

SERFF Tracking Number: BERK-125658814 State: Arkansas
Filing Company: Riverport Insurance Company State Tracking Number: #100004353 \$50
Company Tracking Number: RIC-2008-AR-129
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Human Services
Project Name/Number: HS Extra Protector Broadform 2008/RIC-2008-AR-129

Filing at a Glance

Company: Riverport Insurance Company

Product Name: Human Services

TOI: 01.0 Property

Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Filing Type: Form

SERFF Tr Num: BERK-125658814 State: Arkansas

SERFF Status: Closed

Co Tr Num: RIC-2008-AR-129

Co Status:

Authors: Sandra Makela, Mark Palmer, Terri Zachman

Date Submitted: 05/30/2008

State Tr Num: #100004353 \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Disposition Date: 06/09/2008

Disposition Status: Approved

Effective Date Requested (New): 09/01/2008

Effective Date Requested (Renewal): 09/01/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal): 09/01/2008

State Filing Description:

General Information

Project Name: HS Extra Protector Broadform 2008

Project Number: RIC-2008-AR-129

Reference Organization:

Reference Title:

Filing Status Changed: 06/09/2008

State Status Changed: 05/30/2008

Corresponding Filing Tracking Number:

Filing Description:

May 30, 2008

Status of Filing in Domicile: Authorized

Domicile Status Comments: This filing is not required in the state of domicile, Minnesota.

Reference Number:

Advisory Org. Circular:

Deemer Date:

Arkansas Insurance Department

Property & Casualty Division

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1200 W 3rd Street
Little Rock, AR 72201-1904

Riverport Insurance Company
Line of Business: Commercial Property
Form Filing
Human Services Program
NAIC Number: 098-36684
FEIN Number: 41-1654112
Company Filing Number: RIC-2008-AR-129

Dear Sir/ Madam:

This filing is submitted on behalf of the Human Services Program in Riverport Insurance Company for Commercial Property Coverage.

Riverport Insurance Company is a subscriber of the Insurance Services Office, Inc. (ISO) for Commercial Property lines of business and has granted ISO filing authority on its behalf.

The purpose of this submission is to file the revised "Extra Protector Broad Form Property Enhancements To Property Coverages Form" (Extra Protector), RPCP 72 02. We propose to replace the previously approved 08 05 Edition with the new 07 08 Edition. A side-by-side comparison is provided.

For the 08 05 Edition, it was our practice to attach CR 10 00 04 97, Crime General Provisions. The primary purpose of the changes to the Extra Protector endorsement is to incorporate CR 10 00 so that CR 10 00 no longer needs to be attached. In addition to the minor reformatting of the Extra Protector, please note:

- The new Part IV. CRIME GENERAL PROVISIONS incorporates the provisions of CR 10 00. By incorporating these provisions into the Extra Protector endorsement, it is no longer necessary to attach CR 10 00. A copy of CR 10 00 is provided for your convenience.
- Part I. K. 3. refers to the new Part IV. instead of the separate Crime General Provisions, CR 10 00.
- Under Part III., Section A. Coverage, Subsection 5.a. Newly Acquired or Constructed Property, a new item 3. is

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inserted and the previous item 3. is subsequently renumbered as 4. The purpose of this change is to extend the insurance applicable to the building to Business Personal Property acquired during the policy period and located at the building or described in the Declarations.

Your acknowledgment and approval of this filing for all policies effective on and after September 1, 2008 for new business, and September 1, 2008 for renewals will be appreciated.

Yours truly,

Sandra Makela
Product Development Analyst
Telephone: 612-766-3343
Toll Free: 1-888-762-3083
Facsimile: 866-766-3497
Internet: smakela@riverportinsurance.com
Enclosures

Company and Contact

Filing Contact Information

(This filing was made by a third party - BRAC01)

Sandra Makela, Product Development Analyst smakela@riverportinsurance.com
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Minneapolis, MN 55402-3332 (866) 766-3497[FAX]

Filing Company Information

Riverport Insurance Company CoCode: 36684 State of Domicile: Minnesota
222 South Ninth Street, Suite 1300 Group Code: 98 Company Type:
Minneapolis, MN 55402-3332 Group Name: W. R. Berkley State ID Number:
Corporation
(612) 766-3100 ext. [Phone] FEIN Number: 41-1654112

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Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0100004353	\$50.00	05/29/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/09/2008	06/09/2008

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Disposition

Disposition Date: 06/09/2008

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Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Extra Protector Broad Form Property Enhancements To Property Coverages Form	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Extra Protector Broad Form Property Enhancements To Property Coverages Form	RPCP 72 02	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RPCP 72 02 05 08 Previous Filing #: AR-PC-07-022733		RPCP-7202-0708.pdf SBS RPCP7202_0805 Ed to 0708 Ed.pdf CR 10 00 04 97.pdf

RIVERPORT INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA PROTECTOR BROAD FORM PROPERTY ENHANCEMENTS TO PROPERTY COVERAGES FORM

This endorsement modifies and is subject to the insurance provided under one or more of the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS -SPECIAL FORM
BUSINESS INCOME COVERAGE FORM

Various provisions in this Endorsement and the Coverage Forms, which it modifies, restrict coverage. Read the entire Coverage Forms and this Endorsement carefully to determine rights, duties, and what is and is not covered.

Throughout this Endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the Company providing this insurance.

The following is only a summary of the Limits of Insurance and additional coverages provided by this Endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this Endorsement, read the provisions on the following pages and the Coverage Forms, which this Endorsement modifies.

LIMITS	SUBJECTS OF INSURANCE
\$ 50,000	Accounts Receivable including Credit or Charge Card Slips
\$ 10,000	Fire Protection Device Recharge
\$ 5,000	Loss Data Preparation Costs
\$ 15,000	Business Income with Extra Expense
\$ 10,000	Electronic Data Processing
\$ 10,000	Money and Securities – Theft, Disappearance and Destruction – Inside the Premises
\$ 5,000	Money and Securities – Theft, Disappearance and Destruction – Outside the Premises
\$ 1,000	Per Person/\$5,000 Each Occurrence and \$10,000 All Occurrences Annually/ Personal Effect of Residents
15%	Of Building Limit Up to \$250,000 – Ordinance or Law
\$ 25,000	Spoilage
\$ 10,000	Signs – Indoor and Outdoor – Attached or Unattached
\$ 5,000	Arson Reward
\$ 10,000	Fine Arts
\$ 10,000	Fire Department Service Charge
\$ 500,000	Newly Acquired or Constructed Property – Buildings
\$ 250,000	Personal Property at each Newly Acquired Premises
\$ 25,000	Valuable Papers and Records – Including Electronic and Magnetic Media
\$ 25,000	Property Off-Premises
\$ 10,000	Outdoor Property, Including Trees and Shrubs
\$ 1,000	Per Tree, Shrub or Plant
\$ 25,000	Debris Removal
No Sub-Limit	Glass
\$ 35,000	Property in Transit – Owned Vehicles or Carrier or Bailee for Hire
\$ 25,000	Water Back Up of Sewers and Drains
\$ 5,000	Off-Premises Water, Communications and Power Supply Failure (Business Income)
90 days	Extended Business Income

The coverages listed in the Summary are provided as extensions or additions to your insurance program. Our payment for loss or damage under these extensions and additions is subject to the Deductible as scheduled in the Commercial Property Coverage Declarations form unless otherwise provided in this Endorsement.

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PART I. COVERAGE EXTENSIONS

The following paragraphs are added to Section A. COVERAGE, 5. COVERAGE EXTENSIONS, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM

f. ACCOUNTS RECEIVABLE

The most we will pay under this Coverage Extension is \$50,000.

1. The insurance that applies to Your Business Personal Property is extended to apply to your records of accounts receivable;
 - a. At a described premises or in or on a vehicle in transit between described premises; or
 - b. If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss.

We will pay for loss while the records are:

- (1) At a safe place away from your described premises; or
 - (2) Being taken to and returned from that place.
2. The amount of your accounts receivable loss includes:
 - a. All amounts due from your customers, clients, or a funding source that you are unable to collect;
 - b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss;
 - d. Other reasonable expenses that you incur to establish your records of accounts receivable;that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.
 3. Accounts Receivable loss payment will be determined as follows:

- a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months preceding the month in which the loss occurs; and
 - (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
 - b. The following will be deducted from the total amount of accounts receivable, however that amount is established.
 - (1) The amount of the accounts for which there is no loss; and
 - (2) The amount of the accounts that you are able to reestablish or collect; and
 - (3) An amount to allow for probable bad debts that you are normally unable to collect.
 - c. You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess we have paid belong to you.
4. Exclusions
 - a. We will not pay for a loss caused by or resulting from any of the following:
 - (1) Alteration, falsification, concealment, or destruction of records of account receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking, or withholding.
 - (2) Bookkeeping, accounting or billing errors or omissions.

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- b. We will not pay for loss that requires any audit of records or any inventory computation to prove its actual existence.

g. FIRE PROTECTION DEVICE RECHARGE

The most we will pay under this Coverage Extension is \$10,000 to recharge or refill fire protective devices.

The insurance that applies to your Business Personal Property is extended to apply to your fire protective devices that are permanently installed in buildings at the described premises.

This Coverage Extension only applies when such devices have been discharged while being used to combat a covered fire.

h. LOSS DATA PREPARATION COSTS

We will pay up to \$5,000 for reasonable costs you incur preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

i. BUSINESS INCOME WITH EXTRA EXPENSE

The most we will pay under this Coverage Extension is \$15,000. We will pay the actual and necessary Business Income you lose and Extra Expense you sustain due to direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss.

1. **Business Income** means the:
 - a. Net Income (net profit or loss before income taxes) that would have been earned but for the loss; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. **Extra Expense** means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

3. Business Income Loss Determination.

The amount of Business Income loss will be determined based on:

- a. The Net Income of the business before the direct physical loss or damage occurred;
- b. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- c. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- d. Other relevant sources of information including:
 - (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices and other vouchers; and
 - (iii) Deeds, liens or contracts.

4. Extra Expense Loss Determination. The amount of Extra Expense will be determined based on:

- a. All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the "period of restoration," once "operations" are resumed.
- b. All necessary expenses that reduce the Extra Expense otherwise incurred.

5. Resumption of Operations. We will reduce the amount of your:

- a. Business Income Loss, other than Extra Expense, to the extent you can resume your "operations" in whole or in part, by using damaged or undamaged

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property (including merchandise in stock) at the described premises or elsewhere.

- b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

j. **ELECTRONIC DATA PROCESSING EQUIPMENT INCLUDING EXTRA EXPENSE, SOFTWARE, AND TRANSIT**

The most we will pay under this Coverage Extension is \$10,000 for Electronic Data Processing Equipment including Extra Expense, Software, and Transit.

1. The insurance that applies to your Business Personal Property is extended to apply to:

- a. Your electronic data processing, word processing, and telecommunications equipment, including their component parts;
- b. Your software - including Data, Programs, and Media. Data is information, which has been converted to a form usable in data or word processing equipment. Data includes computer programs. Media is the material on which data is recorded;
- c. Extra Expense constitutes the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:

- (1) To avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described premises; or
 - (b) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (2) To minimize suspension of business if you cannot continue "operations", or
- (3) To repair or replace the lost information on damaged valuable papers and records, to

the extent it reduces the amount of loss that otherwise would have been payable under this Extra Expense Coverage.

2. We will pay up to the limit stated above of the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:

- a. Electronic data processing equipment, word processing equipment, telecommunications equipment, or Data and Media, which you own, lease or is under your control and is at your described premises or in transit;
- b. The building in which the property described in a. above is located, provided the building is damaged to an extent which prevents access to the property;
- c. The air-conditioning system that specifically services your electronic data or processing equipment;
- d. The electrical or telecommunication system that specifically services your data or word processing operation, provided the damage to the system occurs inside, or within 100 feet of the building housing your data or word processing operation.

3. Covered Property does not include:

- a. Property on loan, rent or lease while it is away from your described premises;
- b. Data or Media, which cannot be replaced with other of the same kind or quality;
- c. Accounts, bills, evidences of debt, valuable papers, abstracts, records, deeds, manuscripts or other documents, unless converted to Data and then only in that form.

4. **Exclusions.** Items 2 and 3 of B (Exclusions) of Causes of Loss - Special Form are replaced by the following as the same pertains to the equipment covered by this paragraph j:

- a. We will not pay for a loss caused by or resulting from any of the following:
 - (1) Dishonest acts by you, anyone else with an interest in the property, or

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- your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment. But this exclusion does not apply to a carrier of hire.
- (2) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.
 - (3) Errors or omissions in processing or copying.
 - (4) Unauthorized instructions to transfer property to any person or to any place.
 - (5) Dampness or dryness of atmosphere.
 - (6) Unexplained loss, mysterious disappearance, or shortage disclosed upon taking inventory.
 - (7) Earthquake, landslide or other earth movement.
5. **Additional Exclusions.** We will not pay for a loss caused by or resulting from any of the following:
- a. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
 - b. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, or siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction or renovation; or
 - (4) Maintenance of part or all of any property wherever located.
 - c. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.
- But if loss by a Covered Cause of Loss results, we will pay for that resulting loss.
6. Valuation of the Covered Property will be determined as follows:
- a. **Equipment.** We will adjust a "loss" to Equipment on the basis of replacement cost. The most we will pay is:
 - (1) The amount necessary to repair the equipment; or
 - (2) The amount necessary to replace the equipment with material of the same kind or quality; or
 - (3) The applicable Limit of Insurance; whichever amount is the least.
 - b. **Software.**
 - (1) Software Data will be valued at the actual cost of replacing the Software.
 - (2) Data (including Programs), insured for this Coverage Extension, will be the actual cost of replacing the Data. If it is not replaced or reproduced, we will pay the cost of blank Media.
 - c. **Media.** We will value Media at the cost to replace the Media with material of the same kind or quality.
7. If we notify you in writing after we receive your signed, sworn statement of loss, we may take all or part of the damaged property at a value that we will agree upon with you. If we choose, we may also repair the damaged property or replace it with similar property.
- k. **MONEY AND SECURITIES**
- The most we will pay under this coverage extension is \$10,000 for "money" and "securities" inside the "premises" and \$5,000 for "money" and "securities" outside the "Premises." We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss, as defined in 1.b. and 2.b. below.
1. **Inside the Premises**
 - a. **Covered Property:** "money" and "securities" inside the "premises" or a "banking premises."

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b. Covered Causes of Loss are the following:

- (1) "Theft"
- (2) Disappearance
- (3) Destruction

c. Coverage Extensions

- (1) Containers of Covered Property. We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the "premises" resulting directly from an actual or attempted:
 - (a) "Theft" of; or
 - (b) Unlawful entry into those containers.
- (2) Premises Damage. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of Covered Property if you are the owner of the "premises" or are liable for damage to it.

2. Outside the Premises

- a. **Covered Property.** "Money" and "securities" outside the "premises" in the care and custody of a "messenger."
- b. **Covered Causes of Loss** are the following:
 - (1) "Theft"
 - (2) Disappearance
 - (3) Destruction
- c. **Coverage Extension.** We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.
But, we will pay only for the amount of loss that you cannot recover:

- (1) Under your contract with the armored motor vehicle company, and
- (2) From any insurance or indemnity carrier by, or for the benefit of customers of, the armored motor vehicle company.

3. Exclusions, Conditions, and Definitions.

All provisions in **PART IV. CRIME GENERAL PROVISIONS** of this form shall apply to this coverage extension. In addition, the following exclusions, conditions, and definitions shall apply:

a. Additional Exclusions. We will not pay for loss as specified below:

- (1) Loss resulting from accounting or arithmetical errors or omissions.
- (2) Loss resulting from any dishonest or criminal act committed by any of your employees, directors, trustees, agents, or authorized representatives:
 - (a) Acting alone or in collusion with another person(s); or
 - (b) While performing services for you or otherwise.
- (3) Loss resulting from the giving or surrendering of property in any exchange or purchase.
- (4) Loss from damage to the "premises" resulting from fire however caused.
- (5) Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- (6) Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises."
 - (a) On the basis of unauthorized instruction; or
 - (b) As a result of a threat to do:
 - (i) Bodily harm to any person; or
 - (ii) Damage to any property.But this exclusion (6) does not apply to loss of Covered

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Property while outside the “premises” or “banking premises” in the care and custody of a “messenger” if you:

- (c) Had no knowledge of any threat at the time the conveyance began; or
 - (d) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- (7) Loss from damage to the “premises” or its exterior or to containers of Covered Property by vandalism or malicious mischief.
- (8) Loss resulting from you, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with the title to or possession of any Covered Property.

b. Additional Conditions

Duties in the Event of Loss: If you have reason to believe that any loss of, or loss from damage to Covered Property involves a violation of law, you must notify the police.

c. Additional Definitions

- (1) “**Banking Premises**” means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- (2) “**Messenger**” means you or any of your employees while having care and custody of the property outside the “premises”.
- (3) “**Occurrence**” means an:
 - (a) Act or series of related acts involving one or more persons; or
 - (b) Act or event, or a series of related acts or events not involving any person.
- (4) “**Premises**” means the interior of that portion of any building you occupy in conducting your operations.
- (5) “**Theft**” means any act of stealing.

(6) “**Money**” means:

- (a) Currency, coins, and bank notes in current use and having a face value; and
- (b) Travelers checks, registered checks and money orders held for sale to the public

(7) “**Securities**” means negotiable and nonnegotiable instruments or contracts representing either “money” or other property and includes:

- (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include “money.”

4. Records

You must keep records of all “money” and “securities” so we can verify the amount of any loss or damage.

5. Valuation Settlement. We will pay for:

Loss of “money” for not more than its face value. We may, at our option, pay for loss of “money” issued by any country other than the United States of America:

- a. At face value in the “money” issued by that country; or
- b. In the United States of America's dollar equivalent on the day the loss was discovered.

Loss of “securities” for not more than their value at the close of business on the day the loss was discovered. We may, at our option:

- c. Pay the value of such “securities” or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those “securities” which were replaced or paid for; or
- d. Pay the cost of any Loss Securities Bond required in connection with issuing duplicates of the “securities.”

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However, we will be liable only for the payment of so much of the cost of the Bond as would be charged for a Bond having a penalty not exceeding the value of the "securities" at the close of business on the day the loss was discovered.

I. PERSONAL EFFECTS AND PROPERTY OF RESIDENTIAL CLIENTS

The insurance that applies to your Business Personal Property is extended to apply to personal property of "Residential Clients" while they are in your care. The most we will pay at each described premises for loss or damage under this extension is \$5,000 for personal property, excluding "money" and "securities," per occurrence.

The most we will pay for loss or damage under this extension is \$1,000 per residential client per occurrence and during the policy term. But, the most we will pay under this extension of coverage is \$10,000 for all occurrences during the term of the policy.

m. ORDINANCE OR LAW COVERAGE

1. If a Covered Cause of Loss occurs to a covered building or structure, we will pay:
 - a. For loss or damage caused by enforcement of any ordinance or law that:
 - (1) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - (2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (3) Is in force at the time of loss.
 - b. The increased cost to repair, rebuild, or reconstruct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
 - c. The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.

2. However, we will not pay under this extension for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" as defined under Part H of the Building and Personal Property Coverage Form, asbestos or lead or any materials containing asbestos or lead.
3. We will not pay for increased construction costs under this extension:
 - a. Until the property is actually repaired or replaced, at the same premises or elsewhere; and
 - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years at our sole discretion.
4. We will not pay more:
 - a. If the property is repaired or replaced on the same premises, than the amount you actually spend to:
 - (1) Demolish and clear the site; and
 - (2) Repair, rebuild or reconstruct the property of the same height, floor area and style as the original property.
 - b. If the property is not repaired or replaced on the same premises, then:
 - (1) The amount that you actually spend to demolish and clear the site of the damaged property; and
 - (2) The cost to replace, on the same premises, the damaged or destroyed property with other property:
 - (a) Of comparable material and quality;
 - (b) Of the same height, floor area and style; and
 - (c) Used for the same purpose.
5. The terms of this extension apply separately to each building or structure scheduled in the Declarations.

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6. The most that we will pay under this extension is 15% of the building limit, or \$250,000, whichever is less.
7. If blanket coverage applies, the most we will pay is 15% of the specific value of the individual building as shown on the Statement of Values on file with the Company, or \$250,000, whichever is less.
8. If Endorsement CP 04 05 (Ordinance or Law Coverage) is attached to this Policy, then that Endorsement shall apply to any Covered Cause of Loss, and this paragraph m. shall not apply.

n. SPOILAGE

1. We will pay for direct physical loss or damage to Your Business Personal Property and perishable personal property of your "residential clients" while at or within 1,000 feet of the described premises caused by spoilage due to change in temperature or humidity resulting from:
 - a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - b. Mechanical breakdown or failure of heating, cooling or humidity control equipment, or apparatus at the described premises.

Insurance under this Additional Coverage includes the reasonable expenses you incur to minimize such amount of spoilage loss covered under this Additional Coverage.

2. We will not pay for loss or damage under this Additional Coverage caused by:
 - a. The manual disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power;
 - b. The deactivation of electrical power or current caused by the throwing of any switch or other device used to control the flow of electrical power or current;
But the exclusions under a. and b. above do not apply to such acts by your "residential clients."
 - c. The inability of an electric utility company or other power source to

provide sufficient power due to government order or lack of fuel;

- d. The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand; or
- e. Any of the following, but only to the extent these causes of loss are excluded in Section B -EXCLUSIONS AND LIMITATIONS OF CAUSES OF LOSS - SPECIAL FORM:
 - (i) Earth Movement;
 - (ii) Government Action;
 - (iii) Nuclear Hazard;
 - (iv) War and Military; or
 - (v) Water.

None of the other exclusions in said SECTION B. of the CAUSES OF LOSS -SPECIAL FORM apply to this Additional Coverage.

3. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is the lesser of the following amounts:
 - a. \$25,000, unless a higher limit is shown in the Declarations, for Spoilage; or
 - b. The Limit of Insurance that applies to lost or damaged property. With respect to perishable personal property of your "residential clients," the Limit of Insurance that applies is the Limit of Insurance applicable to the Personal Effects and Property of Residential Clients Coverage Extension under paragraph 1., above.
4. We will not pay for loss or damage in any one occurrence under this Additional Coverage until the amount of loss or damage exceeds,
 - a. \$250 with respect to perishable property of your "residential clients"; or
 - b. \$500 with respect to any other perishable property to which this Additional Coverage applies.

But the total Deductible amount applied in any one occurrence under this Additional Coverage will not exceed \$500. We will then pay the amount of loss or damage in

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excess of the applicable Deductible, up to the Limit of Insurance applying to this Additional Coverage. No other Deductible applies to this Additional Coverage.

o. ARSON REWARD

The most we will pay under this Coverage Extension is \$5,000 for arson reward.

The insurance provided by the Building and Personal Property Coverage Form is extended to provide a reward for information leading to the arrest and conviction of persons responsible for crimes committed against the Insured. This Coverage Extension only applies when a covered fire is deemed suspicious or arson by the fire department, and only when the person responsible is convicted of the crime. The reward will be administered by an approved, independent organization.

p. SIGNS

The most we will pay for loss or damage to signs is \$10,000, whether or not attached to buildings or structures, inside or outside a Covered building or structure.

q. FINE ARTS

The insurance provided by the Building and Personal Property Coverage Form is extended to include "Fine Arts." The most we will pay under this Coverage Extension is \$10,000 for any one loss, but not more than \$ 1,000 per item.

1. This Coverage Extension applies only to a covered cause of loss as stated in the Causes of Loss Form.
2. Under no circumstances does this Coverage Extension apply to loss or damage caused by or resulting from:
 - a. Any repair, restoration, or retouching of the "Fine Arts";
 - b. Dishonest or criminal acts by you, your employees, volunteers, agents, authorized representatives, directors, officers or trustees, or by anyone else to whom you entrust the "Fine Arts" for any purpose (except a carrier or other bailee for hire), or by anyone else who has an interest in the "Fine Arts";
 - c. Delay, loss of use, loss of market, or any other consequential loss;
 - d. Wear and tear;

- e. Rust, corrosion, fungus, decay, deterioration, hidden or latent defects, or any quality in the "Fine Art" that causes it to damage or destroy itself,
 - f. Damage from insects, vermin, or rodents;
 - g. Dampness or dryness of atmosphere, or changes or extremes of temperature; and
 - h. Voluntarily parting with any "Fine Art" and entrusting it to another, if induced to do so by any fraudulent scheme, trick, device or false pretense.
3. **Property Not Covered.** The following "Fine Arts" are not covered by this Coverage Extension:
 - a. "Fine Arts" on exhibition at any premises other than those listed in the Declarations; and
 - b. Contraband or property in the course of illegal transportation or trade.
 4. **As a condition** to coverage under this Extension, you must agree that covered "Fine Arts" will be packed and unpacked by competent persons who have skill and training in the proper handling of "Fine Art".
 5. **Valuation** of a loss will be determined as follows:
 - a. The value will be the least of:
 - (1) The market value of the "Fine Art";
 - (2) The amount for which you are liable, if the "Fine Art" is the property of another;
 - (3) The cost of reasonable restoring the "Fine Art" to its condition immediately before loss;
 - (4) The cost of replacing the "Fine Art" with substantially identical "Fine Art"; or
 - (5) The Limit of Insurance stated above in this Coverage Extension
 - b. In the case of "loss" to any part of Sets or Pairs, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or

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(2) Pay the difference between the value of the pair or set before and after the loss.

c. The value of any "Fine Art" will be determined as of the time of loss.

PART II. DEFINITIONS

The following definitions are added to Section H. DEFINITIONS of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

3. "**Operations**" means human or social services customarily provided by the Named Insured and occurring at the described premises.
4. "**Period of Restoration**" means the period of time that:
 - c. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - d. Ends on the date when the property at the described premises should be repaired, rebuilt, or replaced with reasonable speed and similar quality."Period of Restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires

the tearing down of any property.

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

5. "**Residential Client**" means a person who is residing in any of the premises shown in the Declarations and who is receiving the customary human services provided by the Named Insured.

"Residential Client" does not include a person or a member of his or her family or his or her guest(s) residing in said premises or a portion of said premises as a tenant, whether or not pursuant to a written lease agreement.

6. "**Fine Arts**" means paintings, prints, pictures, etchings, tapestries, art glass items, hand-made rugs, statuary, rare books, antique furniture, antique gold, silver or pewter items, manuscripts, porcelains, bric-a-brac and similar items when such objects are of rarity, historical value or artistic merit.

PART III. POLICY CHANGES

The BUILDING AND PERSONAL PROPERTY COVERAGE FORM is changed as follows:

Section A. COVERAGE, Subsection 2.q. is amended to delete the phrase "signs (other than signs attached to buildings)" and is replaced by the provisions under Part I. p. of this Endorsement.

Section A. COVERAGE, Subsection 4.c., Fire Department Service is changed to delete "\$1,000" and substitute in its place "\$10,000".

Section A. COVERAGE, Subsection 5.a. is deleted in its entirety and is replaced by the following:

- a. Newly Acquired or Constructed Property

(1) The insurance that applies to your building is extended to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:

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- (i) Similar use as the building described in the Declaration; or
- (ii) Use as a warehouse

The most we will pay for loss or damage under this extension of coverage is \$500,000 at each building.

- (2) The insurance that applies to your Business Personal Property is extended to apply to that property at any location you acquire other than at fairs or exhibitions.

The most that we will pay for loss or damage under this extension of coverage is \$250,000 at each building.

- (3) Business Personal Property you acquired during the policy period located at a building listed or described in the "Declarations";
- (4) Insurance under this Subsection 5.a. for each newly acquired or constructed property will end when any of the following first occurs:
 - (a) This policy expires;
 - (b) 90 days expire after you acquire or begin to construct the property; or
 - (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

Section A. COVERAGE, Subsection 5.c. Valuable Papers and Records-Cost of Research is amended to delete "\$2,500" and substitute in its place "\$25,000".

Section A. COVERAGE, Subsection 5.d., Property Off-Premises is deleted in its entirety and is replaced by the following:

d. Property Off-Premises

The insurance provided by this Coverage Form is extended to apply to your Covered Property that is temporarily at a location you do not own, lease, or operate. This extension applies only if loss or damage is caused by a Covered Cause of Loss. This extension does not apply to Covered Property that is:

- (1) In or on a vehicle; or
- (2) At any Fair or Exhibition.

The most we will pay for loss or damages under this extension is \$25,000.

Section A. COVERAGE, Subsection 5.e., Outdoor Property, is deleted in its entirety and is replaced by the following:

e. Outdoor Property

The insurance provided by this Coverage Form is extended to apply to your outdoor fences, radio and television antennas (including satellite disks), trees, shrubs, plants and lawns, including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of loss:

- (1) Fire;
- (2) Lightning
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this extension to trees, shrubs, plants and lawns, including debris removal expense, is \$10,000, but not more than \$1,000 for any one tree, shrub, or plant.

For all other outdoor property, the most we will pay for loss or damage under this extension is \$10,000.

These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Section C., LIMITS OF INSURANCE, is deleted in its entirety and is replaced by the following:

C. LIMITS OF INSURANCE

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

The most we will pay for any loss or damage to outdoor signs, whether or not attached to buildings, is \$10,000 per sign in any one occurrence.

The Limits applicable to the Coverage Extensions and the Fire Department Service Charge Additional Coverage are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- 1. Preservation of Property; or
- 2. Debris Removal; but if:

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- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;
we will pay up to an additional \$25,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

The CAUSES OF LOSS - SPECIAL FORM is changed as follows:

Section B., EXCLUSIONS, Subsection 1.e., Utility Services is deleted in its entirety and is replaced with the following:

e. **Utility Services**

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises, except as provided in the Additional Coverage Extension, paragraph n., SPOILAGE, in Part I of this Endorsement and the Extension of Coverage to the Business Income (and Extra Expense) Coverage Form in Part III of this Endorsement.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in paragraph **B.4.a.(1)** applies to these coverages.

Section B., EXCLUSIONS, Subsection 1.g. (3) is deleted, and coverage for water back-up is extended under **Section E** on pages 13 and 14 of this Endorsement, subject to the limitations contained in said **Section E**.

Section C., LIMITATIONS, Subsection 2. is deleted and is replaced by following:

There is no limit on the amount we will pay for loss or damage to glass that is part of a building or structure and is caused by a Covered Cause of Loss. But, the most we will pay for loss or damage to a building or structure, including glass, is the limit provided for in the Policy and/or the Declarations.

Section C., LIMITATIONS, Subsection 3.a. is deleted.

Section F., ADDITIONAL COVERAGE

EXTENSIONS, Subsection I., Property in

Transit, is deleted in its entirety and is replaced by the following:

1. **Property in Transit.** This extension applies only to your personal property to which this form applies.
 - a. The insurance provided by this Coverage Part is extended to apply to your personal property in transit more than 100 feet from the described premises. Property must be between points in the coverage territory, and
 - (1) In the custody of a "carrier" or bailee for hire; or
 - (2) In or on a motor vehicle you own, lease, or operate.
 - b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn, Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case, or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of forced entry.
 - c. The most we will pay for loss or damage under this extension of coverage is \$35,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

Section F., ADDITIONAL COVERAGE

EXTENSIONS is amended by adding the following:

4. **Water Backup of Sewers and Drains.** We will pay for the loss or damage caused by or resulting from water that backs up from

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a sewer or drain. We will pay not more than \$25,000 in any one occurrence.

The BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM is changed as follows:

The insurance provided by the Business Income Coverage Form when attached to this Policy, is extended to include loss or damage that you incur due to the interruption of Water Supply, Communications Supply or Power Supply Services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following described facilities, not on the described premises:

- (1) **“Water Supply Service”** means the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) **“Communications Supply Service”** means property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (a) Communications transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.Communications Supply Service does not include overhead communication lines.

- (3) **“Power Supply Services”** means the following types of property supplying electricity, steam, or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission Lines

Power Supply Services do not include overhead transmission lines.

We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the off-premises facility to which this coverage extension applies.

The most we will pay under this extension is \$5,000.

Section F., DEFINITIONS, is amended by adding the following:

7. **“Carrier”** means a person or entity, which provides vehicle, rail, air, or other transportation for compensation.

Section A., COVERAGE, Subsection 5., Additional Coverages, Item C., Extended Business Income, Sub Items (1) (b) (ii) and 2 (b) (ii), are amended by deleting “30 consecutive days” and substituting in its place “90 consecutive days.”

PART IV. CRIME GENERAL PROVISIONS

A. General Exclusions

We will not pay for loss as specified below:

1. Acts Committed By You Or Your Partners

Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.

2. Indirect Loss

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

- a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.

- b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

3. Legal Expenses

Expenses related to any legal action.

B. General Conditions

1. Consolidation – Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:

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- a. Any additional persons become "employees"; or
- b. You acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or "premises". Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or "premises".

2. Coverage Extensions

Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit Of Insurance applying to the Coverage or Coverage Section.

3. Extended Period To Discover Loss

We will pay only for covered loss discovered no later than one year from the end of the policy period.

4. Joint Insured

- a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.

- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

5. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

- (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
- (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

- b. The insurance under this Condition is part of, not in addition to, the Limits Of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- (1) This insurance as of its effective date; or
- (2) The prior insurance had it remained in effect.

6. Loss Covered Under This Insurance And Prior Insurance Issued By Us Or Any Affiliate

If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit Of Insurance cumulates from year to year or period to period.

C. General Definitions

- 1. "Employee" means:

- a. Any natural person:

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- (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person who is furnished to you to:
- (1) Substitute for a permanent "employee" on leave; or
 - (2) Meet seasonal or short-term work load conditions;
- while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.
2. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
 3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.
 4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

Text Comparison

Documents Compared

RPCP-7202-0805.pdf

RPCP-7202-0708.pdf

Summary

79 word(s) differ

1502 word(s) added

286 word(s) deleted

To see where the changes are, please scroll down.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA PROTECTOR BROAD FORM PROPERTY ENHANCEMENTS TO PROPERTY COVERAGES FORM

This endorsement modifies and is subject to the insurance provided under one or more of the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS -SPECIAL FORM
BUSINESS INCOME COVERAGE FORM

Various provisions in this Endorsement and the Coverage Forms, which it modifies, restrict coverage. Read the entire Coverage Forms and this Endorsement carefully to determine rights, duties, and what is and is not covered.

Throughout this Endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the Company providing this insurance.

The following is only a summary of the Limits of Insurance and additional coverages provided by this Endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this Endorsement, read the provisions on the following pages and the Coverage Forms, which this Endorsement modifies.

LIMITS	SUBJECTS OF INSURANCE
\$ 50,000	Accounts Receivable including Credit or Charge Card Slips
\$ 10,000	Fire Protection Device Recharge
\$ 5,000	Loss Data Preparation Costs
\$ 15,000	Business Income with Extra Expense
\$ 10,000	Electronic Data Processing
\$ 10,000	Money and Securities – Theft, Disappearance and Destruction – Inside the Premises
\$ 5,000	Money and Securities – Theft, Disappearance and Destruction – Outside the Premises
\$ 1,000	Per Person/\$5,000 Each Occurrence and \$10,000 All Occurrences Annually/ Personal Effect of Residents
15%	Of Building Limit Up to \$250,000 – Ordinance or Law
\$ 25,000	Spoilage
\$ 10,000	Signs – Indoor and Outdoor – Attached or Unattached
\$ 5,000	Arson Reward
\$ 10,000	Fine Arts
\$ 10,000	Fire Department Service Charge
\$ 500,000	Newly Acquired or Constructed Property – Buildings
\$ 250,000	Personal Property at each Newly Acquired Premises
\$ 25,000	Valuable Papers and Records – Including Electronic and Magnetic Media
\$ 25,000	Property Off-Premises
\$ 10,000	Outdoor Property, Including Trees and Shrubs
\$ 1,000	Per Tree, Shrub or Plant
\$ 25,000	Debris Removal
No Sub-Limit	Glass
\$ 35,000	Property in Transit – Owned Vehicles or Carrier or Bailee for Hire
\$ 25,000	Water Back Up of Sewers and Drains
\$ 5,000	Off-Premises Water, Communications and Power Supply Failure (Business Income)
90 days	Extended Business Income

The coverages listed in the Summary are provided as extensions or additions to your insurance program. Our payment for loss or damage under these extensions and additions is subject to the Deductible as scheduled in the Commercial Property Coverage Declarations form unless otherwise provided in this Endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTRA PROTECTOR BROAD FORM PROPERTY
ENHANCEMENTS
TO PROPERTY COVERAGES FORM**

This endorsement modifies and is subject to the insurance provided under one or more of the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS -SPECIAL FORM
BUSINESS INCOME COVERAGE FORM

Various provisions in this Endorsement and the Coverage Forms, which it modifies, restrict coverage. Read the entire Coverage Forms and this Endorsement carefully to determine rights, duties, and what is and is not covered.

Throughout this Endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the Company providing this insurance.

The following is only a summary of the Limits of Insurance and additional coverages provided by this Endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this Endorsement, read the provisions on the following pages and the Coverage Forms, which this Endorsement modifies.

LIMITS	SUBJECTS OF INSURANCE
\$ 50,000	Accounts Receivable including Credit or Charge Card Slips
\$ 10,000	Fire Protection Device Recharge
\$ 5,000	Loss Data Preparation Costs
\$ 15,000	Business Income with Extra Expense
\$ 10,000	Electronic Data Processing
\$ 10,000	Money and Securities – Theft, Disappearance and Destruction – Inside the Premises
\$ 5,000	Money and Securities – Theft, Disappearance and Destruction – Outside the Premises
\$ 1,000	Per Person/\$5,000 Each Occurrence and \$10,000 All Occurrences Annually/ Personal Effect of Residents
15%	Of Building Limit Up to \$250,000 – Ordinance or Law
\$ 25,000	Spoilage
\$ 10,000	Signs – Indoor and Outdoor – Attached or Unattached
\$ 5,000	Arson Reward
\$ 10,000	Fine Arts
\$ 10,000	Fire Department Service Charge
\$ 500,000	Newly Acquired or Constructed Property – Buildings
\$ 250,000	Personal Property at each Newly Acquired Premises
\$ 25,000	Valuable Papers and Records – Including Electronic and Magnetic Media
\$ 25,000	Property Off-Premises
\$ 10,000	Outdoor Property, Including Trees and Shrubs
\$ 1,000	Per Tree, Shrub or Plant
\$ 25,000	Debris Removal
No Sub-Limit	Glass
\$ 35,000	Property in Transit – Owned Vehicles or Carrier or Bailee for Hire
\$ 25,000	Water Back Up of Sewers and Drains
\$ 5,000	Off-Premises Water, Communications and Power Supply Failure (Business Income)
90 days	Extended Business Income

The coverages listed in the Summary are provided as extensions or additions to your insurance program. Our payment for loss or damage under these extensions and additions is subject to the Deductible as scheduled in the Commercial Property Coverage Declarations form unless otherwise provided in this Endorsement.

PART 1. COVERAGE EXTENSIONS

The following paragraphs are added to Section A. COVERAGE, 5. COVERAGE EXTENSIONS, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM

f. ACCOUNTS RECEIVABLE

The most we will pay under this Coverage Extension is \$50,000.

1. The insurance that applies to Your Business Personal Property is extended to apply to your records of accounts receivable;
 - a. At a described premises or in or on a vehicle in transit between described premises; or
 - b. If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss.

We will pay for loss while the records are:

- (1) At a safe place away from your described premises; or
 - (2) Being taken to and returned from that place.
2. The amount of your accounts receivable loss includes:
 - a. All amounts due from your customers, clients, or a funding source that you are unable to collect;
 - b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss;
 - d. Other reasonable expenses that you incur to establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.

3. Accounts Receivable loss payment will be determined as follows:
 - a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:

- (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months preceding the month in which the loss occurs; and

- (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.

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

- (1) The amount of the accounts for which there is no loss; and

- (2) The amount of the accounts that you are able to reestablish or collect; and

- (3) An amount to allow for probable bad debts that you are normally unable to collect.

- c. You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess we have paid belong to you.

4. Exclusions

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

- (1) Alteration, falsification, concealment, or destruction of records of account receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking, or withholding.

- (2) Bookkeeping, accounting or billing errors or omissions.

- b. We will not pay for loss that requires any audit of records or any inventory computation to prove its actual existence.

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PART I. COVERAGE EXTENSIONS

The following paragraphs are added to Section A. COVERAGE, 5. COVERAGE EXTENSIONS, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM

f. ACCOUNTS RECEIVABLE

The most we will pay under this Coverage Extension is \$50,000.

1. The insurance that applies to Your Business Personal Property is extended to apply to your records of accounts receivable;
 - a. At a described premises or in or on a vehicle in transit between described premises; or
 - b. If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss.

We will pay for loss while the records are:

- (1) At a safe place away from your described premises; or
 - (2) Being taken to and returned from that place.
2. The amount of your accounts receivable loss includes:
 - a. All amounts due from your customers, clients, or a funding source that you are unable to collect;
 - b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss;
 - d. Other reasonable expenses that you incur to establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.
 3. Accounts Receivable loss payment will be determined as follows:

- a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months preceding the month in which the loss occurs; and
 - (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
 - b. The following will be deducted from the total amount of accounts receivable, however that amount is established.
 - (1) The amount of the accounts for which there is no loss; and
 - (2) The amount of the accounts that you are able to reestablish or collect; and
 - (3) An amount to allow for probable bad debts that you are normally unable to collect.
 - c. You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess we have paid belong to you.
4. Exclusions
 - a. We will not pay for a loss caused by or resulting from any of the following:
 - (1) Alteration, falsification, concealment, or destruction of records of account receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.
This exclusion applies only to the extent of the wrongful giving, taking, or withholding.
 - (2) Bookkeeping, accounting or billing errors or omissions.

g. FIRE PROTECTION DEVICE RECHARGE

The most we will pay under this Coverage Extension is \$10,000 to recharge or refill fire protective devices.

The insurance that applies to your Business Personal Property is extended to apply to your fire protective devices that are permanently installed in buildings at the described premises.

This Coverage Extension only applies when such devices have been discharged while being used to combat a covered fire.

h. LOSS DATA PREPARATION COSTS

We will pay up to \$5,000 for reasonable costs you incur preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

i. BUSINESS INCOME WITH EXTRA EXPENSE

The most we will pay under this Coverage Extension is \$15,000. We will pay the actual and necessary Business Income you lose and Extra Expense you sustain due to direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss.

1. Business Income means the:

- a. Net Income (net profit or loss before income taxes) that would have been earned but for the loss; and
- b. Continuing normal operating expenses incurred, including payroll.

2. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.**3. Business Income Loss Determination.**

The amount of Business Income loss will be determined based on:

- a. The Net Income of the business before the direct physical loss or damage occurred;

- b. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- c. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- d. Other relevant sources of information including:
 - (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices and other vouchers; and
 - (iii) Deeds, liens or contracts.

4. Extra Expense Loss Determination. The amount of Extra Expense will be determined based on:

- a. All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the "period of restoration," once "operations" are resumed.
- b. All necessary expenses that reduce the Extra Expense otherwise incurred.

5. Resumption of Operations. We will reduce the amount of your:

- a. Business Income Loss, other than Extra Expense, to the extent you can resume your "operations" in whole or in part, by using damaged or undamaged property (including merchandise in stock) at the described premises or elsewhere.
- b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

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- b. We will not pay for loss that requires any audit of records or any inventory computation to prove its actual existence.

g. FIRE PROTECTION DEVICE RECHARGE

The most we will pay under this Coverage Extension is \$10,000 to recharge or refill fire protective devices.

The insurance that applies to your Business Personal Property is extended to apply to your fire protective devices that are permanently installed in buildings at the described premises.

This Coverage Extension only applies when such devices have been discharged while being used to combat a covered fire.

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We will pay up to \$5,000 for reasonable costs you incur preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

i. BUSINESS INCOME WITH EXTRA EXPENSE

The most we will pay under this Coverage Extension is \$15,000. We will pay the actual and necessary Business Income you lose and Extra Expense you sustain due to direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss.

1. **Business Income** means the:
 - a. Net Income (net profit or loss before income taxes) that would have been earned but for the loss; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. **Extra Expense** means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

3. Business Income Loss Determination.

The amount of Business Income loss will be determined based on:

- a. The Net Income of the business before the direct physical loss or damage occurred;
- b. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- c. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- d. Other relevant sources of information including:
 - (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices and other vouchers; and
 - (iii) Deeds, liens or contracts.

4. Extra Expense Loss Determination.

The amount of Extra Expense will be determined based on:

- a. All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the "period of restoration," once "operations" are resumed.
- b. All necessary expenses that reduce the Extra Expense otherwise incurred.

5. Resumption of Operations.

We will reduce the amount of your:

- a. Business Income Loss, other than Extra Expense, to the extent you can resume your "operations" in whole or in part, by using damaged or undamaged

j. ELECTRONIC DATA PROCESSING EQUIPMENT INCLUDING EXTRA EXPENSE, SOFTWARE, AND TRANSIT

The most we will pay under this Coverage Extension is \$10,000 for Electronic Data Processing Equipment including Extra Expense, Software, and Transit.

1. The insurance that applies to your Business Personal Property is extended to apply to:

- a. Your electronic data processing, word processing, and telecommunications equipment, including their component parts;
- b. Your software - including Data, Programs, and Media. Data is information, which has been converted to a form usable in data or word processing equipment. Data includes computer programs. Media is the material on which data is recorded;
- c. Extra Expense constitutes the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:
 - (1) To avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described premises; or
 - (b) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
 - (2) To minimize suspension of business if you cannot continue "operations", or
 - (3) To repair or replace the lost information on damaged valuable papers and records, to the extent it reduces the amount of loss that otherwise would have been payable under this Extra Expense Coverage.

2. We will pay up to the limit stated above of the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:
 - a. Electronic data processing equipment, word processing equipment, telecommunications equipment, or Data and Media, which you own, lease or is under your control and is at your described premises or in transit;
 - b. The building in which the property described in a. above is located, provided the building is damaged to an extent which prevents access to the property;
 - c. The air-conditioning system that specifically services your electronic data or processing equipment;
 - d. The electrical or telecommunication system that specifically services your data or word processing operation, provided the damage to the system occurs inside, or within 100 feet of the building housing your data or word processing operation.
3. Covered Property does not include:
 - a. Property on loan, rent or lease while it is away from your described premises;
 - b. Data or Media, which cannot be replaced with other of the same kind or quality;
 - c. Accounts, bills, evidences of debt, valuable papers, abstracts, records, deeds, manuscripts or other documents, unless converted to Data and then only in that form.
4. **Exclusions.** Items 2 and 3 of B (Exclusions) of Causes of Loss - Special Form are replaced by the following as the same pertains to the equipment covered by this paragraph j:
 - a. We will not pay for a loss caused by or resulting from any of the following:
 - (1) Dishonest acts by you, anyone else with an interest in the property, or your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in

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property (including merchandise in stock) at the described premises or elsewhere.

- b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

j. **ELECTRONIC DATA PROCESSING EQUIPMENT INCLUDING EXTRA EXPENSE, SOFTWARE, AND TRANSIT**

The most we will pay under this Coverage Extension is \$10,000 for Electronic Data Processing Equipment including Extra Expense, Software, and Transit.

1. The insurance that applies to your Business Personal Property is extended to apply to:
 - a. Your electronic data processing, word processing, and telecommunications equipment, including their component parts;
 - b. Your software - including Data, Programs, and Media. Data is information, which has been converted to a form usable in data or word processing equipment. Data includes computer programs. Media is the material on which data is recorded;
 - c. Extra Expense constitutes the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:
 - (1) To avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described premises; or
 - (b) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
 - (2) To minimize suspension of business if you cannot continue "operations", or
 - (3) To repair or replace the lost information on damaged valuable papers and records, to
- the extent it reduces the amount of loss that otherwise would have been payable under this Extra Expense Coverage.
2. We will pay up to the limit stated above of the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:
 - a. Electronic data processing equipment, word processing equipment, telecommunications equipment, or Data and Media, which you own, lease or is under your control and is at your described premises or in transit;
 - b. The building in which the property described in a. above is located, provided the building is damaged to an extent which prevents access to the property;
 - c. The air-conditioning system that specifically services your electronic data or processing equipment;
 - d. The electrical or telecommunication system that specifically services your data or word processing operation, provided the damage to the system occurs inside, or within 100 feet of the building housing your data or word processing operation.
 3. Covered Property does not include:
 - a. Property on loan, rent or lease while it is away from your described premises;
 - b. Data or Media, which cannot be replaced with other of the same kind or quality;
 - c. Accounts, bills, evidences of debt, valuable papers, abstracts, records, deeds, manuscripts or other documents, unless converted to Data and then only in that form.
 4. **Exclusions.** Items 2 and 3 of B (Exclusions) of Causes of Loss - Special Form are replaced by the following as the same pertains to the equipment covered by this paragraph j:
 - a. We will not pay for a loss caused by or resulting from any of the following:
 - (1) Dishonest acts by you, anyone else with an interest in the property, or

- collusion with other persons or occurring during the hours of employment. But this exclusion does not apply to a carrier of hire.
- (2) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.
 - (3) Errors or omissions in processing or copying.
 - (4) Unauthorized instructions to transfer property to any person or to any place.
 - (5) Dampness or dryness of atmosphere.
 - (6) Unexplained loss, mysterious disappearance, or shortage disclosed upon taking inventory.
 - (7) Earthquake, landslide or other earth movement.
5. **Additional Exclusions.** We will not pay for a loss caused by or resulting from any of the following:
- a. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
 - b. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, or siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction or renovation; or
 - (4) Maintenance of part or all of any property wherever located.
 - c. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.
- But if loss by a Covered Cause of Loss results, we will pay for that resulting loss.
6. Valuation of the Covered Property will be determined as follows:
- a. **Equipment.** We will adjust a "loss" to Equipment on the basis of replacement cost. The most we will pay is:
 - (1) The amount necessary to repair the equipment; or
 - (2) The amount necessary to replace the equipment with material of the same kind or quality; or
 - (3) The applicable Limit of Insurance; whichever amount is the least.
 - b. **Software.**
 - (1) Software Data will be valued at the actual cost of replacing the Software.
 - (2) Data (including Programs), insured for this Coverage Extension, will be the actual cost of replacing the Data. If it is not replaced or reproduced, we will pay the cost of blank Media.
 - c. **Media.** We will value Media at the cost to replace the Media with material of the same kind or quality.
7. If we notify you in writing after we receive your signed, sworn statement of loss, we may take all or part of the damaged property at a value that we will agree upon with you. If we choose, we may also repair the damaged property or replace it with similar property.
- k. **MONEY AND SECURITIES**
- The most we will pay under this coverage extension is \$10,000 for "money" and "securities" inside the "premises" and \$5,000 for "money" and "securities" outside the "Premises." We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss, as defined in 1.b. and 2.b. below.

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- your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment. But this exclusion does not apply to a carrier of hire.
- (2) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.
 - (3) Errors or omissions in processing or copying.
 - (4) Unauthorized instructions to transfer property to any person or to any place.
 - (5) Dampness or dryness of atmosphere.
 - (6) Unexplained loss, mysterious disappearance, or shortage disclosed upon taking inventory.
 - (7) Earthquake, landslide or other earth movement.
5. **Additional Exclusions.** We will not pay for a loss caused by or resulting from any of the following:
- a. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
 - b. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, or siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction or renovation; or
 - (4) Maintenance of part or all of any property wherever located.
 - c. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.
- But if loss by a Covered Cause of Loss results, we will pay for that resulting loss.
6. Valuation of the Covered Property will be determined as follows:
- a. **Equipment.** We will adjust a "loss" to Equipment on the basis of replacement cost. The most we will pay is:
 - (1) The amount necessary to repair the equipment; or
 - (2) The amount necessary to replace the equipment with material of the same kind or quality; or
 - (3) The applicable Limit of Insurance; whichever amount is the least.
 - b. **Software.**
 - (1) Software Data will be valued at the actual cost of replacing the Software.
 - (2) Data (including Programs), insured for this Coverage Extension, will be the actual cost of replacing the Data. If it is not replaced or reproduced, we will pay the cost of blank Media.
 - c. **Media.** We will value Media at the cost to replace the Media with material of the same kind or quality.
7. If we notify you in writing after we receive your signed, sworn statement of loss, we may take all or part of the damaged property at a value that we will agree upon with you. If we choose, we may also repair the damaged property or replace it with similar property.
- k. **MONEY AND SECURITIES**
- The most we will pay under this coverage extension is \$10,000 for "money" and "securities" inside the "premises" and \$5,000 for "money" and "securities" outside the "Premises." We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss, as defined in 1.b. and 2.b. below.
1. **Inside the Premises**
 - a. **Covered Property:** "money" and "securities" inside the "premises" or a "banking premises."

1. Inside the Premises

- a. **Covered Property:** “money” and “securities” inside the “premises” or a “banking premises.”
- b. **Covered Causes of Loss are the following:**
 - (1) “Theft”
 - (2) Disappearance
 - (3) Destruction
- c. **Coverage Extensions**
 - (1) Containers of Covered Property. We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the “premises” resulting directly from an actual or attempted:
 - (a) “Theft” of; or
 - (b) Unlawful entry into those containers.
 - (2) Premises Damage. We will pay for loss from damage to the “premises” or its exterior resulting directly from an actual or attempted “theft” of Covered Property if you are the owner of the “premises” or are liable for damage to it.

2. Outside the Premises

- a. **Covered Property.** “Money” and “securities” outside the “premises” in the care and custody of a “messenger.”
- b. **Covered Causes of Loss** are the following:
 - (1) “Theft”
 - (2) Disappearance
 - (3) Destruction
- c. **Coverage Extension.** We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the “premises” in the care and custody of an armored motor vehicle company.
But, we will pay only for the amount of loss that you cannot recover:
 - (1) Under your contract with the armored motor vehicle company, and

- (2) From any insurance or indemnity carrier by, or for the benefit of customers of, the armored motor vehicle company.

3. Exclusions, Conditions, and Definitions.

All provisions in the Crime General Provisions attached to this Policy shall apply to this coverage extension. In addition, the following exclusions, conditions, and definitions shall apply:

a. Additional Exclusions.

We will not pay for loss as specified below:

- (1) Loss resulting from accounting or arithmetical errors or omissions.
- (2) Loss resulting from any dishonest or criminal act committed by any of your employees, directors, trustees, agents, or authorized representatives:
 - (a) Acting alone or in collusion with another person(s); or
 - (b) While performing services for you or otherwise.
- (3) Loss resulting from the giving or surrendering of property in any exchange or purchase.
- (4) Loss from damage to the “premises” resulting from fire however caused.
- (5) Loss of property contained in any money operated device unless the amount of “money” deposited in it is recorded by a continuous recording instrument in the device.
- (6) Loss of property after it has been transferred or surrendered to a person or place outside the “premises” or “banking premises.”
 - (a) On the basis of unauthorized instruction; or
 - (b) As a result of a threat to do:
 - (i) Bodily harm to any person; or
 - (ii) Damage to any property.
 But this exclusion (6) does not apply to loss of Covered Property

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- b. Covered Causes of Loss are the following:**
- (1) "Theft"
 - (2) Disappearance
 - (3) Destruction
- c. Coverage Extensions**
- (1) Containers of Covered Property. We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the "premises" resulting directly from an actual or attempted:
 - (a) "Theft" of; or
 - (b) Unlawful entry into those containers.
 - (2) Premises Damage. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of Covered Property if you are the owner of the "premises" or are liable for damage to it.
- 2. Outside the Premises**
- a. **Covered Property.** "Money" and "securities" outside the "premises" in the care and custody of a "messenger."
 - b. **Covered Causes of Loss** are the following:
 - (1) "Theft"
 - (2) Disappearance
 - (3) Destruction
 - c. **Coverage Extension.** We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.
But, we will pay only for the amount of loss that you cannot recover:
 - (1) Under your contract with the armored motor vehicle company, and
 - (2) From any insurance or indemnity carrier by, or for the benefit of customers of, the armored motor vehicle company.
- 3. Exclusions, Conditions, and Definitions.** All provisions in **PART IV. CRIME GENERAL PROVISIONS** of this form shall apply to this coverage extension. In addition, the following exclusions, conditions, and definitions shall apply:
- a. **Additional Exclusions.** We will not pay for loss as specified below:
 - (1) Loss resulting from accounting or arithmetical errors or omissions.
 - (2) Loss resulting from any dishonest or criminal act committed by any of your employees, directors, trustees, agents, or authorized representatives:
 - (a) Acting alone or in collusion with another person(s); or
 - (b) While performing services for you or otherwise.
 - (3) Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - (4) Loss from damage to the "premises" resulting from fire however caused.
 - (5) Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
 - (6) Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises."
 - (a) On the basis of unauthorized instruction; or
 - (b) As a result of a threat to do:
 - (i) Bodily harm to any person; or
 - (ii) Damage to any property.
 But this exclusion (6) does not apply to loss of Covered

while outside the “premises” or “banking premises” in the care and custody of a “messenger” if you:

- (c) Had no knowledge of any threat at the time the conveyance began; or
 - (d) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- (7) Loss from damage to the “premises” or its exterior or to containers of Covered Property by vandalism or malicious mischief.
- (8) Loss resulting from you, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with the title to or possession of any Covered Property.

b. Additional Conditions

Duties in the Event of Loss: If you have reason to believe that any loss of, or loss from damage to Covered Property involves a violation of law, you must notify the police.

c. Additional Definitions

- (1) “**Banking Premises**” means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- (2) “**Messenger**” means you or any of your employees while having care and custody of the property outside the “premises”.
- (3) “**Occurrence**” means an:
 - (a) Act or series of related acts involving one or more persons; or
 - (b) Act or event, or a series of related acts or events not involving any person.
- (4) “**Premises**” means the interior of that portion of any building you occupy in conducting your operations.
- (5) “**Theft**” means any act of stealing.

(6) “**Money**” means:

- (a) Currency, coins, and bank notes in current use and having a face value; and
- (b) Travelers checks, registered checks and money orders held for sale to the public

(7) “**Securities**” means negotiable and nonnegotiable instruments or contracts representing either “money” or other property and includes:

- (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include “money.”

4. Records

You must keep records of all “money” and “securities” so we can verify the amount of any loss or damage.

5. Valuation Settlement. We will pay for:

Loss of “money” for not more than its face value. We may, at our option, pay for loss of “money” issued by any country other than the United States of America:

- a. At face value in the “money” issued by that country; or
- b. In the United States of America's dollar equivalent on the day the loss was discovered.

Loss of “securities” for not more than their value at the close of business on the day the loss was discovered. We may, at our option:

- c. Pay the value of such “securities” or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those “securities” which were replaced or paid for; or
- d. Pay the cost of any Loss Securities Bond required in connection with

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Property while outside the “premises” or “banking premises” in the care and custody of a “messenger” if you:

- (c) Had no knowledge of any threat at the time the conveyance began; or
 - (d) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- (7) Loss from damage to the “premises” or its exterior or to containers of Covered Property by vandalism or malicious mischief.
- (8) Loss resulting from you, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with the title to or possession of any Covered Property.

b. Additional Conditions

Duties in the Event of Loss: If you have reason to believe that any loss of, or loss from damage to Covered Property involves a violation of law, you must notify the police.

c. Additional Definitions

- (1) **“Banking Premises”** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- (2) **“Messenger”** means you or any of your employees while having care and custody of the property outside the “premises”.
- (3) **“Occurrence”** means an:
 - (a) Act or series of related acts involving one or more persons; or
 - (b) Act or event, or a series of related acts or events not involving any person.
- (4) **“Premises”** means the interior of that portion of any building you occupy in conducting your operations.
- (5) **“Theft”** means any act of stealing.

(6) **“Money”** means:

- (a) Currency, coins, and bank notes in current use and having a face value; and
- (b) Travelers checks, registered checks and money orders held for sale to the public

(7) **“Securities”** means negotiable and nonnegotiable instruments or contracts representing either “money” or other property and includes:

- (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include “money.”

4. Records

You must keep records of all “money” and “securities” so we can verify the amount of any loss or damage.

5. Valuation Settlement. We will pay for:

Loss of “money” for not more than its face value. We may, at our option, pay for loss of “money” issued by any country other than the United States of America:

- a. At face value in the “money” issued by that country; or
- b. In the United States of America's dollar equivalent on the day the loss was discovered.

Loss of “securities” for not more than their value at the close of business on the day the loss was discovered. We may, at our option:

- c. Pay the value of such “securities” or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those “securities” which were replaced or paid for; or

- d. Pay the cost of any Loss Securities Bond required in connection with issuing duplicates of the “securities.”

issuing duplicates of the "securities."

However, we will be liable only for the payment of so much of the cost of the Bond as would be charged for a Bond having a penalty not exceeding the value of the "securities" at the close of business on the day the loss was discovered.

I. PERSONAL EFFECTS AND PROPERTY OF RESIDENTIAL CLIENTS

The insurance that applies to your Business Personal Property is extended to apply to personal property of "Residential Clients" while they are in your care. The most we will pay at each described premises for loss or damage under this extension is \$5,000 for personal property, excluding "money" and "securities," per occurrence.

The most we will pay for loss or damage under this extension is \$1,000 per residential client per occurrence and during the policy term. But, the most we will pay under this extension of coverage is \$10,000 for all occurrences during the term of the policy.

m. ORDINANCE OR LAW COVERAGE

1. If a Covered Cause of Loss occurs to a covered building or structure, we will pay:
 - a. For loss or damage caused by enforcement of any ordinance or law that:
 - (1) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - (2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (3) Is in force at the time of loss.
 - b. The increased cost to repair, rebuild, or reconstruct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
 - c. The cost to demolish and clear the site of undamaged parts of the property
 - caused by enforcement of the building, zoning or land use ordinance or law.
2. However, we will not pay under this extension for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" as defined under Part H of the Building and Personal Property Coverage Form, asbestos or lead or any materials containing asbestos or lead.
3. We will not pay for increased construction costs under this extension:
 - a. Until the property is actually repaired or replaced, at the same premises or elsewhere; and
 - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years at our sole discretion.
4. We will not pay more:
 - a. If the property is repaired or replaced on the same premises, than the amount you actually spend to:
 - (1) Demolish and clear the site; and
 - (2) Repair, rebuild or reconstruct the property of the same height, floor area and style as the original property.
 - b. If the property is not repaired or replaced on the same premises, then:
 - (1) The amount that you actually spend to demolish and clear the site of the damaged property; and
 - (2) The cost to replace, on the same premises, the damaged or destroyed property with other property:
 - (a) Of comparable material and quality;
 - (b) Of the same height, floor area and style; and
 - (c) Used for the same purpose.

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However, we will be liable only for the payment of so much of the cost of the Bond as would be charged for a Bond having a penalty not exceeding the value of the "securities" at the close of business on the day the loss was discovered.

I. PERSONAL EFFECTS AND PROPERTY OF RESIDENTIAL CLIENTS

The insurance that applies to your Business Personal Property is extended to apply to personal property of "Residential Clients" while they are in your care. The most we will pay at each described premises for loss or damage under this extension is \$5,000 for personal property, excluding "money" and "securities," per occurrence.

The most we will pay for loss or damage under this extension is \$1,000 per residential client per occurrence and during the policy term. But, the most we will pay under this extension of coverage is \$10,000 for all occurrences during the term of the policy.

m. ORDINANCE OR LAW COVERAGE

1. If a Covered Cause of Loss occurs to a covered building or structure, we will pay:
 - a. For loss or damage caused by enforcement of any ordinance or law that:
 - (1) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - (2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (3) Is in force at the time of loss.
 - b. The increased cost to repair, rebuild, or reconstruct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
 - c. The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.

2. However, we will not pay under this extension for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" as defined under Part H of the Building and Personal Property Coverage Form, asbestos or lead or any materials containing asbestos or lead.
3. We will not pay for increased construction costs under this extension:
 - a. Until the property is actually repaired or replaced, at the same premises or elsewhere; and
 - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years at our sole discretion.
4. We will not pay more:
 - a. If the property is repaired or replaced on the same premises, than the amount you actually spend to:
 - (1) Demolish and clear the site; and
 - (2) Repair, rebuild or reconstruct the property of the same height, floor area and style as the original property.
 - b. If the property is not repaired or replaced on the same premises, then:
 - (1) The amount that you actually spend to demolish and clear the site of the damaged property; and
 - (2) The cost to replace, on the same premises, the damaged or destroyed property with other property:
 - (a) Of comparable material and quality;
 - (b) Of the same height, floor area and style; and
 - (c) Used for the same purpose.

5. The terms of this extension apply separately to each building or structure scheduled in the Declarations.

5. The terms of this extension apply separately to each building or structure scheduled in the Declarations.
6. The most that we will pay under this extension is 15% of the building limit, or \$250,000, whichever is less.
7. If blanket coverage applies, the most we will pay is 15% of the specific value of the individual building as shown on the Statement of Values on file with the Company, or \$250,000, whichever is less.
8. If Endorsement CP 04 05 (Ordinance or Law Coverage) is attached to this Policy, then that Endorsement shall apply to any Covered Cause of Loss, and this paragraph m. shall not apply.

n. SPOILAGE

1. We will pay for direct physical loss or damage to Your Business Personal Property and perishable personal property of your "residential clients" while at or within 1,000 feet of the described premises caused by spoilage due to change in temperature or humidity resulting from:
 - a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - b. Mechanical breakdown or failure of heating, cooling or humidity control equipment, or apparatus at the described premises.

Insurance under this Additional Coverage includes the reasonable expenses you incur to minimize such amount of spoilage loss covered under this Additional Coverage.
2. We will not pay for loss or damage under this Additional Coverage caused by:
 - a. The manual disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power;
 - b. The deactivation of electrical power or current caused by the throwing of any switch or other device used to control the flow of electrical power or current;

But the exclusions under a. and b. above do not apply to such acts by your "residential clients."

- c. The inability of an electric utility company or other power source to provide sufficient power due to government order or lack of fuel;
- d. The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand; or
- e. Any of the following, but only to the extent these causes of loss are excluded in Section B -EXCLUSIONS AND LIMITATIONS OF CAUSES OF LOSS - SPECIAL FORM:
 - (i) Earth Movement;
 - (ii) Government Action;
 - (iii) Nuclear Hazard;
 - (iv) War and Military; or
 - (v) Water.

None of the other exclusions in said SECTION B. of the CAUSES OF LOSS -SPECIAL FORM apply to this Additional Coverage.

3. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is the lesser of the following amounts:
 - a. \$25,000, unless a higher limit is shown in the Declarations, for Spoilage; or
 - b. The Limit of Insurance that applies to lost or damaged property. With respect to perishable personal property of your "residential clients," the Limit of Insurance that applies is the Limit of Insurance applicable to the Personal Effects and Property of Residential Clients Coverage Extension under paragraph 1., above.
4. We will not pay for loss or damage in any one occurrence under this Additional Coverage until the amount of loss or damage exceeds,
 - a. \$250 with respect to perishable property of your "residential clients"; or

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6. The most that we will pay under this extension is 15% of the building limit, or \$250,000, whichever is less.
7. If blanket coverage applies, the most we will pay is 15% of the specific value of the individual building as shown on the Statement of Values on file with the Company, or \$250,000, whichever is less.
8. If Endorsement CP 04 05 (Ordinance or Law Coverage) is attached to this Policy, then that Endorsement shall apply to any Covered Cause of Loss, and this paragraph m. shall not apply.

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1. We will pay for direct physical loss or damage to Your Business Personal Property and perishable personal property of your "residential clients" while at or within 1,000 feet of the described premises caused by spoilage due to change in temperature or humidity resulting from:
 - a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - b. Mechanical breakdown or failure of heating, cooling or humidity control equipment, or apparatus at the described premises.

Insurance under this Additional Coverage includes the reasonable expenses you incur to minimize such amount of spoilage loss covered under this Additional Coverage.

2. We will not pay for loss or damage under this Additional Coverage caused by:
 - a. The manual disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power;
 - b. The deactivation of electrical power or current caused by the throwing of any switch or other device used to control the flow of electrical power or current;
But the exclusions under a. and b. above do not apply to such acts by your "residential clients."
 - c. The inability of an electric utility company or other power source to

provide sufficient power due to government order or lack of fuel;

- d. The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand; or
- e. Any of the following, but only to the extent these causes of loss are excluded in Section B -EXCLUSIONS AND LIMITATIONS OF CAUSES OF LOSS - SPECIAL FORM:
 - (i) Earth Movement;
 - (ii) Government Action;
 - (iii) Nuclear Hazard;
 - (iv) War and Military; or
 - (v) Water.

None of the other exclusions in said SECTION B. of the CAUSES OF LOSS -SPECIAL FORM apply to this Additional Coverage.

3. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is the lesser of the following amounts:
 - a. \$25,000, unless a higher limit is shown in the Declarations, for Spoilage; or
 - b. The Limit of Insurance that applies to lost or damaged property. With respect to perishable personal property of your "residential clients," the Limit of Insurance that applies is the Limit of Insurance applicable to the Personal Effects and Property of Residential Clients Coverage Extension under paragraph 1., above.
4. We will not pay for loss or damage in any one occurrence under this Additional Coverage until the amount of loss or damage exceeds,
 - a. \$250 with respect to perishable property of your "residential clients"; or
 - b. \$500 with respect to any other perishable property to which this Additional Coverage applies.
But the total Deductible amount applied in any one occurrence under this Additional Coverage will not exceed \$500. We will then pay the amount of loss or damage in

- b. \$500 with respect to any other perishable property to which this Additional Coverage applies.

But the total Deductible amount applied in any one occurrence under this Additional Coverage will not exceed \$500. We will then pay the amount of loss or damage in excess of the applicable Deductible, up to the Limit of Insurance applying to this Additional Coverage. No other Deductible applies to this Additional Coverage.

o. ARSON REWARD

The most we will pay under this Coverage Extension is \$5,000 for arson reward.

The insurance provided by the Building and Personal Property Coverage Form is extended to provide a reward for information leading to the arrest and conviction of persons responsible for crimes committed against the Insured. This Coverage Extension only applies when a covered fire is deemed suspicious or arson by the fire department, and only when the person responsible is convicted of the crime. The reward will be administered by an approved, independent organization.

p. SIGNS

The most we will pay for loss or damage to signs is \$10,000, whether or not attached to buildings or structures, inside or outside a Covered building or structure.

q. FINE ARTS

The insurance provided by the Building and Personal Property Coverage Form is extended to include "Fine Arts." The most we will pay under this Coverage Extension is \$10,000 for any one loss, but not more than \$ 1,000 per item.

1. This Coverage Extension applies only to a covered cause of loss as stated in the Causes of Loss Form.
2. Under no circumstances does this Coverage Extension apply to loss or damage caused by or resulting from:
 - a. Any repair, restoration, or retouching of the "Fine Arts";
 - b. Dishonest or criminal acts by you, your employees, volunteers, agents, authorized representatives, directors,

officers or trustees, or by anyone else to whom you entrust the "Fine Arts" for any purpose (except a carrier or other bailee for hire), or by anyone else who has an interest in the "Fine Arts";

- c. Delay, loss of use, loss of market, or any other consequential loss;
 - d. Wear and tear;
 - e. Rust, corrosion, fungus, decay, deterioration, hidden or latent defects, or any quality in the "Fine Art" that causes it to damage or destroy itself,
 - f. Damage from insects, vermin, or rodents;
 - g. Dampness or dryness of atmosphere, or changes or extremes of temperature; and
 - h. Voluntarily parting with any "Fine Art" and entrusting it to another, if induced to do so by any fraudulent scheme, trick, device or false pretense.
3. **Property Not Covered.** The following "Fine Arts" are not covered by this Coverage Extension:
 - a. "Fine Arts" on exhibition at any premises other than those listed in the Declarations; and
 - b. Contraband or property in the course of illegal transportation or trade.
 4. **As a condition** to coverage under this Extension, you must agree that covered "Fine Arts" will be packed and unpacked by competent persons who have skill and training in the proper handling of "Fine Art".
 5. **Valuation** of a loss will be determined as follows:
 - a. The value will be the least of:
 - (1) The market value of the "Fine Art";
 - (2) The amount for which you are liable, if the "Fine Art" is the property of another;
 - (3) The cost of reasonable restoring the "Fine Art" to its condition immediately before loss;
 - (4) The cost of replacing the "Fine Art" with substantially identical "Fine Art"; or

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excess of the applicable Deductible, up to the Limit of Insurance applying to this Additional Coverage. No other Deductible applies to this Additional Coverage.

o. ARSON REWARD

The most we will pay under this Coverage Extension is \$5,000 for arson reward.

The insurance provided by the Building and Personal Property Coverage Form is extended to provide a reward for information leading to the arrest and conviction of persons responsible for crimes committed against the Insured. This Coverage Extension only applies when a covered fire is deemed suspicious or arson by the fire department, and only when the person responsible is convicted of the crime. The reward will be administered by an approved, independent organization.

p. SIGNS

The most we will pay for loss or damage to signs is \$10,000, whether or not attached to buildings or structures, inside or outside a Covered building or structure.

q. FINE ARTS

The insurance provided by the Building and Personal Property Coverage Form is extended to include "Fine Arts." The most we will pay under this Coverage Extension is \$10,000 for any one loss, but not more than \$ 1,000 per item.

1. This Coverage Extension applies only to a covered cause of loss as stated in the Causes of Loss Form.
2. Under no circumstances does this Coverage Extension apply to loss or damage caused by or resulting from:
 - a. Any repair, restoration, or retouching of the "Fine Arts";
 - b. Dishonest or criminal acts by you, your employees, volunteers, agents, authorized representatives, directors, officers or trustees, or by anyone else to whom you entrust the "Fine Arts" for any purpose (except a carrier or other bailee for hire), or by anyone else who has an interest in the "Fine Arts";
 - c. Delay, loss of use, loss of market, or any other consequential loss;
 - d. Wear and tear;

- e. Rust, corrosion, fungus, decay, deterioration, hidden or latent defects, or any quality in the "Fine Art" that causes it to damage or destroy itself,
- f. Damage from insects, vermin, or rodents;
- g. Dampness or dryness of atmosphere, or changes or extremes of temperature; and
- h. Voluntarily parting with any "Fine Art" and entrusting it to another, if induced to do so by any fraudulent scheme, trick, device or false pretense.

3. Property Not Covered.

The following "Fine Arts" are not covered by this Coverage Extension:

- a. "Fine Arts" on exhibition at any premises other than those listed in the Declarations; and
- b. Contraband or property in the course of illegal transportation or trade.

4. As a condition to coverage under this Extension, you must agree that covered "Fine Arts" will be packed and unpacked by competent persons who have skill and training in the proper handling of "Fine Art".

5. Valuation of a loss will be determined as follows:

- a. The value will be the least of:
 - (1) The market value of the "Fine Art";
 - (2) The amount for which you are liable, if the "Fine Art" is the property of another;
 - (3) The cost of reasonable restoring the "Fine Art" to its condition immediately before loss;
 - (4) The cost of replacing the "Fine Art" with substantially identical "Fine Art"; or
 - (5) The Limit of Insurance stated above in this Coverage Extension
- b. In the case of "loss" to any part of Sets or Pairs, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or

- (5) The Limit of Insurance stated above in this Coverage Extension
- b. In the case of "loss" to any part of Sets or Pairs, we may:
- (1) Repair or replace any part to restore the pair or set to its value before the loss; or

- (2) Pay the difference between the value of the pair or set before and after the loss.
- c. The value of any "Fine Art" will be determined as of the time of loss.

PART II. DEFINITIONS

The following definitions are added to Section H. DEFINITIONS of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

3. **"Operations"** means human or social services customarily provided by the Named Insured and occurring at the described premises.
4. **"Period of Restoration"** means the period of time that:
- c. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- d. Ends on the date when the property at the described premises should be repaired, rebuilt, or replaced with reasonable speed and similar quality.
- "Period of Restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires the tearing down of any property.
- The expiration date of this policy will not cut short the "period of restoration".
5. **"Residential Client"** means a person who is residing in any of the premises shown in the Declarations and who is receiving the customary human services provided by the Named Insured.
- "Residential Client" does not include a person or a member of his or her family or his or her guest(s) residing in said premises or a portion of said premises as a tenant, whether or not pursuant to a written lease agreement.
6. **"Fine Arts"** means paintings, prints, pictures, etchings, tapestries, art glass items, hand-made rugs, statuary, rare books, antique furniture, antique gold, silver or pewter items, manuscripts, porcelains, bric-a-brac and similar items when such objects are of rarity, historical value or artistic merit.

PART III. POLICY CHANGES

The BUILDING AND PERSONAL PROPERTY COVERAGE FORM is changed as follows:

Section A. COVERAGE, Subsection 2.q. is amended to delete the phrase "signs (other than signs attached to buildings)" and is replaced by the provisions under Part 1. p. of this Endorsement.

Section A. COVERAGE, Subsection 4.c., Fire Department Service is changed to delete "\$1,000" and substitute in its place "\$10,000".

Section A. COVERAGE, Subsection 5.a. is deleted in its entirety and is replaced by the following:

- a. Newly Acquired or Constructed Property
- (1) The insurance that applies to your building is extended to apply to:
- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
- (i) Similar use as the building described in the Declaration; or
- (ii) Use as a warehouse

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(2) Pay the difference between the value of the pair or set before and after the loss.

c. The value of any "Fine Art" will be determined as of the time of loss.

PART II. DEFINITIONS

The following definitions are added to Section H. DEFINITIONS of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

3. **"Operations"** means human or social services customarily provided by the Named Insured and occurring at the described premises.
4. **"Period of Restoration"** means the period of time that:
 - c. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - d. Ends on the date when the property at the described premises should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

"Period of Restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires

the tearing down of any property.

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

5. **"Residential Client"** means a person who is residing in any of the premises shown in the Declarations and who is receiving the customary human services provided by the Named Insured.

"Residential Client" does not include a person or a member of his or her family or his or her guest(s) residing in said premises or a portion of said premises as a tenant, whether or not pursuant to a written lease agreement.
6. **"Fine Arts"** means paintings, prints, pictures, etchings, tapestries, art glass items, hand-made rugs, statuary, rare books, antique furniture, antique gold, silver or pewter items, manuscripts, porcelains, bric-a-brac and similar items when such objects are of rarity, historical value or artistic merit.

PART III. POLICY CHANGES

The BUILDING AND PERSONAL PROPERTY COVERAGE FORM is changed as follows:

Section A. COVERAGE, Subsection 2.q. is amended to delete the phrase "signs (other than signs attached to buildings)" and is replaced by the provisions under Part I. p. of this Endorsement.

Section A. COVERAGE, Subsection 4.c., Fire Department Service is changed to delete "\$1,000" and substitute in its place "\$10,000".

Section A. COVERAGE, Subsection 5.a. is deleted in its entirety and is replaced by the following:

- a. Newly Acquired or Constructed Property
 - (1) The insurance that applies to your building is extended to apply to:
 - (a) Your new buildings while being built on the described premises; and
 - (b) Buildings you acquire at locations, other than the described premises, intended for:

The most we will pay for loss or damage under this extension of coverage is \$500,000 at each building.

- (2) The insurance that applies to your Business Personal Property is extended to apply to that property at any location you acquire other than at fairs or exhibitions.

The most that we will pay for loss or damage under this extension of coverage is \$250,000 at each building.

- (3) Insurance under this Subsection 5.a. for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 90 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

Section A. COVERAGE, Subsection 5.c.

Valuable Papers and Records-Cost of Research is amended to delete "\$2,500" and substitute in its place "\$25,000".

Section A. COVERAGE, Subsection 5.d., Property Off-Premises is deleted in its entirety and is replaced by the following:

d. Property Off-Premises

The insurance provided by this Coverage Form is extended to apply to your Covered Property that is temporarily at a location you do not own, lease, or operate. This extension applies only if loss or damage is caused by a Covered Cause of Loss. This extension does not apply to Covered Property that is:

- (1) In or on a vehicle; or
- (2) At any Fair or Exhibition.

The most we will pay for loss or damages under this extension is \$25,000.

Section A. COVERAGE, Subsection 5.e., Outdoor Property, is deleted in its entirety and is replaced by the following:

e. Outdoor Property

The insurance provided by this Coverage Form is extended to apply to your outdoor fences, radio and television antennas (including satellite disks), trees, shrubs, plants and lawns, including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of loss:

- (1) Fire;
- (2) Lightning
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this extension to trees, shrubs, plants and lawns, including debris removal expense, is \$10,000, but not more than \$1,000 for any one tree, shrub, or plant.

For all other outdoor property, the most we will pay for loss or damage under this extension is \$10,000.

These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Section C., LIMITS OF INSURANCE, is deleted in its entirety and is replaced by the following:

C. LIMITS OF INSURANCE

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

The most we will pay for any loss or damage to outdoor signs, whether or not attached to buildings, is \$10,000 per sign in any one occurrence.

The Limits applicable to the Coverage Extensions and the Fire Department Service Charge Additional Coverage are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- 1. Preservation of Property; or
- 2. Debris Removal; but if:
 - a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

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- (i) Similar use as the building described in the Declaration; or
- (ii) Use as a warehouse

The most we will pay for loss or damage under this extension of coverage is \$500,000 at each building.

- (2) The insurance that applies to your Business Personal Property is extended to apply to that property at any location you acquire other than at fairs or exhibitions.

The most that we will pay for loss or damage under this extension of coverage is \$250,000 at each building.

- (3) Business Personal Property you acquired during the policy period located at a building listed or described in the "Declarations";

- (4) Insurance under this Subsection 5.a. for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 90 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

Section A. COVERAGE, Subsection 5.c. Valuable Papers and Records-Cost of

Research is amended to delete "\$2,500" and substitute in its place "\$25,000".

Section A. COVERAGE, Subsection 5.d., Property Off-Premises is deleted in its entirety and is replaced by the following:

d. Property Off-Premises

The insurance provided by this Coverage Form is extended to apply to your Covered Property that is temporarily at a location you do not own, lease, or operate. This extension applies only if loss or damage is caused by a Covered Cause of Loss. This extension does not apply to Covered Property that is:

- (1) In or on a vehicle; or
- (2) At any Fair or Exhibition.

The most we will pay for loss or damages under this extension is \$25,000.

Section A. COVERAGE, Subsection 5.e., Outdoor Property, is deleted in its entirety and is replaced by the following:

e. Outdoor Property

The insurance provided by this Coverage Form is extended to apply to your outdoor fences, radio and television antennas (including satellite disks), trees, shrubs, plants and lawns, including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of loss:

- (1) Fire;
- (2) Lightning
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this extension to trees, shrubs, plants and lawns, including debris removal expense, is \$10,000, but not more than \$1,000 for any one tree, shrub, or plant.

For all other outdoor property, the most we will pay for loss or damage under this extension is \$10,000.

These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Section C., LIMITS OF INSURANCE, is deleted in its entirety and is replaced by the following:

C. LIMITS OF INSURANCE

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

The most we will pay for any loss or damage to outdoor signs, whether or not attached to buildings, is \$10,000 per sign in any one occurrence.

The Limits applicable to the Coverage Extensions and the Fire Department Service Charge Additional Coverage are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- 1. Preservation of Property; or
- 2. Debris Removal; but if:

- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional \$25,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

The CAUSES OF LOSS - SPECIAL FORM is changed as follows:

Section B., EXCLUSIONS, Subsection 1.e., Utility Services is deleted in its entirety and is replaced with the following:

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises, except as provided in the Additional Coverage Extension, paragraph n., SPOILAGE, in Part I of this Endorsement and the Extension of Coverage to the Business Income (and Extra Expense) Coverage Form in Part III of this Endorsement.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in paragraph **B.4.a.(1)** applies to these coverages.

Section B., EXCLUSIONS, Subsection 1.g. (3) is deleted, and coverage for water back-up is extended under **Section E** on pages 13 and 14 of this Endorsement, subject to the limitations contained in said **Section E**.

Section C., LIMITATIONS, Subsection 2. is deleted and is replaced by following:

There is no limit on the amount we will pay for loss or damage to glass that is part of a building or structure and is caused by a Covered Cause of Loss. But, the most we will pay for loss or damage to a building or structure, including glass, is the limit provided for in the Policy and/or the Declarations.

Section C., LIMITATIONS, Subsection 3.a. is deleted.

Section F., ADDITIONAL COVERAGE EXTENSIONS, Subsection I., Property in Transit, is deleted in its entirety and is replaced by the following:

- 1. Property in Transit.** This extension applies only to your personal property to which this form applies.
 - a. The insurance provided by this Coverage Part is extended to apply to your personal property in transit more than 100 feet from the described premises. Property must be between points in the coverage territory, and
 - (1) In the custody of a "carrier" or bailee for hire; or
 - (2) In or on a motor vehicle you own, lease, or operate.
 - b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn, Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case, or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of forced entry.
 - c. The most we will pay for loss or damage under this extension of coverage is \$35,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

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- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;
we will pay up to an additional \$25,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

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

Section B., EXCLUSIONS, Subsection 1.e., Utility Services is deleted in its entirety and is replaced with the following:

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises, except as provided in the Additional Coverage Extension, paragraph n., SPOILAGE, in Part I of this Endorsement and the Extension of Coverage to the Business Income (and Extra Expense) Coverage Form in Part III of this Endorsement.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in paragraph **B.4.a.(1)** applies to these coverages.

Section B., EXCLUSIONS, Subsection 1.g. (3) is deleted, and coverage for water back-up is extended under **Section E** on pages 13 and 14 of this Endorsement, subject to the limitations contained in said **Section E**.

Section C., LIMITATIONS, Subsection 2. is deleted and is replaced by following:

There is no limit on the amount we will pay for loss or damage to glass that is part of a building or structure and is caused by a Covered Cause of Loss. But, the most we will pay for loss or damage to a building or structure, including glass, is the limit provided for in the Policy and/or the Declarations.

Section C., LIMITATIONS, Subsection 3.a. is deleted.

Section F., ADDITIONAL COVERAGE

EXTENSIONS, Subsection I., Property in

Transit, is deleted in its entirety and is replaced by the following:

1. **Property in Transit.** This extension applies only to your personal property to which this form applies.
 - a. The insurance provided by this Coverage Part is extended to apply to your personal property in transit more than 100 feet from the described premises. Property must be between points in the coverage territory, and
 - (1) In the custody of a "carrier" or bailee for hire; or
 - (2) In or on a motor vehicle you own, lease, or operate.
 - b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn, Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case, or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of forced entry.
 - c. The most we will pay for loss or damage under this extension of coverage is \$35,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

Section F., ADDITIONAL COVERAGE

EXTENSIONS is amended by adding the following:

4. **Water Backup of Sewers and Drains.** We will pay for the loss or damage caused by or resulting from water that backs up from

Section F., ADDITIONAL COVERAGE EXTENSIONS is amended by adding the following:

4. **Water Backup of Sewers and Drains.** We will pay for the loss or damage caused by or

resulting from water that backs up from a sewer or drain. We will pay not more than \$25,000 in any one occurrence.

The BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM is changed as follows:

The insurance provided by the Business Income Coverage Form when attached to this Policy, is extended to include loss or damage that you incur due to the interruption of Water Supply, Communications Supply or Power Supply Services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following described facilities, not on the described premises:

- (1) **“Water Supply Service”** means the following types of property supplying water to the described premises:
- (a) Pumping stations; and
 - (b) Water mains.
- (2) **“Communications Supply Service”** means property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
- (a) Communications transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.
- Communications Supply Service does not include overhead communication lines.
- (3) **“Power Supply Services”** means the following types of property supplying

electricity, steam, or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission Lines

Power Supply Services do not include overhead transmission lines.

We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the off-premises facility to which this coverage extension applies.

The most we will pay under this extension is \$5,000.

Section F., DEFINITIONS, is amended by adding the following:

7. **“Carrier”** means a person or entity, which provides vehicle, rail, air, or other transportation for compensation.

Section A., COVERAGE, Subsection 5., Additional Coverages, Item C., Extended Business Income, Sub Items (1) (b) (ii) and 2 (b) (ii), are amended by deleting “30 consecutive days” and substituting in its place “90 consecutive days.”

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a sewer or drain. We will pay not more than \$25,000 in any one occurrence.

The BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM is changed as follows:

The insurance provided by the Business Income Coverage Form when attached to this Policy, is extended to include loss or damage that you incur due to the interruption of Water Supply, Communications Supply or Power Supply Services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following described facilities, not on the described premises:

- (1) **“Water Supply Service”** means the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) **“Communications Supply Service”** means property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (a) Communications transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.

Communications Supply Service does not include overhead communication lines.

(3) **“Power Supply Services”** means the following types of property supplying electricity, steam, or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission Lines

Power Supply Services do not include overhead transmission lines.

We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the off-premises facility to which this coverage extension applies.

The most we will pay under this extension is \$5,000.

Section F., DEFINITIONS, is amended by adding the following:

7. **“Carrier”** means a person or entity, which provides vehicle, rail, air, or other transportation for compensation.

Section A., COVERAGE, Subsection 5., Additional Coverages, Item C., Extended Business Income, Sub Items (1) (b) (ii) and 2 (b) (ii), are amended by deleting “30 consecutive days” and substituting in its place “90 consecutive days.”

PART IV. CRIME GENERAL PROVISIONS

A. General Exclusions

We will not pay for loss as specified below:

1. Acts Committed By You Or Your Partners

Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.

2. Indirect Loss

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

- a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property;

- b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

3. Legal Expenses

Expenses related to any legal action.

B. General Conditions

1. Consolidation – Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:

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- a. Any additional persons become "employees"; or
- b. You acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or "premises". Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or "premises".

2. Coverage Extensions

Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit Of Insurance applying to the Coverage or Coverage Section.

3. Extended Period To Discover Loss

We will pay only for covered loss discovered no later than one year from the end of the policy period.

4. Joint Insured

- a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.

- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

5. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- b. The insurance under this Condition is part of, not in addition to, the Limits Of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.

6. Loss Covered Under This Insurance And Prior Insurance Issued By Us Or Any Affiliate

If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit Of Insurance cumulates from year to year or period to period.

C. General Definitions

- 1. "Employee" means:
 - a. Any natural person:

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- (1) While in your service (and for 30 days after termination of service); and
- (2) Whom you compensate directly by salary, wages or commissions; and
- (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person who is furnished to you to:
- (1) Substitute for a permanent "employee" on leave; or
- (2) Meet seasonal or short-term work load conditions;
- while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises".
- But "employee" does not mean any:
- (1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.
2. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.
3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.
4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

CRIME GENERAL PROVISIONS LOSS SUSTAINED FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, Declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

A. General Exclusions

We will not pay for loss as specified below:

1. Acts Committed By You Or Your Partners

Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.

2. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

3. Indirect Loss

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

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

4. Legal Expenses

Expenses related to any legal action.

5. Nuclear

Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

6. War And Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. General Conditions

1. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this insurance.

2. Consolidation – Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:

- a. Any additional persons become "employees"; or
- b. You acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or "premises". Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or "premises".

3. Coverage Extensions

Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit Of Insurance applying to the Coverage or Coverage Section.

4. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Give us a detailed, sworn proof of loss within 120 days.
- d. Cooperate with us in the investigation and settlement of any claim.

5. Extended Period To Discover Loss

We will pay only for covered loss discovered no later than one year from the end of the policy period.

6. Joint Insured

- a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

7. Legal Action Against Us

You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance; and

- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

8. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this insurance.

9. Loss Covered Under More Than One Coverage Of This Insurance

If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The sum of the limits of insurance applicable to those coverages.

10. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

- (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
- (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

- b. The insurance under this Condition is part of, not in addition to, the Limits Of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- (1) This insurance as of its effective date; or
- (2) The prior insurance had it remained in effect.

11. Loss Covered Under This Insurance And Prior Insurance Issued By Us Or Any Affiliate

If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit Of Insurance cumulates from year to year or period to period.

12. Other Insurance

This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit Of Insurance shown in the Declarations.

13. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

14. Policy Period

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

15. Records

You must keep records of all Covered Property so we can verify the amount of any loss.

16. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;
 - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

b. Recoveries do not include any recovery:

- (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (2) Of original "securities" after duplicates of them have been issued.

17. Territory

This insurance covers only acts committed or events occurring within the United States of America, U. S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

18. Transfer Of Your Rights Of Recovery Against Others To Us

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

19. Valuation – Settlement

- a. Subject to the applicable Limit Of Insurance provision we will pay for:
 - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (a) At face value in the "money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
 - (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Value of the "securities" at the close of business on the day the loss was discovered; or
 - (ii) Limit Of Insurance.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- (a) Actual cash value of the property on the day the loss was discovered;
- (b) Cost of repairing the property or "premises"; or
- (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

- (1) In the "money" of the country in which the loss occurred; or
- (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

C. General Definitions

1. "Employee" means:

- a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person who is furnished to you to:
 - (1) Substitute for a permanent "employee" on leave; or

(2) Meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Money" means:

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

3. "Property Other Than Money And Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

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

but does not include "money".

SERFF Tracking Number: *BERK-125658814* *State:* *Arkansas*
Filing Company: *Riverport Insurance Company* *State Tracking Number:* *#100004353 \$50*
Company Tracking Number: *RIC-2008-AR-129*
TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*

Product Name: *Human Services*
Project Name/Number: *HS Extra Protector Broadform 2008/RIC-2008-AR-129*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BERK-125658814 State: Arkansas
Filing Company: Riverport Insurance Company State Tracking Number: #100004353 \$50
Company Tracking Number: RIC-2008-AR-129
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Human Services
Project Name/Number: HS Extra Protector Broadform 2008/RIC-2008-AR-129

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 06/09/2008

Comments:

The appropriate documents are attached.

Attachments:

Form Schedule.pdf
P&C Transmittal.pdf

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 #	RIC-2008-AR-129			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	NA			
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	Extra Protector Broad Form Property Enhancements To Property Coverages Form	RPCP 72 02 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	RPCP 72 02 08 05	AR-PC-07-022733
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		

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # RIC-2008-AR-129

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Dear Sir/ Madam:

This filing is submitted on behalf of the Human Services Program in Riverport Insurance Company for Commercial Property Coverage.

Riverport Insurance Company is a subscriber of the Insurance Services Office, Inc. (ISO) for Commercial Property lines of business and has granted ISO filing authority on its behalf.

The purpose of this submission is to file the revised "Extra Protector Broad Form Property Enhancements To Property Coverages Form" (Extra Protector), RPCP 72 02. We propose to replace the previously approved 08 05 Edition with the new 07 08 Edition. A side-by-side comparison is provided.

For the 08 05 Edition, it was our practice to attach CR 10 00 04 97, Crime General Provisions. The primary purpose of the changes to the Extra Protector endorsement is to incorporate CR 10 00 so that CR 10 00 no longer needs to be attached. In addition to the minor reformatting of the Extra Protector, please note:

- The new Part IV. CRIME GENERAL PROVISIONS incorporates the provisions of CR 10 00. By incorporating these provisions into the Extra Protector endorsement, it is no longer necessary to attach CR 10 00. A copy of CR 10 00 is provided for your convenience.
- Part I. K. 3. refers to the new Part IV. instead of the separate Crime General Provisions, CR 10 00.
- Under Part III., Section A. Coverage, Subsection 5.a. Newly Acquired or Constructed Property, a new item 3. is inserted and the previous item 3. is subsequently renumbered as 4. The purpose of this change is to extend the insurance applicable to the building to Business Personal Property acquired during the policy period and located at the building or described in the Declarations.

Your acknowledgment and approval of this filing for all policies effective on and after September 1, 2008 for new business, and September 1, 2008 for renewals will be appreciated.

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]

Check #: 0100004353

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.)**

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