrs for all other "Covered Equipment"
Less than or equal to \$7,000,000	Greater than 15 years	Property Damage	§ \$10,000 for underground vessels and piping (including vessels and piping buried in concrete or sand) § \$2,500 all other "Covered Equipment"
		Business Income and Extra Expense	§ 72 hrs for underground vessels and piping (including vessels and piping buried in concrete or sand) § 24 hrs for all other "Covered Equipment"
Greater than \$7,000,000	Less than or equal to 15 years	Property Damage	§ \$5,000 for underground vessels and piping (including vessels and piping buried in concrete or sand) § \$2,500 all other "Covered Equipment"
		Business Income and Extra Expense	§ 2 x ADV for underground vessels and piping (including vessels and piping buried in concrete or sand) § 1 x ADV for all other "Covered Equipment"
Greater than \$7,000,000	Greater than 15 years	Property Damage	§ \$10,000 for underground vessels and piping (including vessels and piping buried in concrete or sand) § \$5,000 all other "Covered Equipment"
		Business Income and Extra Expense	§ 2 x ADV for underground vessels and piping (including vessels and piping buried in concrete or sand) § 1 x ADV for all other "Covered Equipment"

**ADDITIONAL COVERAGE EXTENSION, RESTRICTIONS, SPECIAL PROVISIONS:**

## A. COVERAGE

As respects coverage provided under this policy, the following coverage is added:

### 1. Equipment Breakdown Protection - Ice Skating Rink

We will pay for direct physical damage caused by a covered cause of loss to "Covered Property" located at the covered premises described in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

With regard to this **EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK ENDORSEMENT** only, covered cause of loss is defined as "Breakdown" to "Covered Equipment." The most we will pay is the limit of insurance in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

### 2. Coverage Extensions. As respects coverage provided under this **EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK ENDORSEMENT** only, the following is added:

You may extend the insurance provided by this **EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK ENDORSEMENT** as follows. If coverage is selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, the most we will pay under these coverage extensions are the limits of insurance in such schedule. These limits are a part of and not in addition to the "Total Limit per One Breakdown."

These coverages apply only to that portion of the loss or damage that is a direct result of a "Breakdown" to "Covered Equipment" that is not excluded elsewhere in this policy or this **EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK ENDORSEMENT**.

#### a. Business Income

If Business Income coverage is provided elsewhere in the policy, it shall apply to coverage under the **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** with the same terms, conditions and exclusions found elsewhere in this policy except as follows:

Business Income means the net income (net profit or loss before income taxes) that would have been earned or incurred and continuing normal operating expenses incurred, excluding "Ordinary Payroll".

#### b. Extra Expense

If Extra Expense coverage is provided elsewhere in the policy, it shall apply to coverage under the **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** with the same terms, conditions and exclusions found elsewhere in this policy.

#### c. Spoilage Damage

We will pay you for spoilage damage to raw materials, property in process or finished products provided all of the following conditions are met:

- (1) The raw material, property in process or finished products must be in storage or in the course of being manufactured; and
- (2) You must own or be legally liable under written contract for the raw materials, property in process or finished products; and
- (3) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.

As respects spoilage damage caused by a "Breakdown" to "Covered Equipment" only, coverage provided under this coverage extension supersedes any other spoilage coverage provided elsewhere in this policy.

**d. Utility Services – Direct Damage**

If Utility Services – Direct Damage coverage is included under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** and spoilage damage is also covered under this endorsement, the selected coverage is extended to include loss resulting from 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 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, gas, heating, refrigeration, steam, water or waste treatment to your premises; and
- (3) The interruption of utility service to your covered premises lasts at least the consecutive period of time shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

**e. Utility Services – Time Element**

If Utility Services – Time Element coverage is included under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** and business income and/or extra expense is also covered under this endorsement, the selected coverage(s) are extended to include loss resulting from 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 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, gas, heating, refrigeration, steam, water or waste treatment to your premises; and
- (3) The interruption of utility service to your covered premises lasts at least the consecutive period of time shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

**f. Ammonia Contamination**

If “Covered Property” is contaminated by ammonia as a direct result of a “Breakdown” to “Covered Equipment,” we will pay for this kind of damage, including salvage expense.

**g. “Data” Or “Media” Coverage**

If:

- (1) You purchase “Data” or “Media” coverage under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT**; and
- (2) You have selected coverage for business income and/or extra expense under this endorsement; and
- (3) “Media” is damaged or “Data” is lost or corrupted as a direct result of a “Breakdown” to “Covered Equipment,”

We will also pay your actual loss of business income and/or your extra expenses during the time necessary to:

- (1) Research, recreate, replace or restore the damaged “Media” or lost or corrupted “Data”; and
- (2) Reprogram instructions used in any covered “Computer Equipment.”

There shall be no coverage for any “Data” or “Media” that cannot be replaced, recreated, or restored.

The most we will pay under this coverage extension for business income and/or your extra expense incurred is the limit of insurance indicated for “Data” or “Media” coverage in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

**h. Expediting Expense**

With respect to your damaged "Covered Property," we will pay the reasonable extra cost to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs or permanent replacement.

**i. Newly Acquired Property**

If selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, coverage is provided per terms, conditions and exclusions found elsewhere in this policy.

**j. New Construction**

If selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, coverage is provided per terms, conditions and exclusions found elsewhere in this policy.

**k. Ordinance or Law (Including Demolition and Increased cost of Construction)**

If selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, coverage is provided per terms, conditions and exclusions found elsewhere in this policy.

**l. Pollutant Clean Up and Removal**

If "Covered Property" is damaged, contaminated or polluted by a "Hazardous Substance" as a direct result of a "Breakdown" to "Covered Equipment", we will pay for any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property.

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.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.

If you have selected business income and/or extra expense coverages under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT**, we will also pay for any loss of business income or extra expense caused by such contamination.

The maximum we will pay for damage to "Covered Property," business income and/or extra expense under this coverage extension shall be the limit of insurance indicated in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** for pollutant clean up and removal.

**m. Time Element from Dependent Property**

If selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, coverage is provided per terms, conditions and exclusions found elsewhere in this policy.

**n. Water Damage**

If "Covered Property" is damaged by water as a direct result of a "Breakdown" to "Covered Equipment" we will pay for this kind of damage, including salvage expense.

**B. EXCLUSIONS**

1. As respects coverage provided under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** only, **B. Exclusions 2.a; 2.d.(6); 2.e.** and **C. Limitations 1.a.** and **1.b.** of the **CAUSES OF LOSS FORM** attached to this policy are deleted.
2. The following exclusions are added as respects coverage provided under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** only.  
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.
  - a. Earth Movement  
Earth movement including, but not limited to, earthquake, landslide, land subsidence, mine subsidence, sinkhole collapse or volcanic action.
  - b. Water

- (1) Flood, surface water, waves, tides, tidal waves, tsunamis, overflow of any body of water, or their spray, all whether driven by wind or not; or
  - (2) Mudflow or mudslides; or
  - (3) Water damage caused by the discharge or leakage of a sprinkler system, sewer piping or domestic water piping.
- c. Damage to "Covered Equipment" undergoing any of the following tests:
    - (1) A hydrostatic, pneumatic or gas pressure test of any boiler, fired vessel or electrical steam generator; or
    - (2) An insulation breakdown test or any type of electrical or electronic "Covered Equipment."
  - d. Loss caused by or resulting from: fire; combustion explosion; aircraft; civil commotion; collapse; freezing caused by cold weather; hail; impact of aircraft, missile or vehicle; lightning; molten material; objects falling from aircraft or missiles; riot; smoke; vandalism; vehicles; weight of snow, ice or sleet; or windstorm.
  - e. An explosion. However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of the following kind: steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.
  - f. Depletion, deterioration, corrosion, erosion, wear and tear, rust, fungus, decay, wet or dry rot, or mold. However, if a "Breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded.
  - g. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.
  - h. With respect to business income, extra expense and/or utility services—direct damage and utility services-time element coverages, the following additional exclusions will apply:
    - (1) The business that would not or could not have been carried on if the "Breakdown" had not occurred; or
    - (2) Your failure to use due diligence and dispatch to operate your business as nearly normal as practicable at the covered premises shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**; or
    - (3) The suspension, lapse or cancellation of a contract following a "Breakdown" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or cancelled.
  - i. With respect to utility services—direct damage and utility services- time element coverages, the following additional exclusions will apply:
    - (1) Acts of sabotage;
    - (2) Deliberate act(s) of load shedding by the supplying or distributing utility.

**C. LIMITS OF INSURANCE**

As respects coverage provided under this endorsement only, the following is added:

- 1. The most we will pay for loss and expense arising from any "One Breakdown" is the amount shown as the "Limit per One Breakdown" in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**. This limit applies to all coverages under Section **A. Coverage**, including coverage extensions.
- 2. The limit of insurance under each of the coverage extensions for loss or expense arising from any "One Breakdown" is the amount shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** for that coverage extension. If two or more limits apply to the same portion of a loss we will only pay the smallest limit.

3. If, as a direct result of loss, as otherwise covered by the **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT**, to “Covered Property” that is buried (including buried in sand or concrete), you incur excavation costs to locate, uncover, remove and/or rebury the “Covered Property,” the most we will pay for such excavation costs is \$100,000.

#### D. DEDUCTIBLES

As respects coverage provided under this endorsement only, the following shall apply:

##### 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 **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**. 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 deductible is shown as combined for any of the coverages in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, then we will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or
- b. More than one “Covered Equipment” is involved in “One Breakdown,” then only one deductible, the highest, shall apply to each of the applicable coverages.

##### 2. Determination of Deductibles

###### a. Dollar Deductible

If a dollar deductible is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, we will first subtract the deductible amount from a loss we would otherwise pay.

###### b. Multiple per Unit Deductible

If a multiple of units is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, the deductible will be calculated as the sum 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 “Breakdown,” the deductible will be \$25 times 500 hp which equals \$12,500.)

###### c. Time Deductible

If a time deductible is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, we will not be liable for any loss under that coverage that occurs during the 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 Daily Value Deductible

If a multiple of daily value is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, 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 “Breakdown” taken place.
- (2) Divide the result in paragraph (1) by the number of days the business would have been open during the “Period of Restoration.” The result is the daily value.
- (3) Multiply the daily value in paragraph (2) by the number of daily value multiples shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the

amount of loss or damage in excess of the deductible, up to the applicable limit of insurance.

e. **Percentage of Loss Deductible**

If a deductible is expressed as a percentage of loss in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, we will not be liable for the indicated percentage of the gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

f. **Minimum Or Maximum Deductible**

- (1) If a minimum dollar amount deductible is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**; and the dollar amount of the multiple per unit, multiple of daily value or the percentage of loss deductible is less than the minimum deductible, then the minimum deductible amount shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** will be the applicable deductible.
- (2) If a maximum dollar amount deductible is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**; and the dollar amount of the multiple per unit, multiple of daily value or the percentage of Loss deductible is greater than the maximum deductible; then the maximum deductible amount shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** will be the applicable deductible.

**E. CONDITIONS**

As respects coverage provided under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** only, the following shall apply:

**1. Inspection**

We have the right but are not obligated to make inspections and surveys at any time, give you reports on the conditions we find, and recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions are safe or healthful; or comply with laws, regulations, codes or standards.

**2. Suspension:**

Whenever “Covered Equipment” is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT**. We will deliver or mail a written notice of suspension to your last known address or the address where the “Covered Equipment” is located.

Once suspended in this way, your coverage can be reinstated only by an endorsement for that “Covered Equipment.”

If we suspend your coverage, you will get a pro rata refund of premium for that “Covered Equipment.” But the suspension will be effective even if we have not yet made or offered a refund.

**3. Valuation**

The following valuation shall apply as respects any loss or damage to “Covered Property” that is the direct result of a “Breakdown” to “Covered Equipment”:

- a. We will pay you the actual cash value of any “Covered Equipment” that are located at a facility that is fifteen (15) years or older. If the damaged property can be restored by the replacement of any part or parts, we will pay only the lesser of:
  - (1) The reasonable cost of the restoration; or
  - (2) The actual cash value of the damaged property.

- b. For all other "Covered Property," we will pay the amount you spend to repair or replace such "Covered Property" with other property of like kind, quality and capacity. Our payment will be the smallest of:
- (1) The cost to repair the damaged property;
  - (2) The cost to replace the damaged property; or
  - (3) The amount you actually spend that is necessary to repair or replace the damaged property.

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

- c. If "Covered Equipment" cannot be repaired or the cost to repair is more than the cost to replace, and the damage to the "Covered Equipment" equals or exceeds 100% of the actual cash value of the "Covered Equipment", you may choose to apply the following provision. New Generation Coverage – If you want to replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity, we will pay up to 25% more than "Covered Equipment" of like kind, quality and capacity would have cost at the time of the "Breakdown."
- d. Except for New Generation Coverage, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a larger capacity.
- e. If any damaged "Covered Property", that is intended for your use, is protected by an extended warranty, or maintenance or service contract; and that warranty or contract becomes void or unusable due to a "Breakdown"; we will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts.
- f. We will determine the value of "Covered Property" under Spoilage Damage Coverage as follows:
- (1) For raw materials, the replacement cost;
  - (2) For goods in process, the replacement cost of the raw materials, the labor extended and the proper proportion of overhead charges; and
  - (3) For finished goods, the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.
- g. Pair, Sets or Parts  
As otherwise provided in the policy.

## F. DEFINITIONS

As respects coverage provided under this endorsement only, the following are added:

1. "Breakdown"
  - a. "Breakdown" means the following direct physical loss that causes physical damage to "Covered Equipment" and necessitates its repair or replacement:
    - (1) Failure of pressure or vacuum equipment; or
    - (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
    - (3) Electrical failure including arcing;
 unless such loss or damage is otherwise excluded within this policy or any endorsement forming a part of this policy.
  - b. "Breakdown" does not mean or include:
    - (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification; or
    - (2) Defects, erasures, errors, limitations or viruses in "Computer Equipment," "Data," "Media" and/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; or

- (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection; or
- (4) Damage to any vacuum tube, gas tube, or brush; or
- (5) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts; or
- (6) The functioning of any safety or protective device; or
- (7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

3. "Computer Equipment" means your programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "Data" or "Media."

3. "Covered Equipment"

- a. "Covered Equipment" means and includes any:

- (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;
- (2) 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"; or
- (3) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; or
- (4) Communication equipment and "Computer Equipment"; or
- (5) Fiber optic cable.

- b. "Covered Equipment" does not mean or include any:

- (1) "Media"; or
- (2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum; or
- (3) Insulating or refractory material; or
- (4) 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 a Code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors; or
- (5) Catalyst; or
- (6) 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
- (7) 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; or
- (8) 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; or
- (9) Elevator or escalator, but not excluding any electrical machine or apparatus mounted on or used with this equipment; or
- (10) 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; or
- (11) Astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites); or
- (12) "Diagnostic Equipment"; or
- (13) "Power Generating Equipment"; or

(14) Equipment or any part of equipment manufactured by you for sale.

4. "Covered Property" means any property that you own, or is in your care, custody or control and for which you are legally liable, while located at the covered premises described in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

"Covered Property" does not mean live mammals, fish, birds, reptiles or insects. It also does not mean eggs intended to become live mammals, fish, birds, reptiles or insects.

5. "Data" means: programmed and recorded material stored on "Media" and programming records used for electronic data processing, or electronically controlled equipment.
6. "Diagnostic Equipment" means any machine or apparatus (other than astronomical telescopes, cyclotron, nuclear reactor or particle accelerator) used solely for research, diagnosis, medical, surgical, therapeutic, dental or pathological purposes.
7. "Hazardous Substance" means any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.
8. "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells.
9. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns," all will be considered "One Breakdown."  
All "Breakdowns" at any one location that manifest themselves at the same time and are the result of the same cause will be considered "One Breakdown." If an initial "Breakdown" causes other "Breakdowns," all will be considered "One Breakdown."
10. "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 Workers' Compensation premiums.
11. "Period of Restoration" means the period of time that:  
a. Begins at the time of the "Breakdown"; and  
b. Ends the number of consecutive days indicated in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** after the date when the damaged property at the covered premises described in the schedule above could have been repaired or replaced with reasonable speed and similar quality.
12. "Power Generating Equipment" means any pressure, mechanical or electrical equipment, machinery, apparatus used in, or associated with, the generation of electric power; but it does not include emergency power generating equipment less than or equal to 1000kw.
13. "Total Limit per One Breakdown" means the total maximum amount payable for all coverages provided under this endorsement as the result of "One Breakdown."

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



SERFF Tracking Number: PHLX-125461685 State: Arkansas  
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: ML AR0032402F01  
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package  
Portion Only  
Product Name: Boiler Misc Comm Package  
Project Name/Number: Boiler Misc Comm Package/ML AR0032402F01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/08/2008

**Comments:**

**Attachments:**

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF  
AR - NAIC FORM FILING SCHEDULE.PDF

**Satisfied -Name:** AR - FORM FILING ABSTRACT F-1 **Review Status:** Approved 02/08/2008

**Comments:**

**Attachment:**

AR - FORM FILING ABSTRACT F-1.PDF

**Satisfied -Name:** PI-BM-002 Annotated Version **Review Status:** Approved 02/08/2008

**Comments:**

**Attachment:**  
PI-BM-002 Annotated Version.PDF

**Satisfied -Name:** letter **Review Status:** Approved 02/08/2008

**Comments:**

**Attachment:**  
letter.PDF

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
Philadelphia Insurance Companies	0677

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Philadelphia Indemnity Insurance Company	PA	18058	231738402	

<b>5. Company Tracking Number</b>	ML AR0032402F01
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Diane Quarles One Bala Plaza, Suite 100 Bala Cynwyd PA 19004	Compliance Analyst	877-438-7459	866-478-1433	<a href="mailto:quarlesd@phlyins.com">quarlesd@phlyins.com</a>

<b>7.</b> Signature of authorized filer	
<b>8.</b> Please print name of authorized filer	Diane Quarles

**Filing Information** (see General Instructions for descriptions of these fields)

<b>9.</b>	<b>Type of Insurance (TOI)</b>	05.1 Commercial Multi-Peril - Non-Liability Portion Only	
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	05.1003 Commercial Package	
<b>11.</b>	<b>State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>		
<b>12.</b>	<b>Company Program Title (Marketing Title)</b>	Boiler & Machinery Systems / Equipment Breakdown Coverage	
<b>13.</b>	<b>Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)	
<b>14.</b>	<b>Effective Date(s) Requested</b>	New: 3/1/08	Renewal: 3/1/08
<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>16.</b>	<b>Reference Organization (if applicable)</b>		
<b>17.</b>	<b>Reference Organization # &amp; Title</b>		
<b>18.</b>	<b>Company's Date of Filing</b>	1/28/08	
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	

## Property & Casualty Transmittal Document

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ML AR0032402F01
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Philadelphia Indemnity Insurance Company recently filed an Equipment Breakdown Protection - Ice Skating Rink Endorsement, PI-BM-002. It has just been noticed that we inadvertently sent the incorrect version of the form.

We are withdrawing Equipment Breakdown Protection - Ice Skating Rink Endorsement (12/06) and replacing it with the correct version of Equipment Breakdown Protection - Ice Skating Rink Endorsement (01/08).

We have used a format of striking through deletions, underlining additions and inserting a revision bar in the left margin to indicate any changes from the earlier version that was submitted. A clean copy of the revised form is enclosed as well.

<b>22.</b>	<b>Filing Fees</b> (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]			
<table style="width: 100%; border: none;"> <tr> <td style="padding: 5px;"><b>Check #:</b></td> <td style="padding: 5px;">EFT</td> </tr> <tr> <td style="padding: 5px;"><b>Amount:</b></td> <td style="padding: 5px;">50.00</td> </tr> </table> <p style="text-align: center; margin-top: 20px;"><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	<b>Check #:</b>	EFT	<b>Amount:</b>	50.00
<b>Check #:</b>	EFT			
<b>Amount:</b>	50.00			

\*\*\*Refer to 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ML AR0032402F01
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	n/a
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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	EQUIPMENT BREAKDOWN PROTECTION - ICE SKATING RINK ENDORSEMENT	PI-BM-002 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PI-BM-002 (12/06)	AR-PC-07-023194
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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

**ALL QUESTIONS MUST BE ANSWERED**

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 1/25/08

2. Company Name(s) Philadelphia Indemnity Insurance Company

Group Name Philadelphia Insurance Companies NAIC No. 18058 Group No. 0677

3. (a) Annual Statement Line of Business Number (Page 14) 5

(b) Class of Business \_\_\_\_\_

© Coverages Affected \_\_\_\_\_

4. (a) Name of Advisory Organization, if any n/a

(b) Affiliations with Advisory Organization: Member (  ) Subscriber (  )

5. Is this a reference filing? Yes (  ) No (  ) If yes, please provide the following:

(a) Name of Advisory Organization (or Affiliated Company) \_\_\_\_\_

(b) Date of Filing \_\_\_\_\_

© Filing Designation Number or Description \_\_\_\_\_

**PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM**

7. Has the form(s) been approved for use in your domiciliary state and/or other states?  
yes

8. Is the form filed in response to or due to legislation? If so, specify legislation.  
no

9. Is the form in response to or due to recent court decisions? If so, give citation.  
no

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



**Signature**

Diane Quarles

**Title**

610-617-7751

**Telephone Number**

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
PI-BM-002 (12/06) (12/06)	3/1/08	PI-BM-002 (01/08)	EQUIPMENT BREAKDOWN PROTECTION - ICE SKATING RINK ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****EQUIPMENT BREAKDOWN PROTECTION –  
ICE SKATING RINK ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PROPERTY COVERAGE PART**  
**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**  
**BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

**EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK SCHEDULE**

**Premises:** This endorsement applies to all covered premises specified elsewhere in the policy.

**Coverages, Limits of Insurance and Options:** Insurance under this endorsement applies only to coverages as set forth below.

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>	<b>DEDUCTIBLE</b>
"Total Limit per One Breakdown"	Per the Property Coverage Part Declarations	Per the Property Coverage Part Declarations
Property Damage	Included in Total Limit per One Breakdown	See Special Deductibles Below
Business Income	Per the Property Coverage Part Declarations	See Special Deductibles Below
Business Income "Period of Restoration"	Per the Property Coverage Part Declarations	Per the Property Coverage Part Declarations
Extra Expense	Per the Property Coverage Part Declarations	See Special Deductibles Below
Spoilage Damage	\$100,000	\$1,000
Utility Services – Direct Damage	Included in Spoilage	N/A <u>Included with Spoilage Damage Deductible</u>
Coverage applies only if interruption lasts at least:	24 hours	N/A
Utility Services – Time Element	Included in Business Income	N/A <u>Included with Business Income and Extra Expense Deductibles</u>
Coverage applies only if interruption lasts at least:	24 hours	N/A
Ammonia Contamination	\$100,000	\$1,000
"Data" or "Media"	\$10,000	\$1,000
Expediting Expense	\$100,000	\$1,000
Newly Acquired Locations	Per the Property Coverage Part Declarations and/or Property enhancement	Per the Property Coverage Part Declarations and/or Property enhancement
New Construction	\$25,000	\$1,000
Ordinance or Law (Including Demolition and Increased Cost of Construction)	Per the Property Coverage Part Declarations and/or Property enhancement	Coverage follows the Property Coverage Part Declarations
Pollutant Clean Up and Removal	\$10,000	\$1,000

COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE
Time Element from Dependent Properties	\$10,000	\$1,000
Water Damage	\$100,000	\$1,000

### Special Deductibles

The deductibles will be determined by the total insurable values and the age of the premises at the time of the "Breakdown" per the following:

Total Insurable Values	Age of Premises	Coverage	Deductible
Less than or equal to \$7,000,000	Less than or equal to 15 years	Property Damage	§ \$5,000 for underground vessels and piping (including vessels and piping buried in concrete or sand) § \$1,000 all other "Covered Equipment"
		Business Income and Extra Expense	§ 72 hrs for underground vessels and piping (including vessels and piping buried in concrete or sand) § 24 hrs for all other "Covered Equipment"
Less than or equal to \$7,000,000	Greater than 15 years	Property Damage	§ \$10,000 for underground vessels and piping (including vessels and piping buried in concrete or sand) § \$2,500 all other "Covered Equipment"
		Business Income and Extra Expense	§ 72 hrs for underground vessels and piping (including vessels and piping buried in concrete or sand) § 24 hrs for all other "Covered Equipment"
Greater than \$7,000,000	Less than or equal to 15 years	Property Damage	§ \$5,000 for underground vessels and piping (including vessels and piping buried in concrete or sand) § \$2,500 all other "Covered Equipment"
		Business Income and Extra Expense	§ 2 x ADV for underground vessels and piping (including vessels and piping buried in concrete or sand) § 1 x ADV for all other "Covered Equipment"
Greater than \$7,000,000	Greater than 15 years	Property Damage	§ \$10,000 for underground vessels and piping (including vessels and piping buried in concrete or sand) § \$5,000 all other "Covered Equipment"
		Business Income and Extra Expense	§ 2 x ADV for underground vessels and piping (including vessels and piping buried in concrete or sand) § 1 x ADV for all other "Covered Equipment"

### ADDITIONAL COVERAGE EXTENSION, RESTRICTIONS, SPECIAL PROVISIONS:

## A. COVERAGE

As respects coverage provided under this policy, the following coverage is added:

### 1. Equipment Breakdown Protection - Ice Skating Rink

We will pay for direct physical damage caused by a covered cause of loss to "Covered Property" located at the covered premises described in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

With regard to this **EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK ENDORSEMENT** only, covered cause of loss is defined as "Breakdown" to "Covered Equipment." The most we will pay is the limit of insurance in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

### 2. Coverage Extensions. As respects coverage provided under this **EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK ENDORSEMENT** only, the following is added:

You may extend the insurance provided by this **EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK ENDORSEMENT** as follows. If coverage is selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, the most we will pay under these coverage extensions are the limits of insurance in such schedule. These limits are a part of and not in addition to the "Total Limit per One Breakdown."

These coverages apply only to that portion of the loss or damage that is a direct result of a "Breakdown" to "Covered Equipment" that is not excluded elsewhere in this policy or this **EQUIPMENT BREAKDOWN PROTECTION ICE SKATING RINK ENDORSEMENT**.

#### a. Business Income

If Business Income coverage is provided elsewhere in the policy, it shall apply to coverage under the **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** with the same terms, conditions and exclusions found elsewhere in this policy except as follows:

Business Income means the net income (net profit or loss before income taxes) that would have been earned or incurred and continuing normal operating expenses incurred, excluding "Ordinary Payroll".

#### b. Extra Expense

If Extra Expense coverage is provided elsewhere in the policy, it shall apply to coverage under the **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** with the same terms, conditions and exclusions found elsewhere in this policy.

#### c. Spoilage Damage

We will pay you for spoilage damage to raw materials, property in process or finished products provided all of the following conditions are met:

- (1) The raw material, property in process or finished products must be in storage or in the course of being manufactured; and
- (2) You must own or be legally liable under written contract for the raw materials, property in process or finished products; and
- (3) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.

As respects spoilage damage caused by a "Breakdown" to "Covered Equipment" only, coverage provided under this coverage extension supersedes any other spoilage coverage provided elsewhere in this policy.

**d. Utility Services – Direct Damage**

If Utility Services – Direct Damage coverage is included under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** and spoilage damage is also covered under this endorsement, the selected coverage is extended to include loss resulting from 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 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, gas, heating, refrigeration, steam, water or waste treatment to your premises; and
- (3) The interruption of utility service to your covered premises lasts at least the consecutive period of time shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

**e. Utility Services – Time Element**

If Utility Services – Time Element coverage is included under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** and business income and/or extra expense is also covered under this endorsement, the selected coverage(s) are extended to include loss resulting from 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 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, gas, heating, refrigeration, steam, water or waste treatment to your premises; and
- (3) The interruption of utility service to your covered premises lasts at least the consecutive period of time shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

**f. Ammonia Contamination**

If “Covered Property” is contaminated by ammonia as a direct result of a “Breakdown” to “Covered Equipment,” we will pay for this kind of damage, including salvage expense.

**g. “Data” Or “Media” Coverage**

If:

- (1) You purchase “Data” or “Media” coverage under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT**; and
- (2) You have selected coverage for business income and/or extra expense under this endorsement; and
- (3) “Media” is damaged or “Data” is lost or corrupted as a direct result of a “Breakdown” to “Covered Equipment,”

We will also pay your actual loss of business income and/or your extra expenses during the time necessary to:

- (1) Research, recreate, replace or restore the damaged “Media” or lost or corrupted “Data”; and
- (2) Reprogram instructions used in any covered “Computer Equipment.”

There shall be no coverage for any “Data” or “Media” that cannot be replaced, recreated, or restored.

The most we will pay under this coverage extension for business income and/or your extra expense incurred is the limit of insurance indicated for “Data” or “Media” coverage in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

**h. Expediting Expense**

With respect to your damaged "Covered Property," we will pay the reasonable extra cost to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs or permanent replacement.

**i. Newly Acquired Property**

If selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, coverage is provided per terms, conditions and exclusions found elsewhere in this policy.

**j. New Construction**

If selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, coverage is provided per terms, conditions and exclusions found elsewhere in this policy.

**k. Ordinance or Law (Including Demolition and Increased cost of Construction)**

If selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, coverage is provided per terms, conditions and exclusions found elsewhere in this policy.

**l. Pollutant Clean Up and Removal**

If "Covered Property" is damaged, contaminated or polluted by a "Hazardous Substance" as a direct result of a "Breakdown" to "Covered Equipment", we will pay for any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property.

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.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.

If you have selected business income and/or extra expense coverages under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT**, we will also pay for any loss of business income or extra expense caused by such contamination.

The maximum we will pay for damage to "Covered Property," business income and/or extra expense under this coverage extension shall be the limit of insurance indicated in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** for pollutant clean up and removal.

**m. Time Element from Dependent Property**

If selected on the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, coverage is provided per terms, conditions and exclusions found elsewhere in this policy.

**n. Water Damage**

If "Covered Property" is damaged by water as a direct result of a "Breakdown" to "Covered Equipment" we will pay for this kind of damage, including salvage expense.

**B. EXCLUSIONS**

1. As respects coverage provided under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** only, **B. Exclusions 2.a; 2.d.(6); 2.e.** and **C. Limitations 1.a.** and **1.b.** of the **CAUSES OF LOSS FORM** attached to this policy are deleted.
2. The following exclusions are added as respects coverage provided under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** only.  
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.
  - a. Earth Movement  
Earth movement including, but not limited to, earthquake, landslide, land subsidence, mine subsidence, sinkhole collapse or volcanic action.
  - b. Water

- (1) Flood, surface water, waves, tides, tidal waves, tsunamis, overflow of any body of water, or their spray, all whether driven by wind or not; or
  - (2) Mudflow or mudslides; or
  - (3) Water damage caused by the discharge or leakage of a sprinkler system, sewer piping or domestic water piping.
- c. Damage to "Covered Equipment" undergoing any of the following tests:
    - (1) A hydrostatic, pneumatic or gas pressure test of any boiler, fired vessel or electrical steam generator; or
    - (2) An insulation breakdown test or any type of electrical or electronic "Covered Equipment."
  - d. Loss caused by or resulting from: fire; combustion explosion; aircraft; civil commotion; collapse; freezing caused by cold weather; hail; impact of aircraft, missile or vehicle; lightning; molten material; objects falling from aircraft or missiles; riot; smoke; vandalism; vehicles; weight of snow, ice or sleet; or windstorm.
  - e. An explosion. However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of the following kind: steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.
  - f. Depletion, deterioration, corrosion, erosion, wear and tear, rust, fungus, decay, wet or dry rot, or mold. However, if a "Breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded.
  - g. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.
  - h. With respect to business income, extra expense and/or utility services—direct damage and utility services-time element coverages, the following additional exclusions will apply:
    - (1) The business that would not or could not have been carried on if the "Breakdown" had not occurred; or
    - (2) Your failure to use due diligence and dispatch to operate your business as nearly normal as practicable at the covered premises shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**; or
    - (3) The suspension, lapse or cancellation of a contract following a "Breakdown" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or cancelled.
  - i. With respect to utility services—direct damage and utility services- time element coverages, the following additional exclusions will apply:
    - (1) Acts of sabotage;
    - (2) Deliberate act(s) of load shedding by the supplying or distributing utility.

### C. LIMITS OF INSURANCE

As respects coverage provided under this endorsement only, the following is added:

1. The most we will pay for loss and expense arising from any "One Breakdown" is the amount shown as the "Limit per One Breakdown" in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**. This limit applies to all coverages under Section **A. Coverage**, including coverage extensions.
2. The limit of insurance under each of the coverage extensions for loss or expense arising from any "One Breakdown" is the amount shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** for that coverage extension. If two or more limits apply to the same portion of a loss we will only pay the smallest limit.

3. If, as a direct result of loss, as otherwise covered by the **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT**, to “Covered Property” that is buried (including buried in sand or concrete), you incur excavation costs to locate, uncover, remove and/or rebury the “Covered Property,” the most we will pay for such excavation costs is \$100,000.

#### D. DEDUCTIBLES

As respects coverage provided under this endorsement only, the following shall apply:

##### 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 **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**. 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 deductible is shown as combined for any of the coverages in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, then we will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or
- b. More than one “Covered Equipment” is involved in “One Breakdown,” then only one deductible, the highest, shall apply to each of the applicable coverages.

##### 2. Determination of Deductibles

###### a. Dollar Deductible

If a dollar deductible is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, we will first subtract the deductible amount from a loss we would otherwise pay.

###### b. Multiple per Unit Deductible

If a multiple of units is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, the deductible will be calculated as the sum 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 "Breakdown," the deductible will be \$25 times 500 hp which equals \$12,500.)

###### c. Time Deductible

If a time deductible is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, we will not be liable for any loss under that coverage that occurs during the 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 Daily Value Deductible

If a multiple of daily value is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, 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 “Breakdown” taken place.
- (2) Divide the result in paragraph (1) by the number of days the business would have been open during the “Period of Restoration.” The result is the daily value.
- (3) Multiply the daily value in paragraph (2) by the number of daily value multiples shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the

amount of loss or damage in excess of the deductible, up to the applicable limit of insurance.

e. **Percentage of Loss Deductible**

If a deductible is expressed as a percentage of loss in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**, we will not be liable for the indicated percentage of the gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

f. **Minimum Or Maximum Deductible**

- (1) If a minimum dollar amount deductible is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**; and the dollar amount of the multiple per unit, multiple of daily value or the percentage of loss deductible is less than the minimum deductible, then the minimum deductible amount shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** will be the applicable deductible.
- (2) If a maximum dollar amount deductible is shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**; and the dollar amount of the multiple per unit, multiple of daily value or the percentage of Loss deductible is greater than the maximum deductible; then the maximum deductible amount shown in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** will be the applicable deductible.

## E. CONDITIONS

As respects coverage provided under this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT** only, the following shall apply:

### 1. Inspection

We have the right but are not obligated to make inspections and surveys at any time, give you reports on the conditions we find, and recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions are safe or healthful; or comply with laws, regulations, codes or standards.

### 2. Suspension:

Whenever “Covered Equipment” is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this **EQUIPMENT BREAKDOWN PROTECTION – ICE SKATING RINK ENDORSEMENT**. We will deliver or mail a written notice of suspension to your last known address or the address where the “Covered Equipment” is located.

Once suspended in this way, your coverage can be reinstated only by an endorsement for that “Covered Equipment.”

If we suspend your coverage, you will get a pro rata refund of premium for that “Covered Equipment.” But the suspension will be effective even if we have not yet made or offered a refund.

### 3. Valuation

The following valuation shall apply as respects any loss or damage to “Covered Property” that is the direct result of a “Breakdown” to “Covered Equipment”:

- a. We will pay you the actual cash value of any “Covered Equipment” that are located at a facility that is fifteen (15) years or older. If the damaged property can be restored by the replacement of any part or parts, we will pay only the lesser of:
  - (1) The reasonable cost of the restoration; or
  - (2) The actual cash value of the damaged property.

- b. For all other "Covered Property," we will pay the amount you spend to repair or replace such "Covered Property" with other property of like kind, quality and capacity. Our payment will be the smallest of:
- (1) The cost to repair the damaged property;
  - (2) The cost to replace the damaged property; or
  - (3) The amount you actually spend that is necessary to repair or replace the damaged property.

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

- c. If "Covered Equipment" cannot be repaired or the cost to repair is more than the cost to replace, and the damage to the "Covered Equipment" equals or exceeds 100% of the actual cash value of the "Covered Equipment", you may choose to apply the following provision. New Generation Coverage – If you want to replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity, we will pay up to 25% more than "Covered Equipment" of like kind, quality and capacity would have cost at the time of the "Breakdown."
- d. Except for New Generation Coverage, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a larger capacity.
- e. If any damaged "Covered Property", that is intended for your use, is protected by an extended warranty, or maintenance or service contract; and that warranty or contract becomes void or unusable due to a "Breakdown"; we will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts.
- f. We will determine the value of "Covered Property" under Spoilage Damage Coverage as follows:
- (1) For raw materials, the replacement cost;
  - (2) For goods in process, the replacement cost of the raw materials, the labor extended and the proper proportion of overhead charges; and
  - (3) For finished goods, the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.
- g. Pair, Sets or Parts  
As otherwise provided in the policy.

## F. DEFINITIONS

As respects coverage provided under this endorsement only, the following are added:

1. "Breakdown"
  - a. "Breakdown" means the following direct physical loss that causes physical damage to "Covered Equipment" and necessitates its repair or replacement:
    - (1) Failure of pressure or vacuum equipment; or
    - (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
    - (3) Electrical failure including arcing;
 unless such loss or damage is otherwise excluded within this policy or any endorsement forming a part of this policy.
  - b. "Breakdown" does not mean or include:
    - (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification; or
    - (2) Defects, erasures, errors, limitations or viruses in "Computer Equipment," "Data," "Media" and/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; or

- (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection; or
- (4) Damage to any vacuum tube, gas tube, or brush; or
- (5) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts; or
- (6) The functioning of any safety or protective device; or
- (7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

3. "Computer Equipment" means your programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "Data" or "Media."

3. "Covered Equipment"

- a. "Covered Equipment" means and includes any:

- (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;
- (2) 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"; or
- (3) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; or
- (4) Communication equipment and "Computer Equipment"; or
- (5) Fiber optic cable.

- b. "Covered Equipment" does not mean or include any:

- (1) "Media"; or
- (2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum; or
- (3) Insulating or refractory material; or
- (4) 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 a Code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors; or
- (5) Catalyst; or
- (6) 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
- (7) 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; or
- (8) 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; or
- (9) Elevator or escalator, but not excluding any electrical machine or apparatus mounted on or used with this equipment; or
- (10) 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; or
- (11) Astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites); or
- (12) "Diagnostic Equipment"; or
- (13) "Power Generating Equipment"; or

(14) Equipment or any part of equipment manufactured by you for sale.

4. "Covered Property" means any property that you own, or is in your care, custody or control and for which you are legally liable, while located at the covered premises described in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE**.

"Covered Property" does not mean live mammals, fish, birds, reptiles or insects. It also does not mean eggs intended to become live mammals, fish, birds, reptiles or insects.

5. "Data" means: programmed and recorded material stored on "Media" and programming records used for electronic data processing, or electronically controlled equipment.
6. "Diagnostic Equipment" means any machine or apparatus (other than astronomical telescopes, cyclotron, nuclear reactor or particle accelerator) used solely for research, diagnosis, medical, surgical, therapeutic, dental or pathological purposes.
7. "Hazardous Substance" means any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.
8. "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells.
9. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns," all will be considered "One Breakdown."  
All "Breakdowns" at any one location that manifest themselves at the same time and are the result of the same cause will be considered "One Breakdown." If an initial "Breakdown" causes other "Breakdowns," all will be considered "One Breakdown."
10. "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 Workers' Compensation premiums.
11. "Period of Restoration" means the period of time that:
- Begins at the time of the "Breakdown"; and
  - Ends the number of consecutive days indicated in the **EQUIPMENT BREAKDOWN ICE SKATING RINK SCHEDULE** after the date when the damaged property at the covered premises described in the schedule above could have been repaired or replaced with reasonable speed and similar quality.
12. "Power Generating Equipment" means any pressure, mechanical or electrical equipment, machinery, apparatus used in, or associated with, the generation of electric power; but it does not include emergency power generating equipment less than or equal to 1000kw.
13. "Total Limit per One Breakdown" means the total maximum amount payable for all coverages provided under this endorsement as the result of "One Breakdown."

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

# Philadelphia Insurance Companies

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004  
610-617-7900 Fax: 610-617-7600

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January 28, 2008

Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

Subject: Philadelphia Indemnity Insurance Company  
NAIC# 677-18058 FEIN# 23-1738402  
Commercial Multi-Peril – Form Filing  
Boiler & Machinery Systems / Equipment Breakdown Coverage  
Filing Number: ML AR 0032402F01

Dear Sir or Madam:

Philadelphia Indemnity Insurance Company recently filed an Equipment Breakdown Protection – Ice Skating Rink Endorsement, PI-BM-002. It has just been noticed that we inadvertently sent the incorrect version of the form.

We are withdrawing Equipment Breakdown Protection – Ice Skating Rink Endorsement (12/06) and replacing it with the correct version of Equipment Breakdown Protection – Ice Skating Rink Endorsement (01/08).

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate any changes from the earlier version that was submitted. A clean copy of the revised form is enclosed as well.

We would like to implement this filing to all policies effective on or after March 1, 2008, or as soon as possible after receiving your notice of acceptance. Your acknowledgement and approval will be appreciated.

Should you have any further questions please contact the undersigned.

Sincerely,



Diane Quarles  
Compliance Analyst  
(610) 617-7751  
Fax 866-478-1433  
[quarlesd@phlyins.com](mailto:quarlesd@phlyins.com)