

SERFF Tracking Number: CHUB-125682287 State: Arkansas
 Filing Company: Vigilant Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 08-CMQ-3-F
 TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
 Portion Only
 Product Name: CUSTOMARQ Program
 Project Name/Number: Broadcasters/WR# 7298

Filing at a Glance

Company: Vigilant Insurance Company
 Product Name: CUSTOMARQ Program SERFF Tr Num: CHUB-125682287 State: Arkansas
 TOI: 05.1 Commercial Multi-Peril - Non-Liability SERFF Status: Closed State Tr Num: EFT \$50
 Portion Only
 Sub-TOI: 05.1003 Commercial Package Co Tr Num: 08-CMQ-3-F State Status: Fees verified and received
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
 Author: Flo Vocatura Disposition Date: 08/20/2008
 Date Submitted: 08/01/2008 Disposition Status: Approved
 Effective Date Requested (New): 02/01/2009 Effective Date (New): 02/01/2009
 Effective Date Requested (Renewal): 02/01/2009 Effective Date (Renewal): 02/01/2009

State Filing Description:

General Information

Project Name: Broadcasters Status of Filing in Domicile: Pending
 Project Number: WR# 7298 Domicile Status Comments:
 Reference Organization: N/A Reference Number: N/A
 Reference Title: N/A Advisory Org. Circular: N/A
 Filing Status Changed: 08/20/2008
 State Status Changed: 08/05/2008 Deemer Date:
 Corresponding Filing Tracking Number: 08-CMQ-7-RR

Filing Description:

Enclosed for filing is a set of forms which introduce changes to our Property and Business Income contracts used in our CUSTOMARQ Insurance for Broadcasters Program. In order to facilitate your review of this filing, we have included the following:

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- Explanatory Memoranda;
- State Forms, Actuarial Exhibits and Filing Fees, where applicable.

Your approval will be appreciated for policies effective on and after February 1, 2009. However, it is possible that internal considerations may force us to delay the implementation of this filing. If this becomes necessary, we will provide you with the proper documentation to amend the effective date.

Company and Contact

Filing Contact Information

Jane Gutman, Unit Manager jgutman@chubb.com
 202 Hall's Mill Road (908) 572-4422 [Phone]
 Whitehouse Station, NJ 08889-1650 (908) 572-4820[FAX]

Filing Company Information

Vigilant Insurance Company CoCode: 20397 State of Domicile: New York
 202 Hall's Mill Road Group Code: 38 Company Type:
 P.O. Box 1650
 Whitehouse Station, NJ 08889-1650 Group Name: State ID Number:
 (908) 572-4422 ext. [Phone] FEIN Number: 13-1963495

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Vigilant Insurance Company	\$50.00	08/01/2008	21730303

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TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: CUSTOMARQ Program
Project Name/Number: Broadcasters/WR# 7298

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/20/2008	08/20/2008

SERFF Tracking Number: CHUB-125682287 *State:* Arkansas
Filing Company: Vigilant Insurance Company *State Tracking Number:* EFT \$50
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TOI: 05.1 Commercial Multi-Peril - Non-Liability *Sub-TOI:* 05.1003 Commercial Package
Portion Only
Product Name: CUSTOMARQ Program
Project Name/Number: Broadcasters/WR# 7298

Disposition

Disposition Date: 08/20/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal): 02/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125682287 State: Arkansas
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 Portion Only
 Product Name: CUSTOMARQ Program
 Project Name/Number: Broadcasters/WR# 7298

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms EM	Approved	Yes
Form	Supplementary Declarations For Broadcasters Property	Approved	Yes
Form	Supplementary Declarations For Broadcasters Property	Approved	Yes
Form	Supplementary Declarations For Broadcasters Property	Approved	Yes
Form	Supplementary Declarations For Broadcasters Property	Approved	Yes
Form	Supplementary Declarations For Broadcasters Business Income	Approved	Yes
Form	Supplementary Declarations For Broadcasters Business Income	Approved	Yes
Form	Supplementary Declarations For Broadcasters BI With R & D Income	Approved	Yes
Form	Supplementary Declarations For Broadcasters BI With R & D Income	Approved	Yes
Form	Broadcasters Extension For Property/Business Income Insurance	Approved	Yes
Form	Loss Of Utilities – Overhead Utility Equipment – BI With Extra Expense – Broadcasters	Approved	Yes
Form	Additional Peril – Earthquake Limit/Deductible Or Waiting Period – Broadcasters	Approved	Yes
Form	Additional Peril – Combined Earthquake/EQSL Limit/Deductible Or Waiting Period – Broadcasters	Approved	Yes
Form	Additional Peril – Flood Limit/Deductible Or Waiting Period (Per Occurrence) – Broadcasters	Approved	Yes
Form	Windstorm Or Hail Deductible (Cable Strand, Fiber Optic Cable, Taps And Drops) – Broadcasters	Approved	Yes

SERFF Tracking Number: CHUB-125682287 State: Arkansas
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 Portion Only
 Product Name: CUSTOMARQ Program
 Project Name/Number: Broadcasters/WR# 7298

Form	Additional Exclusions – Broadcasters	Approved	Yes
Form	Subsidiary Limits Of Insurance – Broadcasters	Approved	Yes
Form	Additional Peril – Flood Limit/Deductible Or Waiting Period (Per Premises/Per Occurrence) - Broadcasters	Approved	Yes
Form	Supplementary Declaration – Property – Broadcasters	Withdrawn	Yes
Form	Supplementary Declarations – Business Income	Withdrawn	Yes
Form	Building & Personal Property For Broadcasters	Withdrawn	Yes
Form	Building & Business Income With Extra Expense For Broadcasters	Withdrawn	Yes
Form	General Provisions	Withdrawn	Yes
Form	Extra Expense For Broadcasters	Withdrawn	Yes
Form	Special Property Provisions – Biological Agents – Broadcasters	Withdrawn	Yes
Form	Special Business Income And Extra Expense Provisions – Biological Agents – Broadcasters	Withdrawn	Yes
Form	Amended Civil Authority & Deletion Of Computer Virus Coverage – Broadcasters	Withdrawn	Yes
Form	Special Electronic Data Provisions – Broadcasters	Withdrawn	Yes
Form	Laptop Computer Coverage (Broadcasters)	Withdrawn	Yes
Form	Ordinance Or Law Deleted – Broadcasters	Withdrawn	Yes
Form	Personal Property Of Others Limited – Leased Personal Property – Broadcasters	Withdrawn	Yes
Form	EDP Property Excluded – Business Income Coverage – Broadcasters	Withdrawn	Yes
Form	Building Foundations or Supports Added – Broadcasters	Withdrawn	Yes
Form	Personal Property Of Others – Specific	Withdrawn	Yes

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 TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
 Portion Only
 Product Name: CUSTOMARQ Program
 Project Name/Number: Broadcasters/WR# 7298

Limit Of Insurance – Broadcasters

Form	Personal Property Of Others Excluded – Broadcasters	Withdrawn	Yes
Form	Stock Excluded From Personal Property - Broadcasters	Withdrawn	Yes
Form	BI/EE – Limited Period Of Restoration (Includes Ordinance) – Broadcasters	Withdrawn	Yes
Form	Stock – Specific Limits – Broadcasters	Withdrawn	Yes

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 Portion Only
 Product Name: CUSTOMARQ Program
 Project Name/Number: Broadcasters/WR# 7298

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Supplementary Declarations For Broadcasters Property	80-02-0281	Ed. 10-07	Declaration New s/Schedule		0.00	80-02-0281_Supplementary Declarations Broadcasters 06_250,....pdf
Approved	Supplementary Declarations For Broadcasters Property	80-02-0282	Ed. 10-07	Declaration New s/Schedule		0.00	80-02-0282_Supplementary Dec Broadcasters_500,000_1007.pdf
Approved	Supplementary Declarations For Broadcasters Property	80-02-0283	Ed. 10-07	Declaration New s/Schedule		0.00	80-02-0283_Sup Decs Broadcasters_1,000,000_1007.pdf
Approved	Supplementary Declarations For Broadcasters Property	80-02-0284	Ed. 10-07	Declaration New s/Schedule		0.00	80-02-0284_Supplementary Declarations Broadcasters_2,000,0....pdf
Approved	Supplementary Declarations For Broadcasters Business Income	80-02-0285	Ed. 10-07	Declaration New s/Schedule		0.00	80-02-0285_BI Coverage 100,000_100

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Approved	Supplementary Declarations For Broadcasters Business Income	80-02- 0286	Ed. 10-07	Declaration New s/Schedule	0.00	80-02- 0286_BI Coverage 250,000_100 7.pdf	
Approved	Supplementary Declarations For Broadcasters BI With R & D Income	80-02- 0287	Ed. 10-07	Declaration New s/Schedule	0.00	80-02- 0287_Supp Dec BI with Research And Dev 100,000_100 7.pdf	
Approved	Supplementary Declarations For Broadcasters BI With R & D Income	80-02- 0288	Ed. 10-07	Declaration New s/Schedule	0.00	80-02- 0288_Supp Dec BI with RD 250,000_100 7.pdf	
Approved	Broadcasters Extension For Property/Busines s Income Insurance	80-02- 1110	Ed. 10-07	Policy/CoveNew rage Form	0.00	80-02- 1110_Broad casters Extension_1 007.pdf	
Approved	Loss Of Utilities – Overhead Utility Equipment – BI With Extra Expense – Broadcasters	80-02- 5220	Ed. 10-07	Endorseme New nt/Amendm ent/Condi tions	0.00	80-02- 5220_Loss Of Utilities_OU E-BI wEE_1007.p df	
Approved	Additional Peril – Earthquake Limit/Deductible Or Waiting Period – Broadcasters	80-02- 5221	Ed. 10-07	Endorseme New nt/Amendm ent/Condi tions	0.00	80-02- 5221_Addl Peril EQ Lmt Ded or WP_1007.pd f	

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Approved	Additional Peril – Combined Earthquake/EQS L Limit/Deductible Or Waiting Period – Broadcasters	80-02-5222	Ed. 10-07	Endorsement/Amendment/Conditions	New	0.00	80-02-5222_Addl Peril EQ_EQSL Lmt Ded or WP_1007.pdf
Approved	Additional Flood Limit/Deductible Or Waiting Period (Per Occurrence) – Broadcasters	80-02-5223	Ed. 10-07	Endorsement/Amendment/Conditions	New	0.00	80-02-5223_Addl Peril Flood Lmt Ded or WP_1007.pdf
Approved	Windstorm Or Hail Deductible (Cable Strand, Fiber Optic Cable, Taps And Drops) – Broadcasters	80-02-5224	Ed. 10-07	Endorsement/Amendment/Conditions	New	0.00	80-02-5224_Wind or Hail Ded or Waiting Period_1007.pdf
Approved	Additional Exclusions – Broadcasters	80-02-5226	Ed. 10-07	Endorsement/Amendment/Conditions	New	0.00	80-02-5226_Addl Excl - Broadcasters_1007.pdf
Approved	Subsidiary Limits Of Insurance – Broadcasters	80-02-5227	Ed. 10-07	Endorsement/Amendment/Conditions	New	0.00	80-02-5227_0406_Subsidiary Limits Of Insurance Broadcaster....pdf
Approved	Additional Flood Limit/Deductible Or Waiting Period (Per	80-02-5232	Ed. 10-07	Endorsement/Amendment/Conditions	New	0.00	80-02-5232_Addl Peril Flood Lmt Ded or WP Per

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	Premises/Per Occurrence) - Broadcasters				Prem Per Occ....pdf
Withdrawn	Supplementary Declaration – Property – Broadcasters	80-02-0116	Rev. 3-02	Declaration Withdrawn s/Schedule	Replaced Form #:0.00 80-02-0116 Previous Filing #: 02-CMQ-8-F
Withdrawn	Supplementary Declarations – Business Income	80-02-0117	Ed. 9-99	Declaration Withdrawn s/Schedule	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	Building & Personal Property For Broadcasters	80-02-1075	Ed. 9-99	Policy/CoveWithdrawn rage Form	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	Building & Business Income With Extra Expense For Broadcasters	80-02-1076	Ed. 9-99	Policy/CoveWithdrawn rage Form	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	General Provisions	80-02-1077	Ed. 9-99	Policy/CoveWithdrawn rage Form	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	Extra Expense For Broadcasters	80-02-1078	Ed. 9-99	Policy/CoveWithdrawn rage Form	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	Special Property Provisions – Biological Agents – Broadcasters	80-02-1478	Ed. 3-02	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 N/A Previous Filing #: 02-CMQ-8-F
Withdrawn	Special Business Income And Extra Expense Provisions – Biological Agents	80-02-1479	Ed. 3-02	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 N/A Previous Filing #: 02-CMQ-8-F

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– Broadcasters

Withdrawn	Amended Civil Authority & Deletion Of Computer Virus Coverage – Broadcasters	80-02-1480	Ed. 3-02	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 N/A Previous Filing #: 02-CMQ-8-F
Withdrawn	Special Electronic Data Provisions – Broadcasters	80-02-1481	Rev. 5-04	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 N/A Previous Filing #: 04-CMQ-10-F
Withdrawn	Laptop Computer Coverage (Broadcasters)	80-02-1538	Ed. 12-00	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 N/A Previous Filing #: 01-CMQ-5-F
Withdrawn	Ordinance Or Law Deleted – Broadcasters	80-02-1563	Ed. 9-99	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	Personal Property Of Others Limited – Leased Personal Property – Broadcasters	80-02-1564	Ed. 9-99	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	EDP Property Excluded – Business Income Coverage – Broadcasters	80-02-1565	Ed. 9-99	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	Building Foundations or Supports Added – Broadcasters	80-02-1566	Ed. 9-99	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 N/A Previous Filing #: 99-CMQ-32-F
Withdrawn	Personal Property Of Others – Specific	80-02-1567	Ed. 9-99	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 N/A Previous Filing #:

Property Insurance

Supplementary Declarations For Broadcasters Property

***Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059***

Named Insured and Mailing Address

Policy Number

Effective Date

*Issued by the stock insurance company
indicated below, herein called the
company.*

Producer No.

Incorporated under the laws of

Producer

Policy Period

From: _____ ***To:*** _____
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Covered Premises \$250,000 Blanket Limit Of Insurance

The Blanket Limit Of Insurance shown above applies only for the Premises Coverages shown below. Unless otherwise stated, this Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations. This Blanket Limit Of Insurance applies in excess of the applicable deductible shown in the Declarations.

At time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the Premises Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises. For the purpose of the application of this \$250,000 Blanket Limit Of Insurance, all property at one premises shall constitute a single premises.

Separate specific Limits Of Insurance may be purchased for each of these Premises Coverages. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the Premises Coverages. If no deductible is shown in the Declarations with the Premises Coverages, then the Property Deductible will apply. When a specific Limit Of Insurance is purchased for any of these Premises Coverages, such specific Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that coverage at time of loss as provided in the previous paragraphs.

Coverages Included In The Blanket Limit Of Insurance:

*ACCOUNTS RECEIVABLE
ELECTRONIC DATA PROCESSING PROPERTY
FINE ARTS
LEASEHOLD INTEREST-
BONUS PAYMENT,
PREPAID RENT,
SUBLEASE PROFIT,
TENANTS' LEASE INTEREST*

*LEASEHOLD INTEREST – UNDAMAGED
TENANT'S IMPROVEMENTS & BETTERMENTS
MEDIA LIBRARY
NON – OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PERSONAL PROPERTY OF EMPLOYEES
PUBLIC SAFETY SERVICE CHARGES
RESEARCH AND DEVELOPMENT PROPERTY
VALUABLE PAPERS*

Property Coverages

The Limits Of Insurance shown below:

- are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you;
- apply separately at each premises shown in the Declarations, except for the following Additional Coverages which apply anywhere within the Coverage Territory:
 - Any Other Location;
 - Deferred Payments;
 - Exhibition, Fair Or Trade Show;
 - Impairment Of Computer Services – Malicious Programming;
 - Installation;
 - In Transit;
 - Mobile Communication Property (greater than 1,000 feet from a premises shown in the Declarations); or
 - Mobile Equipment; and
- do not apply when the applicable coverage has been excluded as shown in the Declarations or by endorsement to this policy.

The Limits Of Insurance for:

- Debris Removal; and
- Preparation Of Loss Fees,

apply separately at each premises shown in the Declarations or anywhere within the Coverage Territory.

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the coverage. If no deductible is shown in the Declarations with the coverage, then the Property Deductible will apply. Extra Expense Coverage is not subject to any deductible.

Extra expense is subject to the:

- Business Income With Extra Expense contract and Business Income With Extra Expense And Research And Development Income contract if purchased; or

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

-
- Extra Expense contract, if the Business Income With Extra Expense contract or Business Income With Extra Expense And Research And Development Income contract is not purchased.
-

Property Coverages

Limit Of Insurance

ANY OTHER LOCATION

ACCOUNTS RECEIVABLE	\$ 15,000
BUILDING COMPONENTS	\$ 15,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 50,000
FINE ARTS	\$ 15,000
PERSONAL PROPERTY	\$ 15,000
RESEARCH AND DEVELOPMENT PROPERTY	\$ 15,000
VALUABLE PAPERS	\$ 15,000

DEBRIS REMOVAL

PREMISES SHOWN IN THE DECLARATIONS	\$ 100,000
ANY OTHER LOCATION	\$ 25,000
IN TRANSIT	\$ 25,000

DEFERRED PAYMENTS

\$ 25,000

EXHIBITION, FAIR OR TRADE SHOW

ELECTRONIC DATA PROCESSING PROPERTY	\$ 15,000
FINE ARTS	\$ 15,000
PERSONAL PROPERTY	\$ 15,000

EXTRA EXPENSE

\$ 100,000

FUNGUS CLEAN-UP OR REMOVAL

\$ 25,000

IMPAIRMENT OF COMPUTER SERVICES – MALICIOUS PROGRAMMING

INSIDE ATTACK	\$ 100,000
OUTSIDE ATTACK – PER OCCURRENCE	\$ 10,000
OUTSIDE ATTACK – ANNUAL AGGREGATE	\$ 50,000

INSTALLATION

ANY JOB SITE	\$ 25,000
IN TRANSIT	\$ 25,000

Property Coverages**Limit Of Insurance****IN TRANSIT**

ACCOUNTS RECEIVABLE	\$ 15,000
BUILDING COMPONENTS	\$ 15,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 50,000
FINE ARTS	\$ 15,000
PERSONAL PROPERTY	\$ 15,000
VALUABLE PAPERS	\$ 15,000

LEASEHOLD INTEREST – ELECTRONIC DATA PROCESSING EQUIPMENT \$ 25,000

LOSS OF MASTER KEY \$ 15,000

LOSS PREVENTION EXPENSES \$ 10,000

MOBILE COMMUNICATION PROPERTY
(GREATER THAN 1,000 FEET FROM A PREMISES
SHOWN IN THE DECLARATIONS) \$ 5,000

MOBILE EQUIPMENT \$ 5,000

MONEY & SECURITIES

ON PREMISES	\$ 15,000
OFF PREMISES	\$ 10,000

POLLUTANT CLEAN-UP OR REMOVAL \$ 25,000

PREPARATION OF LOSS FEES \$ 10,000

PROCESSING WATER \$ 10,000

TOWERS OR ANTENNAS \$ 5,000

The following displays the Coverages and the applicable Limits Of Insurance for:

**Newly Acquired Premises Or Newly Acquired Or
Constructed Property****Limit Of Insurance**

BUILDING	\$1,000,000
PERSONAL PROPERTY (EXCLUDING CABLE STRAND, FIBER OPTIC CABLE, TAPS AND DROPS)	\$ 500,000
PERSONAL PROPERTY AT EXISTING PREMISES	\$ 100,000
CABLE STRAND, FIBER OPTIC CABLE, TAPS AND DROPS	\$ 10,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$ 250,000
ELECTRONIC DATA	\$ 50,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

<i>Newly Acquired Premises Or Newly Acquired Or Constructed Property</i>	<i>Limit Of Insurance</i>
<i>COMMUNICATION PROPERTY</i>	\$ 50,000
<i>TOWERS OR ANTENNAS</i>	\$ 50,000
<i>FINE ARTS</i>	\$ 15,000

You may purchase increased Limits Of Insurance for any of the Newly Acquired Premises or Newly Acquired or Constructed Property Limits Of Insurance shown above and we will charge you an additional premium. If you purchase such increased Limits Of Insurance, the Limits Of Insurance shown in the Declarations will reflect your total limit, including the Limits Of Insurance shown above.

Authorized Representative

Property Insurance

Supplementary Declarations For Broadcasters Property

***Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059***

Named Insured and Mailing Address

Policy Number

Effective Date

*Issued by the stock insurance company
indicated below, herein called the
company.*

Producer No.

Incorporated under the laws of

Producer

Policy Period

From: _____ *To:* _____
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Covered Premises \$500,000 Blanket Limit Of Insurance

The Blanket Limit Of Insurance shown above applies only for the Premises Coverages shown below. Unless otherwise stated, this Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations. This Blanket Limit Of Insurance applies in excess of the applicable deductible shown in the Declarations.

At time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the Premises Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises. For the purpose of the application of this \$500,000 Blanket Limit Of Insurance, all property at one premises shall constitute a single premises.

Separate specific Limits Of Insurance may be purchased for each of these Premises Coverages. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the Premises Coverages. If no deductible is shown in the Declarations with the Premises Coverages, then the Property Deductible will apply. When a specific Limit Of Insurance is purchased for any of these Premises Coverages, such specific Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that coverage at time of loss as provided in the previous paragraphs.

Coverages Included In The Blanket Limit Of Insurance:

*ACCOUNTS RECEIVABLE
ELECTRONIC DATA PROCESSING PROPERTY
FINE ARTS
LEASEHOLD INTEREST -
BONUS PAYMENT,
PREPAID RENT,
SUBLEASE PROFIT,
TENANTS' LEASE INTEREST*

*LEASEHOLD INTEREST – UNDAMAGED
TENANT'S IMPROVEMENTS & BETTERMENTS
MEDIA LIBRARY
NON – OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PERSONAL PROPERTY OF EMPLOYEES
PUBLIC SAFETY SERVICE CHARGES
RESEARCH AND DEVELOPMENT PROPERTY
VALUABLE PAPERS*

Property Coverages

The Limits Of Insurance shown below:

- are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you;
- apply separately at each premises shown in the Declarations, except for the following Additional Coverages which apply anywhere within the Coverage Territory:
 - Any Other Location;
 - Deferred Payments;
 - Exhibition, Fair Or Trade Show;
 - Impairment Of Computer Services – Malicious Programming;
 - Installation;
 - In Transit;
 - Mobile Communication Property (greater than 1,000 feet from a premises shown in the Declarations); or
 - Mobile Equipment; and
- do not apply when the applicable coverage has been excluded as shown in the Declarations or by endorsement to this policy.

The Limits Of Insurance for:

- Debris Removal; and
- Preparation Of Loss Fees,

apply separately at each premises shown in the Declarations or anywhere within the Coverage Territory.

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the coverage. If no deductible is shown in the Declarations with the coverage, then the Property Deductible will apply. Extra Expense Coverage is not subject to any deductible.

Extra expense is subject to the:

- Business Income With Extra Expense contract and Business Income With Extra Expense And Research And Development Income contract if purchased; or

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

-
- Extra Expense contract, if the Business Income With Extra Expense contract or Business Income With Extra Expense And Research And Development Income contract is not purchased.
-

Property Coverages

Limit Of Insurance

ANY OTHER LOCATION

ACCOUNTS RECEIVABLE	\$ 25,000
BUILDING COMPONENTS	\$ 25,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 75,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000
RESEARCH AND DEVELOPMENT PROPERTY	\$ 25,000
VALUABLE PAPERS	\$ 25,000

DEBRIS REMOVAL

PREMISES SHOWN IN THE DECLARATIONS	\$ 500,000
ANY OTHER LOCATION	\$ 50,000
IN TRANSIT	\$ 50,000

DEFERRED PAYMENTS

\$ 50,000

EXHIBITION, FAIR OR TRADE SHOW

ELECTRONIC DATA PROCESSING PROPERTY	\$ 25,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000

EXTRA EXPENSE

\$ 250,000

FUNGUS CLEAN-UP OR REMOVAL

\$ 50,000

IMPAIRMENT OF COMPUTER SERVICES – MALICIOUS PROGRAMMING

INSIDE ATTACK	\$ 100,000
OUTSIDE ATTACK – PER OCCURRENCE	\$ 10,000
OUTSIDE ATTACK – ANNUAL AGGREGATE	\$ 50,000

INSTALLATION

ANY JOB SITE	\$ 50,000
IN TRANSIT	\$ 50,000

Property Coverages**Limit Of Insurance****IN TRANSIT**

ACCOUNTS RECEIVABLE	\$ 25,000
BUILDING COMPONENTS	\$ 25,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 50,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000
VALUABLE PAPERS	\$ 25,000
LEASEHOLD INTEREST – ELECTRONIC DATA PROCESSING EQUIPMENT	\$ 75,000
LOSS OF MASTER KEY	\$ 25,000
LOSS PREVENTION EXPENSES	\$ 15,000
MOBILE COMMUNICATION PROPERTY (GREATER THAN 1,000 FEET FROM A PREMISES SHOWN IN THE DECLARATIONS)	\$ 10,000
MOBILE EQUIPMENT	\$ 10,000
MONEY & SECURITIES	
ON PREMISES	\$ 25,000
OFF PREMISES	\$ 15,000
POLLUTANT CLEAN-UP OR REMOVAL	\$ 50,000
PREPARATION OF LOSS FEES	\$ 25,000
PROCESSING WATER	\$ 25,000
TOWERS OR ANTENNAS	\$ 10,000

The following displays the Coverages and the applicable Limits Of Insurance for:

**Newly Acquired Premises Or Newly Acquired Or
Constructed Property****Limit Of Insurance**

BUILDING	\$2,000,000
PERSONAL PROPERTY (EXCLUDING CABLE STRAND, FIBER OPTIC CABLE, TAPS AND DROPS)	\$1,000,000
PERSONAL PROPERTY AT EXISTING PREMISES	\$ 100,000
CABLE STRAND, FIBER OPTIC CABLE, TAPS AND DROPS	\$ 25,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$1,000,000
ELECTRONIC DATA	\$ 250,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

<i>Newly Acquired Premises Or Newly Acquired Or Constructed Property</i>	<i>Limit Of Insurance</i>
<i>COMMUNICATION PROPERTY</i>	<i>\$ 250,000</i>
<i>TOWERS OR ANTENNAS</i>	<i>\$ 100,000</i>
<i>FINE ARTS</i>	<i>\$ 25,000</i>

You may purchase increased Limits Of Insurance for any of the Newly Acquired Premises or Newly Acquired or Constructed Property Limits Of Insurance shown above and we will charge you an additional premium. If you purchase such increased Limits Of Insurance, the Limits Of Insurance shown in the Declarations will reflect your total limit, including the Limits Of Insurance shown above.

Authorized Representative

Property Insurance

Supplementary Declarations For Broadcasters Property

***Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059***

Named Insured and Mailing Address

Policy Number

Effective Date

*Issued by the stock insurance company
indicated below, herein called the
company.*

Producer No.

Incorporated under the laws of

Producer

Policy Period

From: _____ ***To:*** _____
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Covered Premises \$1,000,000 Blanket Limit Of Insurance

The Blanket Limit Of Insurance shown above applies only for the Premises Coverages shown below. Unless otherwise stated, this Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations. This Blanket Limit Of Insurance applies in excess of the applicable deductible shown in the Declarations.

At time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the Premises Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises. For the purpose of the application of this \$1,000,000 Blanket Limit Of Insurance, all property at one premises shall constitute a single premises.

Separate specific Limits Of Insurance may be purchased for each of these Premises Coverages. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the Premises Coverages. If no deductible is shown in the Declarations with the Premises Coverages, then the Property Deductible will apply. When a specific Limit Of Insurance is purchased for any of these Premises Coverages, such specific Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that coverage at time of loss as provided in the previous paragraphs.

Coverages Included In The Blanket Limit Of Insurance:

*ACCOUNTS RECEIVABLE
ELECTRONIC DATA PROCESSING PROPERTY
FINE ARTS
LEASEHOLD INTEREST-
BONUS PAYMENT,
PREPAID RENT,
SUBLEASE PROFIT,
TENANTS' LEASE INTEREST*

*LEASEHOLD INTEREST – UNDAMAGED
TENANT'S IMPROVEMENTS & BETTERMENTS
MEDIA LIBRARY
NON – OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PERSONAL PROPERTY OF EMPLOYEES
PUBLIC SAFETY SERVICE CHARGES
RESEARCH AND DEVELOPMENT PROPERTY
VALUABLE PAPERS*

Property Coverages

The Limits Of Insurance shown below:

- are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you;
- apply separately at each premises shown in the Declarations, except for the following Additional Coverages which apply anywhere within the Coverage Territory:
 - Any Other Location;
 - Deferred Payments;
 - Exhibition, Fair Or Trade Show;
 - Impairment Of Computer Services – Malicious Programming;
 - Installation;
 - In Transit;
 - Mobile Communication Property (greater than 1,000 feet from a premises shown in the Declarations); or
 - Mobile Equipment; and
- do not apply when the applicable coverage has been excluded as shown in the Declarations or by endorsement to this policy.

The Limits Of Insurance for:

- Debris Removal; and
- Preparation Of Loss Fees,

apply separately at each premises shown in the Declarations or anywhere within the Coverage Territory.

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the coverage. If no deductible is shown in the Declarations with the coverage, then the Property Deductible will apply. Extra Expense Coverage is not subject to any deductible.

Extra expense is subject to the:

- Business Income With Extra Expense contract and Business Income With Extra Expense And Research And Development Income contract if purchased; or

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

-
- Extra Expense contract, if the Business Income With Extra Expense contract or Business Income With Extra Expense And Research And Development Income contract is not purchased.
-

Property Coverages

Limit Of Insurance

ANY OTHER LOCATION

ACCOUNTS RECEIVABLE	\$ 25,000
BUILDING COMPONENTS	\$ 25,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 75,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000
RESEARCH AND DEVELOPMENT PROPERTY	\$ 25,000
VALUABLE PAPERS	\$ 25,000

DEBRIS REMOVAL

PREMISES SHOWN IN THE DECLARATIONS	\$ 500,000
ANY OTHER LOCATION	\$ 50,000
IN TRANSIT	\$ 50,000

DEFERRED PAYMENTS

\$ 50,000

EXHIBITION, FAIR OR TRADE SHOW

ELECTRONIC DATA PROCESSING PROPERTY	\$ 25,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000

EXTRA EXPENSE

\$ 250,000

FUNGUS CLEAN-UP OR REMOVAL

\$ 50,000

IMPAIRMENT OF COMPUTER SERVICES – MALICIOUS PROGRAMMING

INSIDE ATTACK	\$ 100,000
OUTSIDE ATTACK – PER OCCURRENCE	\$ 10,000
OUTSIDE ATTACK – ANNUAL AGGREGATE	\$ 50,000

INSTALLATION

ANY JOB SITE	\$ 50,000
IN TRANSIT	\$ 50,000

Property Coverages**Limit Of Insurance****IN TRANSIT**

ACCOUNTS RECEIVABLE	\$ 25,000
BUILDING COMPONENTS	\$ 25,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 50,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000
VALUABLE PAPERS	\$ 25,000
LEASEHOLD INTEREST – ELECTRONIC DATA PROCESSING EQUIPMENT	\$ 75,000
LOSS OF MASTER KEY	\$ 25,000
LOSS PREVENTION EXPENSES	\$ 15,000
MOBILE COMMUNICATION PROPERTY (GREATER THAN 1,000 FEET FROM A PREMISES SHOWN IN THE DECLARATIONS)	\$ 10,000
MOBILE EQUIPMENT	\$ 10,000
MONEY & SECURITIES	
ON PREMISES	\$ 25,000
OFF PREMISES	\$ 15,000
POLLUTANT CLEAN-UP OR REMOVAL	\$ 50,000
PREPARATION OF LOSS FEES	\$ 25,000
PROCESSING WATER	\$ 25,000
TOWERS OR ANTENNAS	\$ 10,000

The following displays the Coverages and the applicable Limits Of Insurance for:

**Newly Acquired Premises Or Newly Acquired Or
Constructed Property****Limit Of Insurance**

BUILDING	\$2,000,000
PERSONAL PROPERTY (EXCLUDING CABLE STRAND, FIBER OPTIC CABLE, TAPS AND DROPS)	\$1,000,000
PERSONAL PROPERTY AT EXISTING PREMISES	\$ 100,000
CABLE STRAND, FIBER OPTIC CABLE, TAPS AND DROPS	\$ 25,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$1,000,000
ELECTRONIC DATA	\$ 250,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

<i>Newly Acquired Premises Or Newly Acquired Or Constructed Property</i>	<i>Limit Of Insurance</i>
<i>COMMUNICATION PROPERTY</i>	\$ 250,000
<i>TOWERS OR ANTENNAS</i>	\$ 100,000
<i>FINE ARTS</i>	\$ 25,000

You may purchase increased Limits Of Insurance for any of the Newly Acquired Premises or Newly Acquired or Constructed Property Limits Of Insurance shown above and we will charge you an additional premium. If you purchase such increased Limits Of Insurance, the Limits Of Insurance shown in the Declarations will reflect your total limit, including the Limits Of Insurance shown above.

Authorized Representative

Property Insurance

Supplementary Declarations For Broadcasters Property

*Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059*

Named Insured and Mailing Address

Policy Number

Effective Date

*Issued by the stock insurance company
indicated below, herein called the company.*

Producer No.

Incorporated under the laws of

Producer

Policy Period

*From: To:
12:01 A.M. standard time at the Named Insured's mailing address shown above.*

Covered Premises \$2,000,000 Blanket Limit Of Insurance

The Blanket Limit Of Insurance shown above applies only for the Premises Coverages shown below. Unless otherwise stated, this Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations. This Blanket Limit Of Insurance applies in excess of the applicable deductible shown in the Declarations.

At time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the Premises Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises. For the purpose of the application of this \$2,000,000 Blanket Limit Of Insurance, all property at one premises shall constitute a single premises.

Separate specific Limits Of Insurance may be purchased for each of these Premises Coverages. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the Premises Coverages. If no deductible is shown in the Declarations with the Premises Coverages, then the Property Deductible will apply. When a specific Limit Of Insurance is purchased for any of these Premises Coverages, such specific Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that coverage at time of loss as provided in the previous paragraphs.

Coverages Included In The Blanket Limit Of Insurance:

<i>ACCOUNTS RECEIVABLE</i>	<i>LEASEHOLD INTEREST – UNDAMAGED</i>
<i>ELECTRONIC DATA PROCESSING PROPERTY</i>	<i>TENANT'S IMPROVEMENTS & BETTERMENTS</i>
<i>FINE ARTS</i>	<i>MEDIA LIBRARY</i>
<i>LEASEHOLD INTEREST –</i>	<i>NON – OWNED DETACHED TRAILERS</i>
<i>BONUS PAYMENT,</i>	<i>OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS</i>
<i>PREPAID RENT,</i>	<i>PERSONAL PROPERTY OF EMPLOYEES</i>
<i>SUBLEASE PROFIT,</i>	<i>PUBLIC SAFETY SERVICE CHARGES</i>
<i>TENANTS' LEASE INTEREST</i>	<i>RESEARCH AND DEVELOPMENT PROPERTY</i>
	<i>VALUABLE PAPERS</i>

Property Coverages

The Limits Of Insurance shown below:

- are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you;
- apply separately at each premises shown in the Declarations, except for the following Additional Coverages which apply anywhere within the Coverage Territory:
 - Any Other Location;
 - Deferred Payments;
 - Exhibition, Fair Or Trade Show;
 - Impairment Of Computer Services – Malicious Programming;
 - Installation;
 - In Transit;
 - Mobile Communication Property (greater than 1,000 feet from a premises shown in the Declarations); or
 - Mobile Equipment; and
- do not apply when the applicable coverage has been excluded as shown in the Declarations or by endorsement to this policy.

The Limits Of Insurance for:

- Debris Removal; and
- Preparation Of Loss Fees,

apply separately at each premises shown in the Declarations or anywhere within the Coverage Territory.

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the coverage. If no deductible is shown in the Declarations with the coverage, then the Property Deductible will apply. Extra Expense Coverage is not subject to any deductible.

Extra expense is subject to the:

- Business Income With Extra Expense contract and Business Income With Extra Expense And Research And Development Income contract if purchased; or

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

-
- Extra Expense contract, if the Business Income With Extra Expense contract or Business Income With Extra Expense And Research And Development Income contract is not purchased.
-

Property Coverages

Limit Of Insurance

ANY OTHER LOCATION

ACCOUNTS RECEIVABLE	\$ 25,000
BUILDING COMPONENTS	\$ 25,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 75,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000
RESEARCH AND DEVELOPMENT PROPERTY	\$ 25,000
VALUABLE PAPERS	\$ 25,000

DEBRIS REMOVAL

PREMISES SHOWN IN THE DECLARATIONS	\$ 500,000
ANY OTHER LOCATION	\$ 50,000
IN TRANSIT	\$ 50,000

DEFERRED PAYMENTS

\$ 50,000

EXHIBITION, FAIR OR TRADE SHOW

ELECTRONIC DATA PROCESSING PROPERTY	\$ 25,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000

EXTRA EXPENSE

\$ 250,000

FUNGUS CLEAN-UP OR REMOVAL

\$ 50,000

IMPAIRMENT OF COMPUTER SERVICES – MALICIOUS PROGRAMMING

INSIDE ATTACK	\$ 100,000
OUTSIDE ATTACK – PER OCCURRENCE	\$ 10,000
OUTSIDE ATTACK – ANNUAL AGGREGATE	\$ 50,000

INSTALLATION

ANY JOB SITE	\$ 50,000
IN TRANSIT	\$ 50,000

Property Coverages**Limit Of Insurance****IN TRANSIT**

ACCOUNTS RECEIVABLE	\$ 25,000
BUILDING COMPONENTS	\$ 25,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 50,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000
VALUABLE PAPERS	\$ 25,000
LEASEHOLD INTEREST – ELECTRONIC DATA PROCESSING EQUIPMENT	\$ 75,000
LOSS OF MASTER KEY	\$ 25,000
LOSS PREVENTION EXPENSES	\$ 15,000
MOBILE COMMUNICATION PROPERTY (GREATER THAN 1,000 FEET FROM A PREMISES SHOWN IN THE DECLARATIONS)	\$ 10,000
MOBILE EQUIPMENT	\$ 10,000
MONEY & SECURITIES	
ON PREMISES	\$ 25,000
OFF PREMISES	\$ 15,000
POLLUTANT CLEAN-UP OR REMOVAL	\$ 50,000
PREPARATION OF LOSS FEES	\$ 25,000
PROCESSING WATER	\$ 25,000
TOWERS OR ANTENNAS	\$ 10,000

The following displays the Coverages and the applicable Limits Of Insurance for:

**Newly Acquired Premises Or Newly Acquired Or
Constructed Property****Limit Of Insurance**

BUILDING	\$ 2,000,000
PERSONAL PROPERTY (EXCLUDING CABLE STRAND, FIBER OPTIC CABLE, TAPS AND DROPS)	\$ 1,000,000
PERSONAL PROPERTY AT EXISTING PREMISES	\$ 100,000
CABLE STRAND, FIBER OPTIC CABLE, TAPS AND DROPS	\$ 25,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$ 1,000,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

Newly Acquired Premises Or Newly Acquired Or Constructed Property

Limit Of Insurance

<i>ELECTRONIC DATA</i>	\$ 250,000
<i>COMMUNICATION PROPERTY</i>	\$ 250,000
<i>TOWERS OR ANTENNAS</i>	\$ 100,000
<i>FINE ARTS</i>	\$ 25,000

You may purchase increased Limits Of Insurance for any of the Newly Acquired Premises or Newly Acquired or Constructed Property Limits Of Insurance shown above and we will charge you an additional premium. If you purchase such increased Limits Of Insurance, the Limits Of Insurance shown in the Declarations will reflect your total limit, including the Limits Of Insurance shown above.

Authorized Representative

Property Insurance

Supplementary Declarations For Broadcasters Business Income

**Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059**

Named Insured and Mailing Address

Policy Number

Effective Date

*Issued by the stock insurance company
indicated below, herein called the company.*

Producer No.

Incorporated under the laws of

Producer

Policy Period

From: **To:**
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Additional Business Income Coverages

The Limits Of Insurance shown below are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you. You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below.

Except for Dependent Business Premises, Any Other Location, Exhibition, Fair or Trade Show, Mobile Equipment and Preparation Of Loss Fees, the Limits Of Insurance shown below apply at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations.

The Limit Of Insurance for Dependent Business Premises applies:

- at each of your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations;
- separately to each **occurrence**, regardless of the number of **dependent business premises** that sustain covered direct physical loss or damage; and

- only if such direct physical loss or damage causes a business income loss (or extra expense loss if Business Income With Extra Expense is purchased) at your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations,

provided that actual loss for such premises is the direct result of direct physical loss or damage, by a **covered peril**, to the **dependent business premises**.

If you increase the \$100,000 Limit of Insurance for Dependent Business Premises as provided for in this Supplementary Declarations, such increased limit of insurance:

- will be shown in the Declarations and will reflect your total Dependent Business Premises Limit Of Insurance at the applicable **dependent business premises** shown in the Declarations; and
- is the most we will pay in any **occurrence** at all premises for which a Limit Of Insurance for Business Income is shown in the Declarations.

The Limit Of Insurance for Any Other Location or Exhibition, Fair or Trade Show applies within the Coverage Territory of this policy.

The Limit Of Insurance for Mobile Equipment applies to **mobile equipment** located away from a premises shown in the Declarations within the Coverage Territory.

The Limit Of Insurance for Preparation Of Loss Fees applies at each premises shown in the Declarations or anywhere within the Coverage Territory.

Business Income Coverages

Limit Of Insurance

<i>ANY OTHER LOCATION</i>	\$ 25,000
<i>CONTRACTUAL PENALTIES</i>	\$ 10,000
<i>DEPENDENT BUSINESS PREMISES</i>	\$ 100,000
<i>EXHIBITION, FAIR OR TRADE SHOW</i>	\$ 10,000
<i>INGRESS & EGRESS</i>	\$ 25,000
<i>LOSS OF INTERCONNECT SERVICES</i>	\$ 10,000
<i>LOSS OF ON-LINE ACCESS SERVICES</i>	\$ 10,000
<i>LOSS OF UTILITIES</i>	\$ 15,000
<i>MOBILE EQUIPMENT</i>	\$ 5,000
<i>POLLUTANT CLEAN-UP OR REMOVAL</i>	\$ 10,000
<i>PREPARATION OF LOSS FEES</i>	\$ 10,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

The following displays the coverage and the applicable Limit Of Insurance provided for each newly acquired premises:

<i>Newly Acquired Premises</i>	<i>Limit Of Insurance</i>
<i>BUSINESS INCOME</i>	\$ 100,000

Authorized Representative

Property Insurance

Supplementary Declarations For Broadcasters Property – Business Income

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Named Insured and Mailing Address

Policy Number

Effective Date

Issued by the stock insurance company
indicated below, herein called the company.

Producer No.

Incorporated under the laws of

Producer

Policy Period

From: _____ To: _____
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Additional Business Income Coverages

The Limits Of Insurance shown below are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you. You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below.

Except for Dependent Business Premises, Any Other Location, Exhibition, Fair or Trade Show, Mobile Equipment and Preparation Of Loss Fees, the Limits Of Insurance shown below apply at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations.

The Limit Of Insurance for Dependent Business Premises applies:

- at each of your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations;
- separately to each **occurrence**, regardless of the number of **dependent business premises** that sustain covered direct physical loss or damage; and
- only if such direct physical loss or damage causes a business income loss (or extra expense loss if Business Income With Extra Expense is purchased) at your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations,

provided that actual loss for such premises is the direct result of direct physical loss or damage, by a **covered peril**, to the **dependent business premises**.

If you increase the \$250,000 Limit of Insurance for Dependent Business Premises as provided for in this Supplementary Declarations, such increased limit of insurance:

- will be shown in the Declarations and will reflect your total Dependent Business Premises Limit of Insurance at the applicable **dependent business premises** shown in the Declarations; and
- is the most we will pay in any **occurrence** at all premises for which a Limit Of Insurance for Business Income is shown in the Declarations.

The Limit Of Insurance for Any Other Location or Exhibition, Fair or Trade Show applies within the Coverage Territory of this policy.

The Limit Of Insurance for Mobile Equipment applies to **mobile equipment** located away from premises shown in the Declarations within the Coverage Territory.

The Limit Of Insurance for Preparation Of Loss Fees applies at each premises shown in the Declarations or anywhere within the Coverage Territory.

Business Income Coverages

Limit Of Insurance

<i>ANY OTHER LOCATION</i>	\$ 50,000
<i>CONTRACTUAL PENALTIES</i>	\$ 25,000
<i>DEPENDENT BUSINESS PREMISES</i>	\$ 250,000
<i>EXHIBITION, FAIR OR TRADE SHOW</i>	\$ 25,000
<i>INGRESS & EGRESS</i>	\$ 50,000
<i>LOSS OF INTERCONNECT SERVICES</i>	\$ 10,000
<i>LOSS OF ON-LINE ACCESS SERVICES</i>	\$ 10,000
<i>LOSS OF UTILITIES</i>	\$ 25,000
<i>MOBILE EQUIPMENT</i>	\$ 10,000
<i>POLLUTANT CLEAN-UP OR REMOVAL</i>	\$ 25,000
<i>PREPARATION OF LOSS FEES</i>	\$ 25,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

The following displays the coverage and the applicable Limit Of Insurance provided for each newly acquired premises:

<i>Newly Acquired Premises</i>	<i>Limit Of Insurance</i>
<i>BUSINESS INCOME</i>	\$ 250,000

Authorized Representative

Property Insurance

Supplementary Declarations For Broadcasters Business Income

*Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059*

Named Insured and Mailing Address

Policy Number

Effective Date

*Issued by the stock insurance company
indicated below, herein called the company.*

Producer No.

Incorporated under the laws of

Producer

Policy Period

*From: To:
12:01 A.M. standard time at the Named Insured's mailing address shown above.*

Additional Business Income Coverages

The Limits Of Insurance shown below are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you. You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below.

Except for Dependent Business Premises, Any Other Location, Exhibition, Fair or Trade Show, Mobile Equipment and Preparation Of Loss Fees, the Limits Of Insurance shown below apply at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations.

The Limit Of Insurance for Dependent Business Premises applies:

- at each of your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations;
- separately to each **occurrence**, regardless of the number of **dependent business premises** that sustain covered direct physical loss or damage; and

- only if such direct physical loss or damage causes a business income loss (or extra expense loss if Business Income With Extra Expense is purchased) at your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations,

provided that actual loss for such premises is the direct result of direct physical loss or damage, by a **covered peril**, to the **dependent business premises**.

If you increase the \$100,000 Limit of Insurance for Dependent Business Premises as provided for in this Supplementary Declarations, such increased limit of insurance:

- will be shown in the Declarations and will reflect your total Dependent Business Premises Limit of Insurance at the applicable **dependent business premises** shown in the Declarations; and
- is the most we will pay in any **occurrence** at all premises for which a Limit Of Insurance for Business Income is shown in the Declarations.

The Limit Of Insurance for Any Other Location or Exhibition, Fair or Trade Show applies within the Coverage Territory of this policy.

The Limit Of Insurance for Mobile Equipment applies to **mobile equipment** located away from premises shown in the Declarations within the Coverage Territory.

The Limit Of Insurance for Preparation Of Loss Fees applies at each premises shown in the Declarations or anywhere within the Coverage Territory.

Business Income Coverages

Limit Of Insurance

<i>ANY OTHER LOCATION</i>	\$ 25,000
<i>CONTRACTUAL PENALTIES</i>	\$ 10,000
<i>DEPENDENT BUSINESS PREMISES</i>	\$ 100,000
<i>EXHIBITION, FAIR OR TRADE SHOW</i>	\$ 10,000
<i>NEWLY ACQUIRED RESEARCH AND DEVELOPMENT INCOME</i>	
<i>ANY ONE WRITTEN AGREEMENT</i>	\$ 100,000
<i>FOR ALL WRITTEN AGREEMENTS</i>	\$ 500,000
<i>INGRESS & EGRESS</i>	\$ 25,000
<i>LOSS OF INTERCONNECT SERVICES</i>	\$ 10,000
<i>LOSS OF ON-LINE ACCESS SERVICES</i>	\$ 10,000
<i>LOSS OF UTILITIES</i>	\$ 15,000
<i>MOBILE EQUIPMENT</i>	\$ 5,000
<i>POLLUTANT CLEAN-UP OR REMOVAL</i>	\$ 10,000
<i>PREPARATION OF LOSS FEES</i>	\$ 10,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

The following displays the coverage and the applicable Limit Of Insurance provided for each newly acquired premises:

<i>Newly Acquired Premises</i>	<i>Limit Of Insurance</i>
<i>BUSINESS INCOME</i>	\$ 100,000

Authorized Representative

Property Insurance

Supplementary Declarations For Broadcasters Business Income

*Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059*

Named Insured and Mailing Address

Policy Number

Effective Date

*Issued by the stock insurance company
indicated below, herein called the company.*

Producer No.

Incorporated under the laws of

Producer

Policy Period

*From: To:
12:01 A.M. standard time at the Named Insured's mailing address shown above.*

Additional Business Income Coverages

The Limits Of Insurance shown below are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you. You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below.

Except for Dependent Business Premises, Any Other Location, Exhibition, Fair or Trade Show, Mobile Equipment and Preparation Of Loss Fees, the Limits Of Insurance shown below apply at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations.

The Limit Of Insurance for Dependent Business Premises applies:

- at each of your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations;
- separately to each **occurrence**, regardless of the number of **dependent business premises** that sustain covered direct physical loss or damage; and
- only if such direct physical loss or damage causes a business income loss (or extra expense loss if Business Income With Extra Expense is purchased) at your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations,

provided that actual loss for such premises is the direct result of direct physical loss or damage, by a **covered peril**, to the **dependent business premises**.

If you increase the \$250,000 Limit of Insurance for Dependent Business Premises as provided for in this Supplementary Declarations, such increased limit of insurance:

- will be shown in the Declarations and will reflect your total Dependent Business Premises Limit of Insurance at the applicable **dependent business premises** shown in the Declarations; and
- is the most we will pay in any **occurrence** at all premises for which a Limit Of Insurance for Business Income is shown in the Declarations.

The Limit Of Insurance for Any Other Location or Exhibition, Fair or Trade Show applies within the Coverage Territory of this policy.

The Limit Of Insurance for Mobile Equipment applies to **mobile equipment** located away from premises shown in the Declarations within the Coverage Territory.

The Limit Of Insurance for Preparation Of Loss Fees applies at each premises shown in the Declarations or anywhere within the Coverage Territory.

Business Income Coverages

Limit Of Insurance

<i>ANY OTHER LOCATION</i>	\$ 50,000
<i>CONTRACTUAL PENALTIES</i>	\$ 25,000
<i>DEPENDENT BUSINESS PREMISES</i>	\$ 250,000
<i>EXHIBITION, FAIR OR TRADE SHOW</i>	\$ 25,000
<i>NEWLY ACQUIRED RESEARCH AND DEVELOPMENT INCOME</i>	
<i>ANY ONE WRITTEN AGREEMENT</i>	\$ 250,000
<i>FOR ALL WRITTEN AGREEMENTS</i>	\$1,000,000
<i>INGRESS & EGRESS</i>	\$ 50,000
<i>LOSS OF INTERCONNECT SERVICES</i>	\$ 10,000
<i>LOSS OF ON-LINE ACCESS SERVICES</i>	\$ 10,000
<i>LOSS OF UTILITIES</i>	\$ 25,000
<i>MOBILE EQUIPMENT</i>	\$ 10,000
<i>POLLUTANT CLEAN-UP OR REMOVAL</i>	\$ 25,000
<i>PREPARATION OF LOSS FEES</i>	\$ 25,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

The following displays the coverage and the applicable Limit Of Insurance provided for each newly acquired premises:

<i>Newly Acquired Premises</i>	<i>Limit Of Insurance</i>
<i>BUSINESS INCOME</i>	\$ 250,000

Authorized Representative

Property Insurance

Broadcasters Extension For Property/Business Income Insurance

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Broadcasters Extension For Property/Business Income Insurance

Contract

Introduction

All of the Property/Business Income Provisions contained in the other property, business income and extra expense forms that comprise this policy apply, unless they have been deleted or modified by this Broadcasters Extension For Property/Business Income Insurance.

Property Premises Coverages

The following Property Premises Coverages are added:

Leasehold Interest – Electronic Data Processing Equipment

Subject to the terms and conditions of the Electronic Data Processing Property contract, we will pay for the difference between the actual periodic lease payment for the:

- lost or damaged **electronic data processing equipment** due during the unexpired term of the lease; and
- replacement **electronic data processing equipment** due under the new lease,

as a direct result of the cancellation of the lease on such lost or damaged **electronic data processing equipment**, not to exceed the applicable Limit Of Insurance for Leasehold Interest – Electronic Data Processing Equipment shown in the Declarations.

The retail price on the replacement **electronic data processing equipment** may not exceed the original retail price of the lost or damaged **electronic data processing equipment**.

The cancellation of the lease must:

- be by a valid condition of your lease; and
- result from direct physical loss or damage caused by or resulting from a peril not otherwise excluded to such **electronic data processing equipment**.

This Property Premises Coverage applies only:

- for the period of time remaining in your lease on the **electronic data processing equipment** at the time of loss or damage; and
- at the premises for which a Limit Of Insurance for Leasehold Interest – Electronic Data Processing Equipment is shown in the Declarations.

The loss or damage must occur at the premises shown in the Declarations.

Media Library

Subject to the terms and conditions of the Electronic Data Processing Property contract, we will pay for direct physical loss or damage to your **media library** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Media Library shown in the Declarations.

The loss or damage must occur at the premises shown in the Declarations.

This Property Premises Coverage applies only at those premises for which a Limit Of Insurance for Media Library is shown in the Declarations.

Property Premises Coverages

(continued)

Towers Or Antennas

Subject to the terms and conditions of the Building And Personal Property contract, we will pay for direct physical loss or damage to **towers or antennas** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Towers Or Antennas shown in the Declarations.

The loss or damage must occur at the premises shown in the Declarations.

This Property Premises Coverage applies only at those premises for which a Limit Of Insurance for Towers Or Antennas is shown in the Declarations.

The following Property Additional Coverages are added:

Property Additional Coverages

Cable Strand, Fiber Optic Cable, Taps And Drops

Subject to the terms and conditions of the Building And Personal Property contract, we will pay for direct physical loss or damage to your:

- cable strand;
- fiber optic cable; or
- taps and drops,

caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance for Cable Strand, Fiber Optic Cable, Taps And Drops shown in the Declarations.

This Property Additional Coverage:

- applies only when a Limit Of Insurance for Cable Strand, Fiber Optic Cable, Taps And Drops is shown in the Declarations; and
- does not apply to cable strand, fiber optic cable, taps and drops at a premises shown in the Declarations.

Newly Acquired Cable Strand, Fiber Optic Cable, Taps And Drops

Subject to the terms and conditions of the Building And Personal Property contract, we will pay for direct physical loss or damage to your cable strand, fiber optic cable, taps and drops at newly acquired premises caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Cable Strand, Fiber Optic Cable, Taps And Drops shown in the Declarations under Newly Acquired Premises or Newly Acquired or Constructed Property.

This Property Additional Coverage applies until the first of the following occurs:

- you report the value of the cable strand, fiber optic cable, taps and drops at the newly acquired premises to us and we add such cable strand, fiber optic cable, taps and drops to this policy;
- 180 days pass from the date you acquire the premises; or
- this policy expires.

We will charge you additional premium for the reported values from the date you acquire the premises if we add such premises to this policy.

Broadcasters Extension For Property/Business Income Insurance

Property Additional Coverages (continued)

Newly Acquired Towers Or Antennas

Subject to the terms and conditions of the Building And Personal Property contract, we will pay for direct physical loss or damage to:

- **towers or antennas** under construction at existing or newly acquired premises; or
- **towers or antennas** at newly acquired premises,

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Towers Or Antennas shown in the Declarations under Newly Acquired Premises or Newly Acquired or Constructed Property.

This Property Additional Coverage applies until the first of the following occurs:

- you report the value of the **towers or antennas** at the newly acquired premises to us and we add such **towers or antennas** to this policy;
- 180 days pass from the date you acquire the premises, or construction begins on the **towers or antennas**; or
- this policy expires.

We will charge you additional premium for the reported values from the date you acquire the premises, or construction begins on the **towers or antennas**, if we add such premises or **towers or antennas** to this policy.

The Debris Removal Coverage contained in the:

- Building And Personal Property; and
- Electronic Data Processing Property,

contract is deleted and replaced with the following:

Amended Debris Removal Coverage

Debris Removal

- A. We will pay for the costs you incur to:
1. demolish and remove debris of damaged **building, personal property, personal property of employees, research and development property, towers or antennas, cable strand, fiber optic cable, taps and drops, media library, electronic data processing equipment or communication property** caused by or resulting from a peril not otherwise excluded that occurs during the policy period; or
 2. remove debris of damaged **outdoor trees, shrubs, plants or lawns** at the premises shown in the Declarations, caused by or resulting from the perils of fire, lightning, explosion, riot or civil commotion or aircraft or self-propelled missiles that occurs during the policy period.

**Amended Debris
Removal Coverage**

*Debris Removal
(continued)*

- B. The most we will pay for debris removal is the lesser of:
1. 25% of the covered direct physical loss or damage; or
 2. the remaining applicable Limit Of Insurance for Building, Personal Property, Personal Property Of Employees, Research and Development Property, Outdoor Trees, Shrubs, Plants Or Lawns, Towers Or Antennas or Cable Strand, Fiber Optic Cable, Taps And Drops shown in the Declarations, after payment of the covered direct physical loss or damage.
- C. If the amount in B. above is insufficient to pay the debris removal, we will pay the remaining debris removal, subject to the applicable Limit Of Insurance shown under Debris Removal in the Declarations.
- We will also pay up to \$1,000 for the costs you incur at each premises to remove debris that is blown onto your premises by wind, if the wind would be covered by this insurance.
- D. Debris removal will be paid only if:
1. reported to us in writing within 180 days of the date of the direct physical loss or damage to the **building, personal property, personal property of employees, research and development property, outdoor trees, shrubs, plants or lawns, towers or antennas**, cable strand, fiber optic cable, taps and drops, **media library, electronic data processing equipment** or **communication property**; and
 2. a Limit Of Insurance applicable to the damaged **building, personal property, personal property of employees, research and development property, outdoor trees, shrubs, plants or lawns, towers or antennas** or cable strand, fiber optic cable, taps and drops shown in the Declarations.
- E. Debris removal does not apply to costs to:
1. a. clean up or remove **pollutants** from land, water or air;
 - b. clean up, remove, restore or replace covered property because of the presence of **fungus**; or
 - c. clean up, remove, restore or replace polluted land, water or air, either inside or outside of a **building**; or
 2. demolish and clear the site of the undamaged portion of the **building**.

This Amended Debris Removal Coverage is provided for **electronic data processing equipment, communication property** or **media library**, regardless of whether a Limit Of Insurance for Debris Removal is shown in the Declarations.

Broadcasters Extension For Property/Business Income Insurance

The Loss Of Utilities Additional Coverage contained in the:

- Business Income With Extra Expense; or
- Business Income With Extra Expense And Research And Development Income Coverage, contract is deleted and replaced with the following:

Amended Business Income Additional Coverage

Loss Of Utilities

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**, during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Loss Of Utilities shown under Business Income in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to:

- **building**;
- **personal property of a utility** located either inside or outside of a **building**; or
- **service property**,

excluding **overhead communication, transmission or distribution equipment**, necessary to supply your premises with:

- water supply;
- power supply;
- natural gas supply;
- sewage treatment; or
- communication,

services.

We will pay such loss provided that the disruption of services:

- is not due to your failure to comply with the terms and conditions of any contract; and
- has been reported to the service provider.

We will not pay for the actual **business income** loss you incur until the:

- applicable waiting period shown in the Declarations for Business Income expires;
- applicable waiting period shown in the Declarations for Loss Of Utilities expires; or
- first 24 normal business hours following the direct physical loss or damage expires, whichever is the longer.

**Amended Business
Income Additional
Coverage**

*Loss Of Utilities
(continued)*

This Amended Business Income Additional Coverage does not apply:

- A. to **business income** loss or **extra expense** payable under the:
 - 1. Loss Of Interconnect Services Business Income Additional Coverage; or
 - 2. Loss Of On-Line Access Services Business Income Additional Coverage; and
- B. if the direct physical loss or damage is caused by or results from earthquake or **flood**.

The following Business Income Additional Coverages are added:

**Business Income
Additional Coverages**

*Loss Of Interconnect
Services*

Subject to the terms and conditions of the:

- Business Income With Extra Expense; or
 - Business Income With Extra Expense And Research And Development Income Coverage,
- contract, we will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**, during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Loss Of Interconnect Services shown under Business Income in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to:

- **building** located away from the premises shown in the Declarations; or
- **personal property of a utility** located either inside or outside of a **building**,

excluding **overhead communication, transmission or distribution equipment**, necessary for **interconnect services**.

We will pay such loss provided that the disruption of services:

- is not due to your failure to comply with the terms and conditions of any contract; and
- has been reported to the service provider.

We will not pay for the actual **business income** loss you incur until the:

- applicable waiting period shown in the Declarations for Business Income expires;
 - applicable waiting period shown in the Declarations for Loss Of Interconnect Services expires; or
 - first 24 normal business hours following the direct physical loss or damage expires,
- whichever is the longer.

This Business Income Additional Coverage does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**.

Broadcasters Extension For Property/Business Income Insurance

Business Income Additional Coverages (continued)

Loss Of On-Line Access Services

Subject to the terms and conditions of the:

- Business Income With Extra Expense; or
- Business Income With Extra Expense And Research And Development Income Coverage, contract, we will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**, during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Loss Of On-Line Access Services shown under Business Income in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to:

- **building** located away from the premises shown in the Declarations; or
- **personal property of a utility** located either inside or outside of a **building**,

excluding **overhead communication, transmission or distribution equipment**, necessary for **on-line access**.

We will pay such loss provided that the disruption of services:

- is not due to your failure to comply with the terms and conditions of any contract; and
- has been reported to the service provider.

We will not pay for the actual **business income** loss you incur until the:

- applicable waiting period shown in the Declarations for Business Income expires;
- applicable waiting period shown in the Declarations for Loss Of On-Line Access Services expires; or
- first 24 normal business hours following the direct physical loss or damage expires, whichever is the longer.

This Business Income Additional Coverage does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**.

Mobile Equipment

Subject to the:

- Business Income With Extra Expense; or
- Business Income With Extra Expense And Research And Development Income Coverage, contract, we will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**, during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Mobile Equipment shown under Business Income in the Declarations.

**Business Income
Additional Coverages**

*Mobile Equipment
(continued)*

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **mobile equipment**.

This Business Income Additional Coverage does not apply if the direct physical loss or damage to **mobile equipment** occurs at a premises shown in the Declarations.

The following Additional Exclusions are added:

Additional Exclusions

*Disappearance – Media
Library*

This insurance does not apply to loss or damage to **media library** caused by or resulting from:

- disappearance; or
- shortage disclosed on taking inventory,

where there is no physical evidence to show what happened.

This Disappearance – Media Library exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

*Rust, Oxidation,
Corrosion Or
Discoloration – Towers
Or Antennas*

This insurance does not apply to loss or damage to **towers or antennas** caused by or resulting from rust, oxidation, corrosion or discoloration.

This Rust, Oxidation, Corrosion Or Discoloration – Towers Or Antennas exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

The following Additional Loss Payment Basis Exception is added:

**Additional Loss
Payment Basis
Exception**

Media Library

Media library is valued on the full cost of replacement or reproduction at the time of direct physical loss or damage when the **media library** is actually replaced or reproduced.

If the **media library** is not replaced or reproduced, the value is based on the cost of replacing the blank medium upon which **media library** is recorded, but not **media library** itself.

The following Additional Loss Payment Limitations are added:

**Additional Loss
Payment Limitations**

*Cable Strand, Fiber Optic
Cable, Taps And Drops*

We will not pay for loss or damage to cable strand, fiber optic cable, taps and drops located away from a premises shown in the Declarations, except as provided for in the:

- Cable Strand, Fiber Optic Cable, Taps And Drops Property Additional Coverage; or

Broadcasters Extension For Property/Business Income Insurance

Additional Loss Payment Limitations

<i>Cable Strand, Fiber Optic Cable, Taps And Drops (continued)</i>	<ul style="list-style-type: none">• Newly Acquired Cable Strand, Fiber Optic Cable, Taps And Drops Property Additional Coverage.
<i>Loss Or Damage To Property Used To Provide Interconnect Or On-Line Access Services</i>	<p>Except as provided for in the Loss Of Interconnect Services or Loss Of On-Line Access Services Business Income Additional Coverages, we will not pay for any business income loss or extra expense caused by or resulting from loss or damage to:</p> <ul style="list-style-type: none">• building located away from the premises shown in the Declarations; or• personal property of a utility located either inside or outside of a building, necessary for interconnect services or on-line access.
<i>Media Library</i>	<p>We will not pay for loss or damage to media library, except as provided for in the Media Library Property Premises Coverage.</p>
<i>Mobile Equipment</i>	<p>We will not pay for business income loss or extra expense caused by or resulting from direct physical loss or damage to mobile equipment located away from a premises shown in the Declarations, except as provided for in the Mobile Equipment Business Income Additional Coverage.</p>
<i>Satellites And Their Component Parts</i>	<p>We will not pay for:</p> <ul style="list-style-type: none">• loss or damage to satellites or their component parts, including any resulting business income or rental income loss or extra expense; or• that part of any business income or rental income loss or extra expense attributable to loss of use of any satellites or their component parts caused by or resulting from direct physical loss or damage to other property.
<i>Towers Or Antennas</i>	<p>We will not pay for loss or damage to towers or antennas, except as provided for in the:</p> <ul style="list-style-type: none">• Towers Or Antennas Property Premises Coverage; or• Newly Acquired Towers Or Antennas Property Additional Coverage.

The Business Income Coinsurance Condition contained in the:

- Business Income With Extra Expense; or
 - Business Income With Extra Expense And Research And Development Income Coverage,
- contract is deleted and replaced with the following:

Amended Condition

***Business Income
Coinsurance***

Coinsurance applies to **business income** only when a coinsurance percentage under Business Income with Extra Expense is shown in the Declarations.

Coinsurance does not apply to:

- A. **extra expense**;
- B. any covered loss of \$100,000 or less;
- C. Contractual Penalties;
- D. Ingress And Egress;
- E. Newly Acquired Research And Development Income;
- F. New Product Delay; and
- G. the following Additional Coverages:
 - 1. Any Other Location;
 - 2. Dependent Business Premises when a Limit Of Insurance for a specific Dependent Business Premises has not been purchased;
 - 3. Exhibition, Fair Or Trade Show;
 - 4. International Air Shipments;
 - 5. In Transit;
 - 6. Loss Of Interconnect Services;
 - 7. Loss Of On-Line Access Services;
 - 8. Loss Of Utilities;
 - 9. Mobile Equipment;
 - 10. Newly Acquired Premises;
 - 11. Pollutant Clean-up Or Removal; and
 - 12. Preparation Of Loss Fees.

We will not pay the full amount of any **business income** loss if the applicable Limit Of Insurance for Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income shown in the Declarations is less than:

- A. the applicable coinsurance percentage shown under Business Income With Extra Expense in the Declarations multiplied by;
- B. the sum of:
 - 1. net income (net profit or loss before income taxes); and
 - 2. operating expenses, including payroll expenses,

Broadcasters Extension For Property/Business Income Insurance

Amended Condition

Business Income Coinsurance (continued)

that would have been earned or incurred (had no loss occurred) by you in your **operations** for the 12 months following the effective date, or last previous anniversary date, of this policy (whichever is later).

Instead, our maximum **business income** loss payment will be determined as follows:

- A. multiply the net income and operating expenses that would have been earned or incurred (had no loss occurred) by you in your **operations** for the 12 months following the effective date, or last previous anniversary date, of this policy by the applicable coinsurance percentage shown under Business Income With Extra Expense in the Declarations;
- B. divide the applicable Limit Of Insurance for Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income by the figure determined in step A;
- C. multiply the total amount of the covered loss by the figure determined in step B; and
- D. subtract the applicable waiting period, if any, from the amount determined in step C.

The amount determined in step D. is the most we will pay, not to exceed the applicable Limit Of Insurance for Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income shown in the Declarations.

In determining operating expenses for the purpose of applying coinsurance, the following expenses, if incurred, shall be deducted from the total of all operating expenses:

- prepaid freight – outgoing;
- returns and allowances;
- discounts;
- bad debts;
- collection expenses;
- cost of raw stock and factory supplies consumed (including transportation charges);
- cost of merchandise sold (including transportation charges);
- cost of other supplies consumed (including transportation charges);
- cost of services purchased from outsiders (not employees) that do not continue under contract;
- power, heat and refrigeration expenses that do not continue under contract if endorsement form 80-02-1337 is attached; and
- all ordinary payroll expense or the amount of payroll expense excluded if endorsement form 80-02-1341 is attached.

The Period Of Restoration and Valuable Papers definitions contained in the Property/Business Income Conditions And Definitions form are deleted and replaced with the following:

Amended Definitions

Period Of Restoration

Period of restoration means the period of time that, for **business income**, begins:

- A. immediately after the time of direct physical loss or damage by a **covered peril to property**;
or
- B. on the date **operations** would have begun if the direct physical loss or damage had not occurred, when loss or damage to any of the following delays the start of **operations**:
 1. new **buildings** whether complete or under construction;
 2. alterations or additions to existing **buildings**; or
 3. **personal property** consisting of materials, machinery, equipment, supplies and temporary structures used in the construction of, or for making additions to, alterations or repairs to the structure.

Period of restoration means the period of time that, for **extra expense**, begins immediately after the time of direct physical loss or damage by a **covered peril to property**.

Period of restoration will continue until your **operations** are restored, with reasonable speed, to the level which would generate the **business income** amount that would have existed if no direct physical loss or damage occurred, including the time required to:

- A. repair or replace the **property**; or
- B. repair or replace the **property** to comply with the minimum standards of any enforceable ordinance or law that;
 1. regulates the repair or replacement of any **property**;
 2. requires the tearing down of parts of any **property** not damaged by a **covered peril**; and
 3. is in force prior to the date of the direct physical loss or damage,

not to exceed the applicable number of days shown as Extended Period in the Declarations, beginning on the date that the lost or damaged **property** is actually repaired or replaced and your **operations** are restored.

This paragraph B. immediately above does not apply to **towers or antennas**.

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

If loss or damage occurs at a:

- **dependent business premises**; or
- utility,

for the purpose of determining **period of restoration** following such loss or damage, **property** includes:

- **personal property of a utility**; or
- **personal property of a dependent business premises**.

In determining the **business income** amount that would have existed if no direct physical loss or damage occurred, we will reduce such amount to the extent necessary to reflect unfavorable economic conditions attributable to the impact the **covered peril** had in the geographic area where the lost or damaged **property** is located.

Broadcasters Extension For Property/Business Income Insurance

Amended Definitions

Period Of Restoration (continued)

Period of restoration does not include any increased period required to comply with any ordinance or law:

- you were required to comply with before the direct physical loss or damage;
- involving any property outside the legal boundary of the premises shown in the Declarations;
- that regulates the repair or replacement of any property that was lost or damaged by an excluded peril. If direct physical loss or damage is caused by or results from both a **covered peril** and an excluded peril, the **period of restoration** only includes the length of time required to repair or replace the property lost or damaged by a **covered peril**; or
- that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or access the effects of **fungus** or **pollutants**, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.

Valuable Papers

Valuable papers means valuable:

- papers, documents, records, negatives, transparencies;
- tapes of all types;
- original plans, blueprints, specifications or designs; and
- original source material used to enter or program **electronic data**, but not the **electronic data** itself.

Valuable papers does not mean:

- **electronic data**;
- prepackaged software programs;
- **money**;
- **securities**; or
- **media library**.

The following definitions are added:

Additional Definitions

Interconnect Services

Interconnect services means telecommunication utility services:

- provided to you by others pursuant to a written contract; and
 - necessary for you to provide telecommunication utility services to your customers.
-

Additional Definitions

(continued)

Media Library

Media library means any negative, picture, film, audio recording or video recording that you would use in any of your **operations**.

Media library does not mean:

- items that are being filmed, recorded or processed; or
- **electronic data.**

Towers Or Antennas

Towers or antennas means:

- towers;
- antennas;
- earthstations; or
- microwave or satellite transmitting and receiving dishes; and

any appurtenant:

- fencing;
- lighting;
- guy wires, including their anchors;
- transmission and distribution lines; or
- foundations.

Towers or antennas does not mean:

- land, water or air, either inside or outside of a structure;
- paved or concrete surfaces;
- retaining walls;
- **outdoor trees, shrubs, plants or lawns;**
- **mobile equipment;**
- towers or antennas mounted on a vehicle;
- towers or antennas attached to a **building** at a premises for which a Limit Of Insurance for Building is shown in the Declarations; or
- any structure you do now own, occupy and are not legally or contractually required to insure.

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Under Amended Business Income Additional Coverage, and only with respect to any premises shown in the Declarations where a Limit Of Insurance for Loss Of Utilities – Overhead Communication, Transmission Or Distribution Equipment is shown, Loss Of Utilities is deleted and replaced with the following:

Amended Business Income Additional Coverage

Loss Of Utilities

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**, during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Loss Of Utilities shown under Business Income in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to:

- **building**;
- **personal property of a utility** located either inside or outside of a **building**; or

**Amended Business
Income Additional
Coverage**

*Loss Of Utilities
(continued)*

- **service property,**
including **overhead communication, transmission or distribution equipment,** necessary to supply your premises with:
 - water supply;
 - power supply;
 - natural gas supply;
 - sewage treatment; or
 - communication,
services.

We will pay such loss provided that the disruption of services:

- is not due to your failure to comply with the terms and conditions of any contract; and
- has been reported to the service provider.

We will not pay for the actual **business income** loss you incur until the:

- applicable waiting period shown in the Declarations for Business Income expires;
- applicable waiting period shown in the Declarations for Loss Of Utilities expires; or
- first 24 normal business hours following the direct physical loss or damage expires,
whichever is the longer.

This Amended Business Income Additional Coverage does not apply:

- A. to **business income** loss or **extra expense** payable under the:
 1. Loss Of Interconnect Services Business Income Additional Coverage; or
 2. Loss Of On-Line Access Services Business Income Additional Coverage; and
- B. if the direct physical loss or damage is caused by or results from earthquake or **flood**.

Limits Of Insurance

Under Limits Of Insurance and only with respect to the premises shown in the Declarations for which a Limit Of Insurance for Loss Of Utilities is shown, the following is added:

Subject to the applicable Limits Of Insurance for Loss Of Utilities, the most we will pay in any **occurrence** for the actual **business income** loss or **extra expense** you incur due to the actual or potential impairment of your **operations** during the **period of restoration** due to direct physical loss or damage by a **covered peril to overhead communication, transmission or distribution equipment,** is the applicable Limit Of Insurance for Loss Of Utilities – Overhead Communication, Transmission Or Distribution Equipment shown in the Declarations.

Property Insurance

Endorsement

Effective Date

Policy Number

Limits Of Insurance *(continued)*

Any payment we make for Loss Of Utilities – Overhead Communication, Transmission Or Distribution Equipment will reduce the applicable Limit Of Insurance for Loss Of Utilities shown in the Declarations by the amount of such payment.

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

Endorsement

Effective Date

Policy Number

Under Additional Exclusions and only with respect to the premises or coverages shown in the Schedule above, the Earthquake exclusion is deleted from the forms shown above.

Additional Exclusions

Earthquake

- A. Except as provided in paragraphs E. and F. below, this endorsement applies to the:
1. Premises Coverages;
 2. Additional Coverages; and
 3. Debris Removal Coverage,
- applicable to the premises shown in the Schedule above, only if a Limit Of Insurance for such coverage is shown in the Declarations at such premises shown in the Schedule above.
- B. Except as provided in paragraph E. below, this endorsement does not apply to:
1. the Additional Coverages for:
 - a. Any Other Location;
 - b. Exhibition, Fair Or Trade Show; or
 - c. Newly Acquired Premises; and
 2. any premises not shown in the Schedule above.
- C. If any form shown above does not contain an exclusion for Earthquake, the terms and conditions of this endorsement apply to such forms to the extent such forms apply at a premises shown in the Schedule above.
- D. If the Electronic Data Processing Property form is shown above, the terms and conditions of this endorsement apply to such form to the extent such form applies at a premises shown in the Schedule above.
- E. If Cable Strand, Fiber Optic Cable, Taps And Drops is shown in the Schedule above, the Earthquake exclusion is deleted for such coverage, regardless of whether a premises is shown in the Schedule above.
- F. The Earthquake exclusion and any **earthquake** limitations are not deleted and remain in effect for:
1. Civil Authority;
 2. Dependent Business Premises;
 3. Fungus Clean-up Or Removal;
 4. Ingress And Egress;
 5. Loss Of Interconnect Services;

Additional Exclusions

Earthquake (continued)

6. Loss Of On-Line Access Services;
7. Loss Of Utilities; and
8. Pollutant Clean-up And Removal,

unless these Premises Coverages or Additional Coverages are shown in the Schedule above.

These Premises Coverages and Additional Coverages apply only at those premises where such Premises Coverages and Additional Coverages are shown in the Schedule above and do not apply to any premises to which the Any Other Location, Newly Acquired Property and Exhibition, Fair Or Trade Show Additional Coverages apply.

Under Limits Of Insurance, and only with respect to the premises or coverages shown in the Schedule above and the forms shown above, the following is added:

Limits Of Insurance

Earthquake

A. Per Occurrence Limit Of Insurance

Subject to the:

1. Policy Annual Aggregate Limit Of Insurance described in paragraph C. below and shown in the Schedule above;
2. Applicable Premises Annual Aggregate Limit Of Insurance described in paragraph B. below and shown under Premises Limits or Coverage Limits in the Schedule above; and
3. Applicable Property Damage Dollar Deductible, Property Damage Percentage Deductible or Waiting Period shown under Premises Limits or Coverage Limits in the Schedule above,

the most we will pay at all premises or for the applicable coverage, to which such limit applies, in any **occurrence**, for direct physical loss or damage to property and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, is the lesser of the applicable:

4. Limits Of Insurance shown in the Declarations; or
5. Per Occurrence Limit Of Insurance shown in the Schedule above,

regardless of any other cause or event that directly or indirectly:

6. contributes concurrently to; or
7. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Property Insurance

Endorsement

Effective Date

Policy Number

Limits Of Insurance

Earthquake
(continued)

B. Premises Annual Aggregate Limit Of Insurance

Subject to the Policy Annual Aggregate Limit Of Insurance, the applicable Premises Annual Aggregate Limit Of Insurance shown in the Schedule above is the most we will pay at all premises to which such limit applies, during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to; or
2. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

C. Policy Annual Aggregate Limit Of Insurance

The Policy Annual Aggregate Limit Of Insurance in the Schedule above is the most we will pay at all premises and for all coverages shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to; or
2. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

For the peril of **earthquake**, the deductible provision is deleted:

- only with respect to the forms shown above; and
- for the premises or coverages shown in the Schedule above,

and is replaced with the following:

Deductible

- A. Under Deductible, and for the premises or coverages shown in the Schedule above:
1. the percentage deductible shown for the applicable premises or coverages will apply; or
 2. if no percentage deductible is shown, then the Property Damage Dollar Deductible amount shown for the applicable premises or coverages will apply.
- B. In no event will the deductible amount determined above be less than the applicable Property Damage Minimum Dollar Deductible amount shown in the Schedule above.
- C. The most we will pay, in any **occurrence** for direct physical loss or damage to property caused by or resulting from **earthquake**:
1. after application of Coinsurance, if applicable;
 2. in excess of the applicable Property Damage Percentage Deductible or Property Damage Dollar Deductible shown in the Schedule above; and
 3. for all the applicable property coverages provided in the forms shown above, if such loss or damage is caused by or results from **earthquake**, is the lesser of the applicable Limits Of Insurance shown in the Declarations or shown in the Schedule above, regardless of any other cause or event that directly or indirectly:
 4. contributes concurrently to; or
 5. contributes in any sequence to,the loss or damage, even if such other cause or event would otherwise be covered.
- D. Except for Cable Strand, Fiber Optic Cable, Taps And Drops, the applicable deductible shown in the Schedule above applies separately at each premises for each **occurrence**.
- E. If a deductible applicable to Cable Strand, Fiber Optic Cable, Taps And Drops is shown in the Schedule above, such deductible applies separately for each **occurrence**.
- F. Property Damage Percentage Deductible:

As used in this endorsement, the terms “specific insurance” and “blanket insurance” have the following meanings:

1. Specific Insurance covers each type of coverage under separate specific Limits Of Insurance at one premises (for example: each **building** or **personal property** in a **building**).
2. Blanket and Loss Limit insurance covers:
 - a. two or more types of coverage at one or more premises under a single Limit Of Insurance (for example: **building** and **personal property** in that **building** or **buildings** and **personal property** at two or more premises); or
 - b. one type of coverage at two or more premises under a single Limit Of Insurance (for example, **personal property** at two or more premises).

Property Insurance

Endorsement

Effective Date

Policy Number

Deductible (continued)

G. Types of coverages and corresponding Limits Of Insurance are the lesser of the Limits Of Insurance shown in the Declarations or in the Schedule above.

1. Specific Insurance:

In determining the amount, if any, that we will pay for loss or damage for each specific type of coverage that sustained direct physical loss or damage, we will separately for each type of coverage:

- a. apply the applicable deductible percentage shown in the Schedule above, to the applicable Limit Of Insurance shown in the Declarations; or
- b. if the applicable premises shown in the Schedule above shows Apply Percentage To Statement Of Values, we will multiply the deductible percentage shown in the Schedule above for that premises, by the 100% values you most recently furnished to us for the type of covered property that sustained direct physical loss or damage.

We will pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limit Of Insurance for each insured type of coverage.

2. Blanket Insurance and Loss Limit Of Insurance:

In determining the amount, if any, that we will pay for loss or damage for each premises shown in the Schedule above, we will separately at each premises that sustained loss or damage:

- a. apply the applicable percentage shown in the Schedule above to the sum of:
 - (1) the 100% values you most recently furnished to us for the types of covered property that sustained direct physical loss or damage; and
 - (2) the 100% values you most recently furnished to us for the same types of covered property that did not sustain direct physical loss or damage, but are located at the same premises that sustained loss or damage, to determine the applicable deductible; and
- b. pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limits Of Insurance for such covered property.

If a loss involves both specific insurance and blanket insurance, the deductible amount will be determined and apply separately for blanket insurance and separately for specific insurance, subject to their applicable respective Limits Of Insurance.

H. Property Damage Dollar Deductible:

The applicable Limits Of Insurance for the property coverages:

1. do not apply until the amount of loss or damage exceeds the applicable deductible amount shown above; and
 2. apply in excess of the applicable deductible amount.
-

For the peril of **earthquake**, the Waiting Period provision is deleted:

- only with respect to the forms shown above;
- for the premises shown in the Schedule above;
- for any premises shown in the Declarations; and
- for any premises not shown in the Schedule above and not shown in the Declarations,

and is replaced by the following:

Waiting Period

Following covered direct physical loss or damage to **property** at the premises shown above and at any premises not shown in the Schedule above and not shown in the Declarations, we will pay the amount of **business income** or **rental income** loss that is incurred after the applicable Waiting Period shown in the Schedule above, not to exceed the applicable Limits Of Insurance.

The applicable Waiting Period shown in the Schedule above:

- applies separately for each **occurrence** at each premises and to each type of coverage that sustained direct physical loss or damage;
- begins immediately following the direct physical loss or damage to **property** by a **covered peril**;
- only applies at premises that suffers a **business income** or **rental income** loss; and
- does not apply to **extra expense**.

If no waiting period is shown in the Schedule above, the waiting period will be the:

- applicable waiting period shown in the Declarations or as otherwise shown; or
- first 24 normal business hours following the direct physical loss or damage,

whichever is longer.

Hours shown for the waiting period are normal business hours.

Under Definitions, and only with respect to the forms shown above, the following definition is added:

Definitions

Earthquake

Earthquake means earthquake, including any resulting tsunami.

Earthquake does not include a **specified peril** that ensues from earthquake.

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

Endorsement

Effective Date

Policy Number

Under Additional Exclusions and only with respect to the premises or coverages shown in the Schedule above, the Earthquake exclusion is deleted from the forms shown above.

Additional Exclusions

Earthquake

- A. Except as provided in paragraphs E. and F. below, this endorsement applies to the:
1. Premises Coverages;
 2. Additional Coverages; and
 3. Debris Removal Coverage,
- applicable to the premises shown in the Schedule above, only if a Limit Of Insurance for such coverage is shown in the Declarations at such premises.
- B. Except as provided in paragraph E. below, this endorsement does not apply to:
1. the Additional Coverages for:
 - a. Any Other Location;
 - b. Exhibition, Fair Or Trade Show; or
 - c. Newly Acquired Premises; and
 2. any premises not shown in the Schedule above.
- C. If any form shown above does not contain an exclusion for Earthquake, the terms and conditions of this endorsement apply to such forms to the extent such forms apply at a premises shown in the Schedule above.
- D. If the Electronic Data Processing Property form is shown above, the terms and conditions of this endorsement apply to such form to the extent such form applies at a premises shown in the Schedule above.
- E. If Cable Strand, Fiber Optic Cable, Taps And Drops is shown in the Schedule above, the Earthquake exclusion is deleted for such coverage, regardless of whether a premises is shown in the Schedule above.
- F. The Earthquake exclusion and any **earthquake** limitations are not deleted and remain in effect for:
1. Civil Authority;
 2. Dependent Business Premises;
 3. Fungus Clean-up Or Removal;
 4. Ingress And Egress;

Additional Exclusions

*Earthquake
(continued)*

5. Loss Of Interconnect Services;
6. Loss Of On-Line Access Services;
7. Loss Of Utilities; and
8. Pollutant Clean-up And Removal,

unless these Premises Coverages or Additional Coverages are shown in the Schedule above.

These Premises Coverages and Additional Coverages apply only at those premises where such Premises Coverages and Additional Coverages are shown in the Schedule above and do not apply to any premises to which the Any Other Location, Newly Acquired Property and Exhibition, Fair Or Trade Show Additional Coverages apply.

Under Limits Of Insurance, and only with respect to the premises or coverages shown in the Schedule above and the forms shown above, the following is added:

Limits Of Insurance

*Earthquake/Earthquake
Sprinkler Leakage*

A. Per Occurrence Limit Of Insurance

Subject to the:

1. Policy Annual Aggregate Limit Of Insurance described in paragraph C. below and shown in the Schedule above;
2. Applicable Premises Annual Aggregate Limit Of Insurance described in paragraph B. below and shown under Premises Limits or Coverage Limits in the Schedule above; and
3. Applicable Property Damage Dollar Deductible, Property Damage Percentage Deductible or Waiting Period shown under Premises Limits or Coverage Limits in the Schedule above,

the most we will pay at all premises or for the applicable coverage, to which such limit applies, in any **occurrence**, for direct physical loss or damage to property and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, is the lesser of the applicable:

4. Limits Of Insurance shown in the Declarations; or
 5. Per Occurrence Limit Of Insurance shown in the Schedule above,
- regardless of any other cause or event that directly or indirectly:
6. contributes concurrently to; or
 7. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Property Insurance

Endorsement

Effective Date

Policy Number

Limits Of Insurance

Earthquake/Earthquake
Sprinkler Leakage
(continued)

B. Premises Annual Aggregate Limit Of Insurance

Subject to the Policy Annual Aggregate Limit Of Insurance, the applicable Premises Annual Aggregate Limit Of Insurance shown in the Schedule above is the most we will pay at all premises to which such limit applies, during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to; or
2. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

C. Policy Annual Aggregate Limit Of Insurance

The Policy Annual Aggregate Limit Of Insurance shown in the Schedule above is the most we will pay at all premises and for all coverages shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to; or
2. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

For the peril of **earthquake**, the deductible provision is deleted:

- only with respect to the forms shown above; and
- for the premises or coverages shown in the Schedule above,

and is replaced with the following:

Deductible

- A. Under Deductible, and for the premises or coverages shown in the Schedule above:
1. the percentage deductible shown for the applicable premises or coverages will apply; or
 2. if no percentage deductible is shown, then the Property Damage Dollar Deductible amount shown for the applicable premises or coverages will apply.
- B. In no event will the deductible amount determined above be less than the applicable Property Damage Minimum Dollar Deductible amount shown in the Schedule above.
- C. The most we will pay, in any **occurrence** for direct physical loss or damage to property caused by or resulting from **earthquake**:
1. after application of Coinsurance, if applicable;
 2. in excess of the applicable Property Damage Percentage Deductible or Property Damage Dollar Deductible shown in the Schedule above; and
 3. for all the applicable property coverages provided in the forms shown above,
- if such loss or damage is caused by or results from **earthquake**, is the lesser of the applicable Limits Of Insurance shown in the Declarations or shown in the Schedule above, regardless of any other cause or event that directly or indirectly:
4. contributes concurrently to; or
 5. contributes in any sequence to,
- the loss or damage, even if such other cause or event would otherwise be covered.
- D. Except for Cable Strand, Fiber Optic Cable, Taps And Drops, the applicable deductible shown in the Schedule above applies separately at each premises for each **occurrence**.
- E. If a deductible applicable to Cable Strand, Fiber Optic Cable, Taps And Drops is shown in the Schedule above, such deductible applies separately for each **occurrence**.
- F. Property Damage Percentage Deductible:

As used in this endorsement, the terms “specific insurance” and “blanket insurance” have the following meanings:

1. Specific Insurance covers each type of coverage under separate specific Limits Of Insurance at one premises (for example: each **building** or **personal property** in a **building**).
2. Blanket and Loss Limit insurance covers:
 - a. two or more types of coverage at one or more premises under a single Limit Of Insurance (for example: **building** and **personal property** in that **building** or **buildings** and **personal property** at two or more premises); or
 - b. one type of coverage at two or more premises under a single Limit Of Insurance (for example, **personal property** at two or more premises).

Property Insurance

Endorsement

Effective Date

Policy Number

Deductible (continued)

G. Types of coverages and corresponding Limits Of Insurance are the lesser of the Limits Of Insurance shown in the Declarations or in the Schedule above.

1. Specific Insurance:

In determining the amount, if any, that we will pay for loss or damage for each specific type of coverage that sustained direct physical loss or damage, we will separately for each type of coverage:

- a. apply the applicable deductible percentage shown in the Schedule above, to the applicable Limit Of Insurance shown in the Declarations; or
- b. if the applicable premises shown in the Schedule above shows Apply Percentage To Statement Of Values, we will multiply the deductible percentage shown in the Schedule above for that premises, by the 100% values you most recently furnished to us for the type of covered property that sustained direct physical loss or damage.

We will pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limit Of Insurance for each insured type of coverage.

2. Blanket Insurance and Loss Limit Of Insurance:

In determining the amount, if any, that we will pay for loss or damage for each premises shown in the Schedule above, we will separately at each premises that sustained loss or damage:

- a. apply the applicable percentage shown in the Schedule above to the sum of:
 - (1) the 100% values you most recently furnished to us for the types of covered property that sustained direct physical loss or damage; and
 - (2) the 100% values you most recently furnished to us for the same types of covered property that did not sustain direct physical loss or damage, but are located at the same premises that sustained loss or damage, to determine the applicable deductible; and
- b. pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limits Of Insurance for such covered property.

If a loss involves both specific insurance and blanket insurance, the deductible amount will be determined and apply separately for blanket insurance and separately for specific insurance, subject to their applicable respective Limits Of Insurance.

H. Property Damage Dollar Deductible:

The applicable Limits Of Insurance for the property coverages:

1. do not apply until the amount of loss or damage exceeds the applicable deductible amount shown above; and
2. apply in excess of the applicable deductible amount.

For the peril of **earthquake**, the Waiting Period provision is deleted:

- only with respect to the forms shown above;
- for the premises shown in the Schedule above;
- for any premises shown in the Declarations; and
- for any premises not shown in the Schedule above and not shown in the Declarations,

and is replaced with the following:

Waiting Period

Following covered direct physical loss or damage to **property** at the premises shown above and at any premises not shown in the Schedule above and not shown in the Declarations, we will pay the amount of **business income** and **rental income** loss that is incurred after the applicable Waiting Period shown in the Schedule above, not to exceed the applicable Limits Of Insurance.

The applicable Waiting Period shown in the Schedule above:

- applies separately for each **occurrence** at each premises and to each type of coverage that sustained direct physical loss or damage;
- begins immediately following the direct physical loss or damage to **property** by a **covered peril**;
- only applies at premises that suffers a **business income** or **rental income** loss; and
- does not apply to **extra expense**.

If no waiting period is shown in the Schedule above, the waiting period will be the:

- applicable waiting period shown in the Declarations or as otherwise shown; or
- first 24 normal business hours following the direct physical loss or damage,

whichever is longer.

Hours shown for the waiting period are normal business hours.

Under Definitions, and only with respect to the forms shown above, the following definitions are added:

Definitions

Earthquake

Earthquake means earthquake, including any resulting:

- **leakage from fire protection equipment** if such leakage directly or indirectly results from earthquake; and
- tsunami.

Earthquake does not include a **specified peril** that ensues from earthquake.

Earthquake Sprinkler Leakage

Earthquake sprinkler leakage means **leakage from fire protection equipment** caused by or resulting from earthquake.

Fire Protection Equipment

Fire protection equipment means tanks, water mains, hydrants or valves and any other equipment or its component parts, whether used solely for fire protection or jointly for fire protection and for other purposes.

Property Insurance

Endorsement

Effective Date

Policy Number

Definitions

(continued)

Leakage From Fire Protection Equipment

Leakage from fire protection equipment means:

- water or other substance discharged from within any part of the **fire protection equipment** for the premises or for adjoining premises; or
- collapse of tanks forming a part of the **fire protection equipment**, including the component parts or supports of those tanks.

Under Definitions, and only with respect to the forms shown above that:

- contain a definition of **specified peril**, such definition is deleted and replaced with the following; or
- do not contain a definition of **specified peril**, the following definition is added:

Definitions

Specified Peril

Specified peril means:

- aircraft or self-propelled missiles;
- explosion;
- fire or lightning;
- **leakage from fire protection equipment;**
- mine subsidence;
- riot or civil commotion;
- **sinkhole collapse;**
- smoke;
- vandalism;
- vehicles;
- volcanic action; or

Definitions

Specified Peril
(continued)

- windstorm or hail.

Specified peril does not mean **earthquake sprinkler leakage**.

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

Endorsement

Effective Date

Policy Number

Under Additional Exclusions, and only with respect to the premises or coverages shown in the Schedule above, the Flood exclusion is deleted from the forms shown above.

Additional Exclusions

Flood

- A. Except as provided in paragraphs E. and F. below, this endorsement applies to the:
1. Premises Coverages;
 2. Additional Coverages; and
 3. Debris Removal Coverage,
- applicable to the premises shown in the Schedule above, only if a Limit Of Insurance for such coverage is shown in the Declarations at such premises shown in the Schedule above.
- B. Except as provided in paragraph E. below, this endorsement does not apply to:
1. the Additional Coverages for:
 - a. Any Other Location;
 - b. Exhibition, Fair Or Trade Show; or
 - c. Newly Acquired Premises; and
 2. any premises not shown in the Schedule above.
- C. If any form shown above does not contain an exclusion for Flood, the terms and conditions of this endorsement apply to such forms to the extent such forms apply at a premises shown in the Schedule above.
- D. If the Electronic Data Processing Property form is shown above, the terms and conditions of this endorsement apply to such form to the extent such form applies at a premises shown in the Schedule above.
- E. If Cable Strand, Fiber Optic Cable, Taps And Drops is shown in the Schedule above, the Flood exclusion is deleted for such coverage, regardless of whether a premises is shown in the Schedule above.
- F. The Flood exclusion and any **flood** limitations are not deleted and remain in effect for:
1. Civil Authority;
 2. Dependent Business Premises;
 3. Fungus Clean-up Or Removal;
 4. Ingress And Egress;

Additional Exclusions

Flood
(continued)

5. Loss Of Interconnect Services;
6. Loss Of On-Line Access Services;
7. Loss Of Utilities; and
8. Pollutant Clean-up And Removal,

unless these Premises Coverages or Additional Coverages are shown in the Schedule above.

These Premises Coverages and Additional Coverages apply only at those premises where such Premises Coverages and Additional Coverages are shown in the Schedule above and do not apply to any premises to which the Any Other Location, Newly Acquired Property and Exhibition, Fair Or Trade Show Additional Coverages apply.

Under Limits Of Insurance, and only with respect to the premises or coverages shown in the Schedule above and the forms shown above, the following is added:

Limits Of Insurance

Flood

A. Per Occurrence Limit Of Insurance

Subject to the:

1. Policy Annual Aggregate Limit Of Insurance described in paragraph C. below and shown in the Schedule above;
2. Applicable Premises Annual Aggregate Limit Of Insurance described in paragraph B. below and shown under Premises Limits or Coverage Limits in the Schedule above; and
3. Applicable Property Damage Dollar Deductible, Property Damage Percentage Deductible or Waiting Period shown under Premises Limits or Coverage Limits in the Schedule above,

the most we will pay at all premises and for the applicable coverage, to which such limit applies, in any **occurrence**, for direct physical loss or damage to property and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood**, is the lesser of the applicable:

4. Limits Of Insurance shown in the Declarations; or
5. Per Occurrence Limit Of Insurance shown in the Schedule above, regardless of any other cause or event that directly or indirectly:
6. contributes concurrently to; or
7. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Property Insurance

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Limits Of Insurance

Flood
(continued)

B. Premises Annual Aggregate Limit Of Insurance

Subject to the Policy Annual Aggregate Limit Of Insurance, the applicable Premises Annual Aggregate Limit Of Insurance shown in the Schedule above is the most we will pay at all premises to which such limit applies, during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood**, regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to; or
2. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

C. Policy Annual Aggregate Limit Of Insurance

The Policy Annual Aggregate Limit Of Insurance in the Schedule above is the most we will pay at all premises and for all coverages shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood**, regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to; or
2. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

For the peril of **flood**, the deductible provision is deleted:

- only with respect to the forms shown above; and
- for the premises or coverages shown in the Schedule above,

and is replaced with the following:

Deductible

- A. Under Deductible, and for the premises or coverages shown in the Schedule above:
1. the percentage deductible shown for the applicable premises or coverages will apply; or
 2. if no percentage deductible is shown, then the Property Damage Dollar Deductible amount shown for the applicable premises or coverages will apply.
- B. In no event will the deductible amount determined above be less than the Property Damage Minimum Dollar Deductible amount shown in the Schedule above.
- C. The most we will pay, in any **occurrence** for direct physical loss or damage to property:
1. after application of Coinsurance, if applicable;
 2. in excess of the applicable Property Damage Percentage Deductible or Property Damage Dollar Deductible shown in the Schedule above; and
 3. for all the applicable property coverages provided in the forms shown above, if such loss or damage is caused by or results from **flood**, is the lesser of the applicable Limits Of Insurance shown in the Declarations or shown in the Schedule above, regardless of any other cause or event that directly or indirectly:
 4. contributes concurrently to; or
 5. contributes in any sequence to,the loss or damage, even if such other cause or event would otherwise be covered.
- D. The applicable deductible shown in the Schedule above applies separately for each **occurrence**.
- E. Property Damage Percentage Deductible:

As used in this endorsement, the terms “specific insurance” and “blanket insurance” have the following meanings:

1. Specific Insurance covers each type of coverage under separate specific Limits Of Insurance at one premises (for example: each **building** or **personal property** in a **building**).
2. Blanket and Loss Limit insurance covers:
 - a. two or more types of coverage at one or more premises under a single Limit Of Insurance (for example: **building** and **personal property** in that **building** or **buildings** and **personal property** at two or more premises); or
 - b. one type of coverage at two or more premises under a single Limit Of Insurance (for example, **personal property** at two or more premises).

Property Insurance

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Policy Number

Deductible (continued)

F. Types of coverages and corresponding Limits Of Insurance are the lesser of the Limits Of Insurance shown in the Declarations or in the Schedule above.

1. Specific Insurance:

In determining the amount, if any, that we will pay for loss or damage for each specific type of coverage that sustained direct physical loss or damage, we will separately for each type of coverage:

- a. apply the applicable deductible percentage shown in the Schedule above, to the applicable Limit Of Insurance shown in the Declarations; or
- b. if the applicable premises shown in the Schedule above shows Apply Percentage To Statement Of Values, we will multiply the deductible percentage shown in the Schedule above for that premises, by the 100% values you most recently furnished to us for the type of covered property that sustained direct physical loss or damage.

We will pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limit Of Insurance for each insured type of coverage.

2. Blanket Insurance and Loss Limit Of Insurance:

In determining the amount, if any, that we will pay for loss or damage for each premises shown in the Schedule above, we will separately at each premises that sustained loss or damage:

- a. apply the applicable percentage shown in the Schedule above to the sum of:
 - (1) the 100% values you most recently furnished to us for the types of covered property that sustained direct physical loss or damage; and
 - (2) the 100% values you most recently furnished to us for the same types of covered property that did not sustain direct physical loss or damage, but are located at the same premises that sustained loss or damage, to determine the applicable deductible; and
- b. pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limits Of Insurance for such covered property.

If a loss involves both specific insurance and blanket insurance, the deductible amount will be determined and apply separately for blanket insurance and separately for specific insurance, subject to their applicable respective Limits Of Insurance.

Deductible
(continued)

- G. Property Damage Dollar Deductible:
1. The applicable Limits Of Insurance for the property coverages:
 - a. do not apply until the amount of loss or damage exceeds the applicable deductible amount shown above; and
 - b. apply in excess of the applicable deductible amount.
 2. If two or more Property Damage Dollar Deductibles apply to the same **occurrence**, only the largest single Property Damage Dollar Deductible will apply unless otherwise stated.
- H. Should you have **primary insurance** which insures against loss or damage caused by or resulting from **flood**, if the amount of loss payable under your **primary insurance**:
1. exceeds the **flood** deductible shown in the Schedule above, no deductible shall apply to **flood** under this policy; or
 2. is less than the **flood** deductible shown in the Schedule above,
- we will pay the amount of loss or damage (after deduction for **primary insurance**) in excess of the difference between:
3. the **flood** deductible shown in the Schedule above; and
 4. the amount of loss payable under your **primary insurance**.

For the peril of **flood**, the Waiting Period provision is deleted:

- only with respect to the forms shown above;
- for the premises shown in the Schedule above;
- for any premises shown in the Declarations; and
- for any premises not shown in the Schedule above and not shown in the Declarations,

and is replaced by the following:

Waiting Period

Following covered direct physical loss or damage to **property** at the premises shown above and at any premises not shown in the Schedule above and not shown in the Declarations, we will pay the amount of **business income** or **rental income** loss that is incurred after the applicable Waiting Period shown in the Schedule above, not to exceed the applicable Limits Of Insurance.

The applicable Waiting Period shown in the Schedule above:

- applies separately for each **occurrence** and to each type of coverage that sustained direct physical loss or damage;
- begins immediately following the direct physical loss or damage to **property** by a **covered peril**;
- only applies at premises that suffers a **business income** or **rental income** loss; and
- does not apply to **extra expense**.

If no waiting period is shown in the Schedule above, the waiting period will be the:

- applicable waiting period shown in the Declarations or as otherwise shown; or
- first 24 normal business hours following the direct physical loss or damage,

whichever is longer.

Hours shown for the waiting period are normal business hours.

Property Insurance

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Policy Number

Loss Payment Basis

Under Loss Payment Basis, the following is added:

In the event of loss or damage covered by this insurance and **primary insurance**, our valuation will include any difference in loss payment due to a difference in methods of valuation under this insurance and the **primary insurance**.

Definitions

Under Definitions, the definition of Flood is deleted and replaced with the following:

Flood

Flood means:

- waves, tidal water or tidal waves; or
- rising or overflowing or breaking of any boundary,

of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse, whether driven by wind or not.

Flood does not include:

- a **specified peril** that ensues from flood; or
- tsunami resulting from earthquake.

Flood includes **inundation, back-up and mudflow** only when, Flood Includes Inundation, Back-Up And Mudflow is shown under premises or the applicable coverage in the Schedule above.

Definitions

Under Definitions, the following definitions are added:

Inundation, Back-Up And Mudflow

Inundation, back-up and mudflow means:

- A. surface water;
- B. mudslide or mudflow;
- C. water that backs up or overflows from a sewer, drain or sump; or
- D. water under the ground surface pressing on, or flowing or seeping through:
 - 1. foundations, walls, or paved surfaces;
 - 2. basements, whether paved or not; or
 - 3. doors, windows or other openings.

Inundation, back-up and mudflow does not mean ensuing loss or damage caused by or resulting from a **specified peril**.

Definitions

(continued)

Primary Insurance

Primary insurance means insurance covering all or any part of the deductible amount stated in the Schedule above and includes insurance provided under the National Flood Insurance Program.

Primary insurance also means any other valid and collectible insurance covering any amount in excess of the deductible amount stated in the Schedule above, but does not mean any insurance provided by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

Endorsement

Effective Date

Policy Number

Deductible

For the peril of **windstorm**, the Deductible provision is deleted only with respect to the:

- forms shown above; and
- Cable Strand, Fiber Optic Cable, Taps And Drops Additional Coverage,

and is replaced by the following:

A. The most we will pay, in any **occurrence**, for direct physical loss or damage to cable strand, fiber optic cable, taps and drops away from premises shown in the Declarations caused by or resulting from **windstorm**:

1. after application of Coinsurance, if applicable; and
2. in excess of the applicable Property Damage Percentage Deductible or Property Damage Dollar Deductible shown in the Schedule above,

is the lesser of the applicable Limits Of Insurance shown in the Declarations or as otherwise shown.

B. The applicable deductible shown in the Schedule above applies separately for each **occurrence**.

C. In no event will the deductible amount determined above be less than the applicable Property Damage Minimum Dollar Deductible amount shown in the Schedule above.

D. Property Damage Percentage Deductible:

In determining the amount, if any, that we will pay for loss or damage, we will:

1. apply the percentage shown above to the sum of the 100% value(s) you most recently furnished to us for all cable strand, fiber optic cable, taps and drops located away from premises shown in the Declarations that sustained direct physical loss or damage, to determine the deductible; and
2. pay the loss in excess of such deductible determined, subject to the applicable Limit Of Insurance for Cable Strand, Fiber Optic Cable, Taps And Drops shown in the Declarations.

E. Property Damage Dollar Deductible:

The applicable Limit Of Insurance for Cable Strand, Fiber Optic Cable, Taps And Drops Additional Coverage:

1. does not apply until the amount of loss or damage exceeds the applicable deductible amount shown above; and
 2. applies in excess of that deductible amount.
-

Under Definitions, the following is added:

Definitions

Windstorm

Windstorm means:

- wind;
- wind-driven rain;
- erosion of soil or other land caused by or resulting from wind or wind driven rain;
- hail; or
- collapse of a building or other structure caused by or resulting from wind,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Windstorm does not mean:

- frost;
- cold weather;
- snow; or
- sleet or ice (other than hail),

whether driven by wind or not.

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

Endorsement

Effective Date

Policy Number

Additional Exclusions

Under Additional Exclusions, the exclusions shown in the Schedule above are added as follows:

Except for In Transit; International Air Shipments; Any Other Location; Exhibition, Fair Or Trade Show; Salespersons Samples; Deferred Payments; Installation; Cable Strand, Fiber Optic Cable, Taps And Drops; Newly Acquired Property, Newly Acquired Cable Strand, Fiber Optic Cable, Taps And Drops; and Newly Acquired Towers Or Antennas, these exclusions:

- apply only at the premises and for the applicable coverages shown in the Schedule above; and
- are described in the Additional Exclusions section of this endorsement.

For In Transit; International Air Shipments; Any Other Location; Exhibition, Fair Or Trade Show; Salespersons Samples; Deferred Payments; Installation; Cable Strand, Fiber Optic Cable, Taps And Drops; Newly Acquired Property; Newly Acquired Cable Strand, Fiber Optic Cable, Taps And Drops; and Newly Acquired Towers Or Antennas, these exclusions:

- apply to the coverages shown in the Schedule above; and
- are described in the Additional Exclusions section of this endorsement.

Change In Flavor

This insurance does not apply to:

- loss or damage, which is change in flavor, taste, color, texture, finish, appearance, smell or scent; or
- loss or damage caused by or resulting from change in flavor, taste, color, texture, finish, appearance, smell or scent,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Change In Flavor exclusion does not apply:

- if the change in flavor, taste, color, texture, finish, appearance, smell or scent is caused by or results from a **specified peril**; or
- to ensuing loss or damage caused by or resulting from a **specified peril**.

Change In Temperature

This insurance does not apply to loss or damage caused by or resulting from natural or artificial:

- dampness or dryness of atmosphere; or
- changes in or extremes of temperature,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or

Additional Exclusions

Change In Temperature (continued)

- contributes in any sequence to, the loss or damage, even if such other cause or event would otherwise be covered.

This Change In Temperature exclusion does not apply:

- if the loss or damage is caused by or results from a **specified peril**; or
- to ensuing loss or damage caused by or resulting from a **specified peril**.

Discharge Of Water

This insurance does not apply to loss or damage caused by or resulting from water that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems.

This Discharge Of Water exclusion does not apply to:

- water or other substance discharged from within any part of fire protection equipment; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

Inundation, Back-Up And Mudflow

This insurance does not apply to loss or damage caused by or resulting from:

- A. surface water;
- B. mudslide or mudflow;
- C. water that backs up or overflows from a sewer, drain or sump; or
- D. water under the ground surface pressing on, flowing or seeping through:
 1. foundations, walls, or paved surfaces;
 2. basements, whether paved or not; or
 3. doors, windows or other openings,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Inundation, Back-up And Mudflow exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Leakage From Fire Protection Equipment

This insurance does not apply to loss or damage caused by or resulting from:

- water or other substance discharged from within any part of the fire protection equipment for the premises or for adjoining premises;
- collapse of tanks forming a part of the fire protection equipment, including the component parts or supports of those tanks; or

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Additional Exclusions

Leakage From Fire Protection Equipment (continued)

- freezing of fire protection equipment.

This Leakage From Fire Protection Equipment exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include leakage from fire protection equipment.

Mine Subsidence

This insurance does not apply to loss or damage caused by or resulting from:

- lateral or vertical movement, including collapse, resulting from the collapse of man-made underground mines;
- breakage or collapse of underground water or sewage systems, whether or not in use;
- collapse of transit tunnels, whether or not in use; or
- the cost of filling land.

This Mine Subsidence exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include mine subsidence.

Sinkhole Collapse

This insurance does not apply to loss or damage caused by or resulting from:

- the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite;
- the cost of filling land; or
- the sinking or collapse of land into man-made cavities.

This Sinkhole Collapse exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include **sinkhole collapse**.

Additional Exclusions

(continued)

Spoilage

This insurance does not apply to:

- loss or damage, which is spoilage; or
- loss or damage caused by or resulting from spoilage, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Spoilage exclusion does not apply:

- if the spoilage is caused by or results from a **specified peril**; or
- to ensuing loss or damage caused by or resulting from a **specified peril**.

Theft

This insurance does not apply to loss or damage caused by or resulting from **theft**.

This Theft exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Vandalism

This insurance does not apply to loss or damage caused by or resulting from willful and malicious damage to or destruction of property.

This Vandalism exclusion does not apply to:

- loss or damage caused by or resulting from **theft**; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include vandalism.

Volcanic Action

This insurance does not apply to:

A. loss or damage caused by or resulting from:

1. airborne volcanic blast or shock waves;
2. ash, dust or particulate matter; or
3. lava flows; and

B. the costs to remove ash, dust or particulate matter from covered property that does not cause direct physical loss or damage to such covered property,

arising out of an eruption of a volcano.

This Volcanic Action exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include volcanic action.

Property Insurance

Endorsement

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Additional Exclusions

(continued)

Voluntary Parting

This insurance does not apply to loss or damage caused by or resulting from voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

This Voluntary Parting exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Weight Of Snow, Ice Or Sleet

This insurance does not apply to loss or damage caused by or resulting from the weight of snow, ice or sleet, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Weight of Snow, Ice Or Sleet exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Windstorm Or Hail

This insurance does not apply to loss or damage caused by or resulting from windstorm or hail.

This Windstorm Or Hail exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include windstorm or hail.

Under Definitions, the following definition is added:

Definitions

Theft

Theft means the unlawful taking and carrying away of covered property with intent to deprive the rightful owner of that covered property.

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Endorsement

Policy Period

Effective Date

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Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

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Under Limits Of Insurance, and only with respect to the forms shown above and the coverages and premises shown in the Schedule above, Limits Of Insurance are deleted and replaced with the following:

Limits Of Insurance

Subsidiary Limits Of Insurance

Except or otherwise stated below, the most we will pay in any **occurrence** for:

- direct physical loss or damage;
- **business income** or **rental income** loss; and
- **extra expense**,

at the premises and for the applicable Coverages shown in the Schedule above caused by or resulting from the applicable Designated Peril(s) shown in the Schedule above and defined in the Definitions section of this endorsement, is the applicable Subsidiary Limit Of Insurance shown in the Schedule above.

If In Transit; International Air Shipments; Any Other Location; Exhibition, Fair Or Trade Show; Salesperson's Samples; Deferred Payments; Installation; Cable Strand, Fiber Optic Cable, Taps And Drops; Newly Acquired Property; Newly Acquired Cable Strand, Fiber Optic Cable, Taps And Drops; and Newly Acquired Towers Or Antennas is shown in the Schedule above, the most we will pay in any **occurrence** for:

- direct physical loss or damage;
- **business income** or **rental income** loss; and
- **extra expense**,

for such coverages caused by or resulting from the applicable Designated Peril(s) shown in the Schedule above and defined in the Definitions section of this endorsement is the applicable Subsidiary Limit Of Insurance shown in the Schedule above for In Transit; International Air Shipments; Any Other Location; Exhibition, Fair Or Trade Show; Salesperson's Samples; Deferred Payments; Installation; Cable Strand, Fiber Optic Cable, Taps And Drops; Newly Acquired Property; Newly Acquired Cable Strand, Fiber Optic Cable, Taps And Drops; and Newly Acquired Towers Or Antennas.

Under Conditions, the following are added:

Conditions

Building And Personal Property Coinsurance

Coinurance on **building** or **personal property** does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

Conditions

(continued)

Business Income Or Rental Income Coinsurance

Coinsurance on **business income** or **rental income** does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

Under Definitions, the following definitions are added:

Definitions

Change In Flavor

Change in flavor means:

- loss or damage, which is change in flavor, taste, color, texture, finish, appearance, smell or scent; or
- loss or damage caused by or resulting from change in flavor, taste, color, texture, finish, appearance, smell or scent,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Change in flavor does not mean:

- change in flavor, taste, color, texture, finish, appearance, smell or scent caused by or resulting from a **specified peril**; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

Change In Temperature

Change in temperature means:

- dampness or dryness of atmosphere; or
- changes in or extremes of temperature,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Change in temperature does not mean:

- loss or damage caused by or resulting from a **specified peril**; or
 - ensuing loss or damage caused by or resulting from a **specified peril**.
-

Property Insurance

Endorsement

Effective Date

Policy Number

Definitions

(continued)

Discharge Of Water

Discharge of water means water that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems.

Discharge of water does not mean:

- water or other substance discharged from within any part of fire protection equipment; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

Inherent Vice/Latent Defect

Inherent vice/latent defect means:

- inherent vice; or
- hidden or latent defect.

Inherent vice/latent defect does not mean:

- loss or damage caused by or resulting from a **specific peril**; or
- ensuing loss or damage caused by or resulting from a **specified peril** or **water**.

Inundation, Back-Up And Mudflow

Inundation, back-up and mudflow means:

- A. surface water;
- B. mudslide or mudflow;
- C. water that backs up or overflows from a sewer, drain or sump; or
- D. water under the ground surface pressing on, flowing or seeping through:
 - 1. foundations, walls, or paved surfaces;
 - 2. basements, whether paved or not; or
 - 3. doors, windows or other openings,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Inundation, back-up and mudflow does not mean ensuing loss or damage caused by or resulting from a **specified peril**.

Definitions

(continued)

Leakage From Fire Protection Equipment

Leakage from fire protection equipment means:

- water or other substance discharged from within any part of the fire protection equipment for the premises or for adjoining premises;
- collapse of tanks forming a part of the fire protection equipment, including the component parts or supports of those tanks; or
- the cost of restoring the damaged portion of the fire protection equipment in the event loss or damage to the fire protection equipment is caused by or results from freezing.

Fire protection equipment means tanks, water mains, hydrants or valves and any other equipment or its component parts whether used solely for fire protection or jointly for fire protection and for other purposes.

Mine Subsidence

Mine subsidence means lateral or vertical movement, including collapse, caused by or resulting from the collapse of man-made underground mines.

Mine subsidence does not mean:

- breakage or collapse of underground water or sewage systems, whether or not in use;
- collapse of transit tunnels, whether or not in use; or
- the cost of filling land.

Sinkhole Collapse

Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

Sinkhole collapse does not mean:

- the cost of filling land; or
- the sinking or collapse of land into man-made cavities.

Spoilage

Spoilage means:

- loss or damage, which is spoilage; or
 - loss or damage caused by or resulting from spoilage,
- regardless of any other cause or event that directly or indirectly:
- contributes concurrently to; or
 - contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Spoilage does not mean:

- spoilage caused by or resulting from a **specified peril**; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

Property Insurance

Endorsement

Effective Date

Policy Number

Definitions

(continued)

Theft means the unlawful taking and carrying away of covered property with the intent to deprive the rightful owner of that covered property.

Vandalism means the willful and malicious damage to or destruction of covered property.

Vandalism does not mean **theft**.

Volcanic Action

Volcanic action means:

- airborne volcanic blast or shock waves;
- ash, dust or particulate matter; or
- lava flows,

arising out of the eruption of a volcano and the costs to remove ash, dust or particulate matter from covered property arising out of an eruption of a volcano only when such ash, dust or particulate matter causes direct physical loss or damage to such covered property.

Voluntary Parting

Voluntary parting means voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

Weight Of Snow, Ice Or Sleet

Weight of snow, ice or sleet means loss or damage caused by or resulting from the weight of snow, ice or sleet, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Definitions

(continued)

Windstorm Or Hail

Windstorm or hail means windstorm or hail.

Windstorm or hail does not mean:

- frost;
- cold weather;
- snow; or
- sleet or ice (other than hail),

whether driven by wind or not.

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

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Under Additional Exclusions, and only with respect to the premises or coverages shown in the Schedule above, the Flood exclusion is deleted from the forms shown above.

Additional Exclusions

Flood

- A. Except as provided in paragraphs E. and F. below, this endorsement applies to the:
1. Premises Coverages;
 2. Additional Coverages; and
 3. Debris Removal Coverage,
- applicable to the premises shown in the Schedule above, only if a Limit Of Insurance for such coverage is shown in the Declarations at such premises shown in the Schedule above.
- B. Except as provided in paragraph E. below, this endorsement does not apply to:
1. the Additional Coverages for:
 - a. Any Other Location;
 - b. Exhibition, Fair Or Trade Show; or
 - c. Newly Acquired Premises; and
 2. any premises not shown in the Schedule above.
- C. If any form shown above does not contain an exclusion for Flood, the terms and conditions of this endorsement apply to such forms to the extent such forms apply at a premises shown in the Schedule above.
- D. If the Electronic Data Processing Property form is shown above, the terms and conditions of this endorsement apply to such form to the extent such form applies at a premises shown in the Schedule above.
- E. If Cable Strand, Fiber Optic Cable, Taps And Drops is shown in the Schedule above, the Flood exclusion is deleted for such coverage, regardless of whether a premises is shown in the Schedule above.
- F. The Flood exclusion and any **flood** limitations are not deleted and remain in effect for:
1. Civil Authority;
 2. Dependent Business Premises;
 3. Fungus Clean-up Or Removal;
 4. Ingress And Egress;
 5. Loss Of Interconnect Services;
 6. Loss Of On-Line Access Services;

Additional Exclusions

Flood
(continued)

7. Loss Of Utilities; and
8. Pollutant Clean-up And Removal,

unless these Premises Coverages or Additional Coverages are shown in the Schedule above.

These Premises Coverages and Additional Coverages apply only at those premises where such Premises Coverages and Additional Coverages are shown in the Schedule above and do not apply to any premises to which the Any Other Location, Newly Acquired Property and Exhibition, Fair Or Trade Show Additional Coverages apply.

Under Limits Of Insurance, and only with respect to the premises or coverages shown in the Schedule above and the forms shown above, the following is added:

Limits Of Insurance

Flood

A. Per Occurrence Limit Of Insurance

Subject to the:

1. Policy Annual Aggregate Limit Of Insurance described in paragraph C. below and shown in the Schedule above;
2. Applicable Premises Annual Aggregate Limit Of Insurance described in paragraph B. below and shown under Premises Limits or Coverage Limits in the Schedule above; and
3. Applicable Property Damage Dollar Deductible, Property Damage Percentage Deductible or Waiting Period shown under Premises Limits or Coverage Limits in the Schedule above,

the most we will pay at all premises and for the applicable coverage, to which such limit applies, in any **occurrence**, for direct physical loss or damage to property and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood**, is the lesser of the applicable:

4. Limits Of Insurance shown in the Declarations; or
5. Per Occurrence Limit Of Insurance shown in the Schedule above,

regardless of any other cause or event that directly or indirectly:

6. contributes concurrently to; or
7. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

B. Premises Annual Aggregate Limit Of Insurance

Subject to the Policy Annual Aggregate Limit Of Insurance, the applicable Premises Annual Aggregate Limit Of Insurance shown in the Schedule above is the most we will pay at all premises to which such limit applies, during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood**, regardless of any other cause or event that directly or indirectly:

Property Insurance

Endorsement

Effective Date

Policy Number

Limits Of Insurance

Flood
(continued)

1. contributes concurrently to; or
 2. contributes in any sequence to,
the loss or damage, even if such other cause or event would otherwise be covered.
- C. Policy Annual Aggregate Limit Of Insurance
- The Policy Annual Aggregate Limit Of Insurance in the Schedule above is the most we will pay at all premises and for all coverages shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood**, regardless of any other cause or event that directly or indirectly:
1. contributes concurrently to; or
 2. contributes in any sequence to,
the loss or damage, even if such other cause or event would otherwise be covered.

For the peril of **flood**, the deductible provision is deleted:

- only with respect to the forms shown above; and
- for the premises or coverages shown in the Schedule above,

and is replaced with the following:

Deductible

- A. Under Deductible, and for the premises or coverages shown in the Schedule above:
1. the percentage deductible shown for the applicable premises or coverages will apply;
or
 2. if no percentage deductible is shown, then the Property Damage Dollar Deductible amount shown for the applicable premises or coverages will apply.
- B. In no event will the deductible amount determined above be less than the applicable Property Damage Minimum Dollar Deductible amount shown in the Schedule above.
- C. The most we will pay, in any **occurrence** for direct physical loss or damage to property:
1. after application of Coinsurance, if applicable;
 2. in excess of the applicable Property Damage Percentage Deductible or Property Damage Dollar Deductible shown in the Schedule above; and

Deductible
(continued)

3. for all the applicable property coverages provided in the forms shown above, if such loss or damage is caused by or results from **flood**, is the lesser of the applicable Limits Of Insurance shown in the Declarations or shown in the Schedule above, regardless of any other cause or event that directly or indirectly:
 4. contributes concurrently to; or
 5. contributes in any sequence to,the loss or damage, even if such other cause or event would otherwise be covered.
- D. Except for Cable Strand, Fiber Optic Cable, Taps And Drops, the applicable deductible shown in the Schedule above applies separately at each premises for each **occurrence**.
- E. If a deductible applicable to Cable Strand, Fiber Optic Cable, Taps And Drops is shown in the Schedule above, such deductible applies separately for each **occurrence**.
- F. **Property Damage Percentage Deductible:**

As used in this endorsement, the terms “specific insurance” and “blanket insurance” have the following meanings:

 1. **Specific Insurance** covers each type of coverage under separate specific Limits Of Insurance at one premises (for example: each **building** or **personal property** in a **building**).
 2. **Blanket and Loss Limit insurance** covers:
 - a. two or more types of coverage at one or more premises under a single Limit Of Insurance (for example: **building** and **personal property** in that **building** or **buildings** and **personal property** at two or more premises); or
 - b. one type of coverage at two or more premises under a single Limit Of Insurance (for example, **personal property** at two or more premises).
- G. Types of coverages and corresponding Limits Of Insurance are the lesser of the Limits Of Insurance shown in the Declarations or in the Schedule above.
 1. **Specific Insurance:**

In determining the amount, if any, that we will pay for loss or damage for each specific type of coverage that sustained direct physical loss or damage, we will separately for each type of coverage:

 - a. apply the applicable deductible percentage shown in the Schedule above, to the applicable Limit Of Insurance shown in the Declarations; or
 - b. if the applicable premises shown in the Schedule above shows Apply Percentage To Statement Of Values, we will multiply the deductible percentage shown in the Schedule above for that premises, by the 100% values you most recently furnished to us for the type of covered property that sustained direct physical loss or damage.

We will pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limit Of Insurance for each insured type of coverage.
 2. **Blanket Insurance and Loss Limit Of Insurance:**

In determining the amount, if any, that we will pay for loss or damage for each premises shown in the Schedule above, we will separately at each premises that sustained loss or damage:

 - a. apply the applicable percentage shown in the Schedule above to the sum of:

Property Insurance

Endorsement

Effective Date

Policy Number

Deductible (continued)

- (1) the 100% values you most recently furnished to us for the types of covered property that sustained direct physical loss or damage; and
 - (2) the 100% values you most recently furnished to us for the same types of covered property that did not sustain direct physical loss or damage, but are located at the same premises that sustained loss or damage, to determine the applicable deductible; and
- b. pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limits Of Insurance for such covered property.

If a loss involves both specific insurance and blanket insurance, the deductible amount will be determined and apply separately for blanket insurance and separately for specific insurance, subject to their applicable respective Limits Of Insurance.

H. Property Damage Dollar Deductible:

The applicable Limits Of Insurance for the property coverages:

1. do not apply until the amount of loss or damage exceeds the applicable deductible amount shown above; and
2. apply in excess of the applicable deductible amount.

I. Should you have **primary insurance** which insures against loss or damage caused by or resulting from **flood**, if the amount of loss payable under your **primary insurance**:

1. exceeds the **flood** deductible shown in the Schedule above, no deductible shall apply to **flood** under this policy; or
2. is less than the **flood** deductible shown in the Schedule above,

we will pay the amount of loss or damage (after deduction for **primary insurance**) in excess of the difference between:

3. the **flood** deductible shown in the Schedule above; and
4. the amount of loss payable under your **primary insurance**.

For the peril of **flood**, the Waiting Period provision is deleted:

- only with respect to the forms shown above;
- for the premises shown in the Schedule above;
- for any premises shown in the Declarations; and
- for any premises not shown in the Schedule above and not shown in the Declarations,

and is replaced by the following:

Waiting Period

Following covered direct physical loss or damage to **property** at the premises shown above and at any premises not shown in the Schedule above and not shown in the Declarations, we will pay the amount of **business income** or **rental income** loss that is incurred after the applicable Waiting Period shown in the Schedule above, not to exceed the applicable Limits Of Insurance.

Waiting Period
(continued)

The applicable Waiting Period shown in the Schedule above:

- applies separately for each **occurrence** at each premises and to each type of coverage that sustained direct physical loss or damage;
- begins immediately following the direct physical loss or damage to **property** by a **covered peril**;
- only applies at premises that suffers a **business income** or **rental income** loss; and
- does not apply to **extra expense**.

If no waiting period is shown in the Schedule above, the waiting period will be the:

- applicable waiting period shown in the Declarations or as otherwise shown; or
 - first 24 normal business hours following the direct physical loss or damage,
- whichever is longer.

Hours shown for the waiting period are normal business hours.

Loss Payment Basis

Under Loss Payment Basis, the following is added:

In the event of loss or damage covered by this insurance and **primary insurance**, our valuation will include any difference in loss payment due to a difference in methods of valuation under this insurance and the **primary insurance**.

Definitions

Under Definitions, the definition of Flood is deleted and replaced with the following:

Flood

Flood means:

- waves, tidal water or tidal waves; or
- rising or overflowing or breaking of any boundary,

of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse, whether driven by wind or not.

Flood does not include:

- a **specified peril** that ensues from flood; or
- tsunami resulting from earthquake.

Flood includes **inundation, back-up and mudflow** only when, Flood Includes Inundation, Back-Up And Mudflow is shown under premises or the applicable coverage in the Schedule above.

Property Insurance

Endorsement

Effective Date

Policy Number

Under Definitions, the following definitions are added:

Definitions

*Inundation, Back-Up And
Mudflow*

Inundation, back-up and mudflow means:

- A. surface water;
- B. mudslide or mudflow;
- C. water that backs up or overflows from a sewer, drain or sump; or
- D. water under the ground surface pressing on, or flowing or seeping through:
 - 1. foundations, walls, or paved surfaces;
 - 2. basements, whether paved or not; or
 - 3. doors, windows or other openings.

Inundation, back-up and mudflow does not mean ensuing loss or damage caused by or resulting from a **specified peril**.

Primary Insurance

Primary insurance means insurance covering all or any part of the deductible amount stated in the Schedule above and includes insurance provided under the National Flood Insurance Program.

Primary insurance also means any other valid and collectible insurance covering any amount in excess of the deductible amount stated in the Schedule above, but does not mean any insurance provided by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

SERFF Tracking Number: CHUB-125682287 *State:* Arkansas
Filing Company: Vigilant Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 08-CMQ-3-F
TOI: 05.1 Commercial Multi-Peril - Non-Liability *Sub-TOI:* 05.1003 Commercial Package
Portion Only
Product Name: CUSTOMARQ Program
Project Name/Number: Broadcasters/WR# 7298

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125682287 State: Arkansas
Filing Company: Vigilant Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-CMQ-3-F
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: CUSTOMARQ Program
Project Name/Number: Broadcasters/WR# 7298

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 08/20/2008

Comments:

Attachment:

Arkansas F777.pdf

Satisfied -Name: Forms EM **Review Status:** Approved 08/20/2008

Comments:

Attachment:

Broadcasters 2007 Generic EM.pdf

19. Status of filing in domicile	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending	<input type="checkbox"/> Authorized	<input type="checkbox"/> Disapproved
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Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	08-CMQ-3-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Enclosed for filing is a set of forms which introduce changes to our Property and Business Income contracts used in our CUSTOMARQ Insurance for Broadcasters Program. In order to facilitate your review of this filing, we have included the following:

- Explanatory Memoranda;
- State Forms, Actuarial Exhibits and Filing Fees, where applicable.

Your approval will be appreciated for policies effective on and after January 1, 2009. However, it is possible that internal considerations may force us to delay the implementation of this filing. If this becomes necessary, we will provide you with the proper documentation to amend the effective date.

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 #:
Amount: \$50

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.)

EXPLANATORY MEMORANDUM

Customarq Insurance for Broadcasters

We are introducing several changes to our Property and Business Income contracts used in our Customarq Insurance for Broadcasters Policy.

Where possible, we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information. We also specify what provisions are new (both those that are included in a contract and those which are added by endorsement) and summarize the content of the new item.

Please keep in mind that Declarations are used to provide variable, risk specific data required by the contracts and endorsements to which they are attached. Standing alone, Declarations do not grant insurance coverage and do not impose rights and duties on either the insurer or the policyholder. As such, the changes we have made to the Declarations do not, in of themselves, change the scope of insurance. Rather, they are designed to add, remove, increase or decrease specific automatic limits of insurance and/or automatic deductibles; support the inclusion of other variable data; or track changes made to the contracts and/or endorsements to which the Declarations apply. Refer to the description of each such change for details.

We are eliminating the General Provisions form. The Conditions and Definitions found in the General Provisions form are now contained in a new form, Property/Business Income Conditions And Definitions. The Loss Payment Basis and Exclusions found in the General Provisions are now contained in the individual contracts to which they apply. We have also combined the Accounts Receivable, Fine Arts, Money And Securities and Valuable Papers contracts into a single, combined contract.

We are also introducing the following new contracts: Broadcasters Extension for Property/Business Income Insurance, Mobile Equipment, Business Income With Extra Expense And Research And Development Income and Impairment Of Computer Services – Malicious Programming, which is a new automatic property coverage included in all policies.

For all contracts, coverages now appear in three sections, Premises Coverages, Additional Coverages and Debris Removal Coverage. Previously, the following three coverage sections were contained within the Property and Business Income contracts for Broadcasters: Coverage, Extensions of Coverage and Additional Coverages.

Significant changes to our program are described below.

Property

Coverages

- For all Premises Coverages, lead-in language has been added to include the 1,000 foot extension and the cause of loss.
- Building and Personal Property Coverage, previously contained in form 80-02-1075 (Ed. 9-99), is now the Building or Personal Property Premises Coverage and has been editorially revised.
- The Burglary Damage To Building Premises Coverage; Leasehold Interest – Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest Premises Coverage; Loss Of Master Key Premises Coverage; Non-Owned Detached Trailers Premises Coverage; Processing Water Premises Coverage; Research And Development Property Premises Coverage and Arson Or Theft Reward Additional Coverage are new.
- Language has been added under the Cable Strand, Fiber Optic Cable, Taps And Drops Property Additional Coverage to stipulate that coverage does not apply to cable strand, fiber optic cable, taps or drops at a premises shown in the Declarations.
- The Biological Agents Clean-Up Or Removal Additional Coverage, previously contained in the Special Property Provisions – Biological Agents endorsement, is now the Fungus Clean-Up Or Removal Premises Coverage and has been revised so that coverage now applies to the defined term fungus (in lieu of biological agents).

Property

Coverages (continued)

- Loss Prevention Expenses Premises Coverage has been expanded to include Research and Development Property and has been editorially revised.
- The Consequential Loss Additional Coverage, previously contained in form 80-02-1075 (Ed. 9-99), has been renamed Pair And Set Premises Coverage and has been editorially revised.
- The Outdoor Trees, Shrubs, Plants Or Lawns Additional Coverage in form 80-02-1075 (Ed. 9-99), is now the Outdoor Trees, Shrubs, Plants Or Lawns Premises Coverage and has been changed to stipulate that coverage applies at premises you own, rent or occupy.
- The Personal Property Of Employees Additional Coverage in form 80-02-1075 (Ed. 9-99), is now the Personal Property Of Employees Premises Coverage and now also applies to personal property of employees away from your premises for the purpose of performing duties related to the conduct of your business.
- The Fire Department Service Charges Additional Coverage has been changed and renamed. This Premises Coverage is now called Public Safety Service Charges and has been expanded to include other types of Municipal Agencies charged with preserving public safety. This Premises Coverage now also includes Research and Development Property.
- The Removal Extension Of Coverage in form 80-02-1075 (Ed. 9-99), is the Removal Premises Coverage and now includes Research and Development Property.
- The Any Other Location Additional Coverage has been expanded to include research and development property.
- The In Transit Additional Property Coverage, previously provided in form 80-02-1021 (Rev. 2-98), is now contained in the Building and Personal Property contract and been changed. This coverage has been expanded to include: building components and research and development property; personal property that has been refused by the consignee (paragraph C); the necessary additional expenses incurred to inspect, repackage and reship personal property damaged by a peril not otherwise excluded; general average and salvage charges that may be assessed against covered personal property shipments that are waterborne; and loss or damage to personal property during loading and unloading of that property from a transporting conveyance, by a peril not otherwise excluded. F.O.B. is now included in paragraph B. (in lieu of the F.O.B. Shipments Extension Of Coverage).
- Newly Acquired Premises Property Coverage has been renamed Newly Acquired Property Additional Coverage and has been expanded to include newly acquired personal property at existing premises. Language has been added to stipulate that we must agree to add the property to the policy. The last sentence is new and states that Personal Property moved from a vacant premises to a new premises is not considered newly acquired personal property.
- The Newly Acquired Towers Or Antennas Property Additional Coverage was previously contained in the Newly Acquired Premises Coverage in form 80-02-1075 (Ed. 9-99), and has been changed to stipulate coverage applies to towers or antennas under construction at existing or newly acquired premises. Language has been added to stipulate that we must agree to add the towers or antennas to the policy.
- The Newly Acquired Cable Strand, Fiber Optic, Taps And Drops Property Additional Coverage was previously contained in the Newly Acquired Premises Coverage in form 80-02-1075 (Ed. 9-99). Language has been added to stipulate that we must agree to add the cable strand, fiber optic cable, taps and drops to the policy.

Property

Coverages (continued)

- The Pollutant Clean-Up or Removal Additional Coverage has been expanded to include research and development property, building components and property while in transit. This provision has also been reformatted and editorially revised.
- The Inventory or Appraisals Additional Coverage, previously in form 80-02-1075 (Ed. 9-99), has been renamed Preparation of Loss Fees Additional Coverage and has been changed. This Additional Coverage now includes Research and Development Property. The underlined language has been added to indicate that the Additional Coverage does not apply to costs incurred for adjusters, consultants or attorneys or subsidiaries or affiliates.
- The Debris Removal Additional Coverage in form 80-02-1075 (Ed. 9-99) and in form 80-02-1017 (Ed. 2-98), is now the Amended Debris Removal Coverage and has been changed. Coverage has been expanded to include media library, research and development property, and towers or antennas. Language has been added to stipulate that Debris Removal Coverage does not include fungus clean-up or removal.
- The Mobile Broadcasting Equipment Additional Coverage in form 80-02-1075 (Ed. 9-99), is now Mobile Equipment Coverage and has been changed. Coverage now applies to mobile equipment, in lieu of mobile broadcasting equipment.
- The Premises Coverages and Additional Coverages for Electronic Data Processing Property have been restated. Except as provided under the Impairment of Computer Services – Malicious Programming contract, coverage for Electronic Data does not apply to loss or damage caused by or resulting from malicious programming.

Exclusions

- Policy exclusions, previously contained in the General Provisions form, 80-02-1077 (Ed. 9-99), are now contained in the individual contracts.
- The Business Errors Exclusion has been expanded so that it now applies to altering or researching.
- The Dishonesty Exclusion has been expanded so that it now applies to members, officers and managers.
- The Governmental Action Exclusion has been renamed Governmental or Military Action and has been changed to include actions taken by a military authority. The concurrent causation language has been revised to delete the word “worsens.”
- The Inherent Vice/Latent Defect Exclusion, previously applicable to towers or antennas only, now also applies to building, personal property and research and development property. Language has been added to stipulate that the exclusion does not apply to loss or damage caused by or resulting from a specified peril.
- The Mechanical Breakdown Exclusion, previously contained in endorsement 80-02-1427 (Ed. 2-01), has been revised to reinforce the fact that abrupt and accidental breakdown of mechanical or electrical systems or apparatus does not include freezing caused by or resulting from weather conditions.
- The Nuclear Hazard Exclusion has been revised to limit the ensuing loss exception to those jurisdictions that prohibit us from excluding fire, which ensues from nuclear hazard. The concurrent causation language has been revised to delete the word “worsens.”

Property

Exclusions (continued)

- The Utility Supply Failure exclusion is new.
- The ensuing loss exception to the Wear and Tear Exclusion has been narrowed so it now applies only to a specified peril or water.
- The Errors in Systems Programming Additional Exclusion has been changed. A new term “electronic data processing property” has been added, which includes electronic data, electronic data processing equipment, mobile communication property, and communication property.
- The Income, Interest Or Dividends Money and Securities Exclusion is new.
- The Biological Agents Additional Exclusion has been renamed Fungus and has been revised so that it now applies to the defined term fungus. The concurrent causation language has been revised to delete the word “worsens.”
- The Pollutants Additional Exclusion has been changed. Language has been added to include ammonia as part of the Pollutants exclusion. Paragraph B was moved to the Ordinance or Law Loss Payment Basis provision. Language relating to fungus was removed from the pollutants exclusion and placed in the fungus exclusion. The Exclusion now applies to loss or damage to property you own, use or operate unless caused by or resulting from a specified peril. The concurrent causation language has been revised to delete the word “worsens.”
- The Settling Additional Exclusion has been changed so that it now applies to land, foundations, pools, buildings and other structures.

Limits Of Insurance, And Deductible

- The Automatic Increase In Limits provision in form 80-02-1075 (Ed. 9-99), has been modified to specify that the increase only applies to a premises shown in the Declarations where an automatic increase is shown and that the Automatic Increase In Limits does not apply to Blanket Limits of Insurance.
- Language has been added under Deductible to stipulate that any deductible would be applied after application of Coinsurance, if applicable. The term “occurrence” is now a defined term.

Loss Payment Basis, Loss Payment Basis Exceptions, And Loss Payment Limitations

- The Loss Payment Basis provision previously contained in General Provisions form 80-02-1077 (Ed. 9-99), has been changed. Paragraph B. no longer applies. Paragraph C.2. is now included in the Electronic Data Processing Property contract. Paragraph C.3. is now included in the Building Under Construction contract. Paragraph C.4. is now included in the In Transit Additional Coverage in the Building and Personal Property form. The language applicable to personal property of employees is now included in the Loss Payment Basis Exceptions section of the Building and Personal Property form.
- The Replacement Cost Loss Payment Basis has been changed to stipulate that payment will not be made until the completion of the repairs or the replacement of the covered property. Reference to contractors’ equipment has been removed.

Property

Loss Payment Basis, Loss Payment Basis Exceptions, And Loss Payment Limitations (continued)

- The Ordinance or Law Loss Payment Basis has been changed. Language has been added to specify that Ordinance or Law does not apply to: (1) any increase in costs associated with the enforcement of any ordinance or law requiring clean-up of fungus or pollutants; or (2) loss or damage caused by or resulting from fire which ensues from nuclear hazard. This provision has also been revised to allow for specification of a maximum valuation amount in the Declarations.
- The Extended Warranties Loss Payment Basis provision has been revised. Reference to building components or personal property is now contained in the Building Or Personal Property contract. Reference to electronic data processing equipment is now contained in the Electronic Data Processing Property contract. Reference to mobile broadcasting equipment has been removed.
- The Nuclear Hazard, Research And Development Property and Research And Development Property Of Others Loss Payment Basis Exceptions are new.
- The Property Of Others Loss Payment Basis Exception is now called the Personal Property Of Others, Business Personal Property You Lease And Personal Property Of Employees Loss Payment Basis Exception. This provision has been changed so that it specifically applies to personal property of others, leased personal property and personal property of employees.
- The Electronic Data Exclusion, previously contained in the Special Electronic Data Provisions endorsement is now the Electronic Data Loss Payment Limitation.
- The Loss Of Market exclusion is now the Loss Of Market Loss Payment Limitation.
- The Cable Strand, Fiber Optic Cable, Taps And Drops, Media Library, Prototypes and Towers Or Antennas Loss Payment Limitations are new.
- The Suspension, Lapse or Cancellation Of Any License exclusion applicable to Leasehold Interest coverage is now a loss payment limitation.

Business Income

Coverages

- For all Premises Coverages lead-in language has been added to include the 1,000 foot extension and the cause of loss language (covered peril).
- The Contractual Penalties Additional Coverage, previously in form 80-02-1076 (Ed. 9-99), is now the Contractual Penalties Premises Coverage and has been modified to stipulate that the material breach of contract must be the direct result of covered direct physical loss or damage.
- The Biological Agents Clean-up or Removal Additional Coverage in the Special Property Provisions – Biological Agents endorsement, is now the Fungus Clean-up or Removal Premises Coverage. This coverage has been revised so that it now applies to the defined term fungus and to extend the period of indemnity from 30 days to 45 consecutive days.
- The Ingress And Egress Premises Coverage, Loss Of Interconnect Services Business Income Additional Coverage and Loss Of On-Line Access Services Business Income Additional Coverage are new.
- The Computer Virus Extension Of Coverage has been removed.

Business Income

Coverages (continued)

- The Civil Authority Additional Coverage has been revised to stipulate that it is subject to the applicable Limit Of Insurance for Business Income with Extra Expense shown in the Declarations and that the waiting period is the longer of the applicable waiting period shown in the Declarations or 24 normal business hours following the time the civil authority prohibits access.
- The In Transit Additional Coverage and the International Air Shipments Additional Coverage has been revised to also apply to valuable papers.
- The Loss of Utilities Additional Coverage, previously in form 80-02-1075 (Ed. 9-99), is now the Loss Of Utilities Amended Business Income Additional Coverage and has been reformatted and revised. Language has been added to stipulate that coverage:
 - for business income is subject to a waiting period of at least 24 normal business hours (in lieu of 12 normal business hours); and
 - does not apply to business income loss or extra expense payable under the Loss Of Interconnect Services Business Income Additional Coverage, or the Loss Of On-Line Access Services Business Income Additional Coverage.
- The Loss Of Interconnect Services Business Income Additional Coverage is new.
- The Loss Of On-Line Access Services Business Income Additional Coverage is new.
- The Newly Acquired Premises Additional Coverage has been revised to stipulate that we must agree to add the premises to the policy.
- The Mobile Broadcasting Equipment Additional Coverage in form 80-02-1076 (Ed. 9-99) is now the Mobile Equipment Business Income Additional Coverage and has been revised. Coverage no longer applies to loss or damage to mobile equipment at a premises shown in the Declarations.
- The Fees Additional Coverage in form 80-02-1076 (Ed. 9-99) has been renamed Preparation of Loss Fees. Language has been added to stipulate that the Additional Coverage does not apply to costs incurred for adjusters, consultants or attorneys or subsidiaries or affiliates.

Business Income

Limits Of Insurance, Loss Determination, And Loss Payment Limitations

- The Limits of Insurance provision has been revised to reflect the introduction of the defined term occurrence.
- The Automatic Increase in Limits provision has been revised to stipulate that it only applies to a premises shown in the Declarations for which Automatic Increase in Limits is shown, and does not apply to blanket limits.
- The Monthly Limit Of Indemnity Loss Payment Option now stipulates that it does not apply to extra expense.
- The Increase of Loss Due To Death Or Injury, Loss or Damage To Property Used To Provide Interconnect Or On-Line Access Services, Loss Or Damage To Water and Mobile Equipment Loss Payment Limitations are new.

Business Income

Limits Of Insurance, Loss Determination, And Loss Payment Limitations (continued)

- The Loss or Damage to Property Used to Provide Utility Services Loss Payment Limitation has been revised to replace the word “property” with the defined term building in the first bullet.
- The Satellites And Their Component Parts Loss Payment Limitation now applies to loss or damage to satellites and their component parts, including any resulting business income loss or extra expense; or that part of any business income loss or extra expense attributable to loss of use of any satellites or their component parts caused by or resulting from direct physical loss or damage to other property.

Property And Business Income

Conditions

- The conditions, including the Coverage Territory provision, previously contained in form 80-02-1077 (Ed. 9-99), are now contained in the Property/Business Income Conditions And Definitions form.
- The Building Or Personal Property Coinsurance Additional Condition in the Building and Personal Property form was previously contained in the Building and Personal Property Coinsurance Added endorsement and has been changed so that the condition does not apply to covered loss of \$100,000 or less (in lieu of \$10,000 or less).
- This Coverage Territory provision has been reformatted and revised. Reference to “Continental” has been changed to “contiguous” and reference to “Alaska” has been added. Language related to prohibition of insurance has been removed and is now a separate provision in the Common Policy Conditions form, called “Compliance with Applicable Trade Sanctions”.
- The Joint Loss Adjustment condition, previously contained in the Joint Loss Adjustment Condition Added endorsement has been reformatted and editorially revised.
- The Legal Action Against Us provision has been revised to stipulate that the legal action must be taken within three years of the date of the direct physical loss or damage. Previously such action must have been taken within two years.
- The Lenders/Loss Payee condition is new. Language was previously contained in the Lenders Loss Payee endorsement and the Loss Payable – Other Than Buildings condition in form 80-02-1030 (Ed. 2-98).
- The Liberalization Condition has been changed to stipulate that it applies to changes made within 60 days of the effective date of the policy. Previously, Liberalization applied to changes made within 45 days of such effective date.
- The Mortgage Holder – Buildings condition has been revised to stipulate that failure to provide cancellation notice shall not invalidate such cancellation. Language has been added to impose certain duties on the Mortgage Holder before it is entitled to receive loss payment.
- The Other Insurance condition has been changed to stipulate that this insurance is excess over other insurance. Previously this insurance applied on a pro rata basis with other insurance.
- The Recovered Property Condition has been changed to stipulate: (1) that any payments are subject to the Limits of Insurance and Loss Payment Basis provisions of the policy; (2) the order in which recoveries will be applied; and (3) the manner in which expenses of recovery will be shared.

Property And Business Income

Conditions (continued)

- The Business Income Coinsurance Amended Condition, previously contained in the Business Income Coinsurance endorsement, has been changed so that the condition does not apply to any covered loss of \$100,000 or less (in lieu of \$10,000 or less).

Definitions

- The definitions, previously contained in form 80-02-1077 (Ed. 9-99), are now contained in the Property/Business Income Conditions And Definitions form.
- The Accounts Receivable definition has been changed so that it no longer includes reasonable expenses incurred to re-establish accounts receivable records and the cost of blank accounts receivable records.
- The Blank Media, Bonus Payments, Communication Property, Interconnect Services, Mobile Communication Property, Mobile Equipment, Non-owned Detached Trailers, Occurrence, Prepaid Rent, Rental Income, Research And Development Income, Sinkhole Collapse, Sublease Profit and Tenants' Lease Interest definitions are new.
- The Actual Cash Value, Computer Virus, Electronic Data Processing Media, Mobile Broadcasting Equipment, Net Rental Income, Patterns, Molds And Dies definitions have been removed.
- The definition of Business Income has been changed to stipulate that business income includes the net sales value of production.
- The Building, Building Under Construction and Renovations Under Construction definitions have been changed so that they do not include dams, dikes, mobile equipment or underground mines or mine shafts or any property within such underground mines or mine shafts.
- The Electronic Data Processing Equipment definition has been reformatted and restated to reflect the introduction of the new definitions of blank media, electronic data, communication property and mobile communication property and to change the scope and extent to which property is considered electronic data processing equipment.
- The definition of Electronic Data Processing Property has been changed to reflect the introduction of the new definitions of electronic data, mobile communication property and communication property and to stipulate that Electronic Data Processing Property does not include contractors' equipment or mobile equipment.
- The Extra Expense definition has been changed to stipulate that paragraph B. of the definition does not apply to The Fungus Clean-up or Removal Premises Coverage.
- The Fine Arts definition has been changed to specifically include sculptures.
- The Fungus definition is new and is derived from paragraphs A. and C. of the definition of the Biological Agents definition contained in the Special Property Provisions – Biological Agents endorsement.
- The Malicious Programming definition was previously contained in the Special Electronic Data Provisions endorsement, and has been revised to reflect the introduction of the new definition of mobile communication property.
- The definition of Mechanical Or Electrical System Or Apparatus, previously contained in endorsement 80-02-1427 (Ed. 2-01), has been reformatted and revised to add paragraphs M. and N.

Definitions
(continued)

- The definition of Media Library has been changed to stipulate that media library does not mean electronic data.
 - The definition of On-Line Access Providers has been renamed On-Line Access and reference to providers has been removed.
 - The definition of Operations has been revised to include the language “including your activities as a lessor of premises prior to the loss or damage”.
 - The Period Of Restoration definition has been changed to allow a time limit to be placed on the extended period of indemnity when appropriate and to stipulate that period of restoration does not include any increased period required to comply with any ordinance or law that requires the insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or access the effects of fungus or pollutants, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.
 - The definition of Personal Property has been changed to add reference to leased personal property and stipulate that personal property does not include retaining walls, trailers, electronic data, personal property which is in or below underground mines or mine shafts or mobile communication property. Reference to patterns, molds and dies, satellites and their component parts, towers or antennas, mobile broadcasting equipment and cable strand, fiber optic cable, taps and drops has been removed.
 - The definitions of Personal Property Of A Dependent Business Premises, Personal Property Of Employees and Personal Property Of A Utility have been changed to stipulate that they do not include retaining walls, trailers, electronic data, personal property which is in or below underground mines or mine shafts or mobile communication property. Reference to satellites and their component parts, towers or antennas and mobile broadcasting equipment has been removed.
 - The definition of Personal Property Of Others has been changed to stipulate that personal property of others does not include leased personal property and to remove reference to volunteers.
 - The Property definition has been changed. Accounts receivable records, towers or antennas and cable strand, fiber optic cable, taps and drops have been removed. Electronic data processing property has been added.
 - The Research And Development Property definition has been revised to stipulate that research and development property does not mean mobile communication property. Reference to satellites and their component parts and towers or antennas has been removed.
 - The definition of Specified Peril has been changed to reflect that sinkhole is now a defined term.
 - The definition of Telephone Equipment has been renamed Communication Property and has been expanded to include other types of communication property.
 - The Towers Or Antennas definition has been changed to stipulate that towers or antennas does not mean: (1) land, water or air, either inside or outside of a structure; (2) any structure you do not own, occupy and are not legally or contractually required to insure; or (3) towers or antennas attached to a building at a premises for which a Limit Of Insurance for Building is shown in the Declarations.
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Limits Of Insurance

We have enhanced the Blanket Limit Of Insurance and Automatic Limits Of Insurance for Individual Property Coverages included in your policy, the changes are described below.

Property

The Blanket Limit Of Insurance has been increased from \$250,000 to \$500,000. This Blanket Limit Of Insurance now applies to Accounts Receivable, Electronic Data Processing Property, Fine Arts, Leasehold Interest (Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest), Leasehold Interest – Undamaged Tenant's Improvements & Betterments, Media Library, Non-owned Detached Trailers, Outdoor Trees, Shrubs, Plants Or Lawns, Personal Property Of Employees, Public Safety Service Charges, Research And Development Property and Valuable Papers.

The following changes have been made to the Automatic Limits Of Insurance for Property Coverages contained in your policy:

- Extra Expense has been removed from the Blanket Limit Of Insurance and now has its own separate limit of insurance of \$250,000.
- The Limit Of Insurance for Any Other Location-Personal Property has been increased from \$15,000 to \$25,000. Any Other Location-Research & Development Property is new and provided at \$25,000. Separate Any Other Location limits of insurance for Electronic Data Processing Equipment (\$75,000) and Electronic Data Processing Media And Valuable Papers (\$25,000) have been replaced with new, separate limits of insurance for Any Other Location – Electronic Data Processing Property of \$75,000 and Any Other Location – Valuable Papers of \$25,000.
- The Limit Of Insurance for Debris Removal-In Transit has been increased from \$25,000 to \$50,000.
- Deferred Payments is a new automatic coverage and is provided at a limit of \$50,000.
- The Limits Of Insurance for Exhibition, Fair Or Trade Show-Electronic Data Processing Property, Fine Arts and Personal Property have been increased from \$15,000 to \$25,000.
- The Limit Of Insurance for Fungus Clean-up Or Removal, previously called Biological Agents Clean-up or Removal, has been increased from \$25,000 to \$50,000.
- Impairment Of Computer Services-Malicious Programming is a new coverage. Inside Attack is provided at a limit of \$100,000. Outside Attack is provided at a limit of \$10,000 per occurrence, with a \$50,000 annual aggregate.
- The Limit Of Insurance for In Transit-Accounts Receivable and Fine Arts has been increased from \$10,000 to \$25,000. In Transit-Building Components is a new coverage and provided at a limit of \$25,000. The Limit Of Insurance for In Transit – Personal Property has been increased from \$15,000 to \$25,000. Separate In Transit limits of insurance for Electronic Data Processing Equipment (\$50,000) and Electronic Data Processing Media And Valuable Papers (\$25,000) have been replaced with new, separate limits of insurance for In Transit - Electronic Data Processing Property of \$50,000 and In Transit – Valuable Papers of \$25,000.
- The Limit Of Insurance for Leasehold Interest – Electronic Data Processing Equipment has been increased from \$10,000 to \$75,000.
- Loss Of Master Key is a new coverage and provided at a limit of \$25,000.
- The Limit Of Insurance for Loss Prevention Expenses has been increased from \$5,000 to \$15,000.
- Mobile Communication Property is a new coverage and provided at a limit of \$10,000.

Limits Of Insurance

Property (continued)

- The Limit Of Insurance for Mobile Equipment, previously called Mobile Broadcasting Equipment, has been decreased from \$15,000 to \$10,000.
- The Limit Of Insurance for Money And Securities-On Premises has been increased from \$20,000 to \$25,000 and the Limit of Insurance for Money And Securities-Off Premises has been increased from \$10,000 to \$15,000.
- The Limit Of Insurance for Pollutant Clean-up Or Removal has been increased from \$25,000 to \$50,000.
- Processing Water is a new coverage and provided at a limit of \$25,000.
- The Limit Of Insurance for Preparation Of Loss Fees (previously named Inventory Or Appraisals) has been increased from \$10,000 to \$25,000.
- The Limit Of Insurance for Newly Acquired Or Constructed Property-Fine Arts has been increased from \$20,000 to \$25,000.
- Newly Acquired Or Constructed Property-Personal Property At Existing Premises is new and provided at a limit of \$100,000.
- Newly Acquired – Electronic Data Processing Media and Valuable Papers at a limit of \$100,000 has been replaced with Newly Acquired - Electronic Data at a limit of \$250,000.
- Newly Acquired – Telephone Equipment at a limit of \$100,000 has been replaced with Newly Acquired – Communication Property at a limit of \$250,000.
- The Newly Acquired Or Constructed Property – Electronic Data Processing Media and Valuable Papers Duplicates limit of insurance of \$100,000 has been removed.
- The Newly Acquired Or Constructed Property – Mobile Equipment limit of insurance has been revised from \$100,000 to the lesser of 25% of the Limit Of Insurance for Mobile Equipment or \$250,000.
- The Limit Of Insurance for Newly Acquired Or Constructed Cable Strand, Fiber Optic Cable, Taps And Drops has been decreased from \$50,000 to \$25,000.

Business Income

If your property policy includes a Property Supplementary Declarations with a \$500,000, \$1,000,000 or \$2,000,000 Blanket Limit Of Insurance, the following changes have been made to the Automatic Limits Of Insurance for Business Income Coverages contained in your policy:

- The Limit Of Insurance for Any Other Location has been increased from \$10,000 to \$50,000.
- The Limit Of Insurance for Contractual Penalties has been increased from \$10,000 to \$25,000.
- The Limit Of Insurance for Exhibition, Fair Or Trade Show has been increased from \$15,000 to \$25,000.
- The Limit Of Insurance for Preparation Of Loss Fees (previously named Fees) has been increased from \$10,000 to \$25,000.
- The Limit Of Insurance for Pollutant Clean-up Or Removal has been increased from \$10,000 to \$25,000.
- Ingress And Egress is a new coverage and is provided at a limit of \$50,000.
- The Limit Of Insurance for Loss Of Utilities has been decreased from \$50,000 to \$25,000.

Limits Of Insurance

Business Income (continued)

- Loss Of Interconnect Services is a new coverage and is provided at a Limit Of Insurance of \$10,000.
- Loss Of On-Line Access Services is a new coverage and is provided at a Limit Of Insurance of \$10,000.

If your property policy includes a Property Supplementary Declarations with a \$250,000 Blanket Limit Of Insurance, the following changes have been made to the Automatic Limits Of Insurance for Business Income Coverages contained in your policy:

- The Limit Of Insurance for Any Other Location has been increased from \$10,000 to \$25,000.
- The Limit Of Insurance for Dependent Business Premises has been decreased from \$250,000 to \$100,000.
- The Limit Of Insurance for Exhibition, Fair Or Trade Show has been decreased from \$15,000 to \$10,000.
- Ingress And Egress is a new coverage and is provided at a limit of \$25,000.
- The Limit Of Insurance for Loss Of Utilities has been decreased from \$50,000 to \$15,000.
- Loss Of Interconnect Services is a new coverage and is provided at a Limit Of Insurance of \$10,000.
- Loss Of On-Line Access Services is a new coverage and is provided at a Limit Of Insurance of \$10,000.
- The Limit Of Insurance for Mobile Equipment, previously named Mobile Broadcasting Equipment, has been decreased from \$10,000 to \$5,000.

Endorsements

The following endorsements are new:

1. Loss Of Utilities – Overhead Utility Equipment – BI With Extra Expense – Broadcasters, 80-02-5220 (Ed. 10-07)

This endorsement is used to broaden the Loss Of Utilities Additional Coverage to include business income loss and extra expense resulting from direct physical loss or damage to overhead utility equipment. Language has been added to stipulate that the Loss Of Utilities coverage does not apply to loss or damage caused by or resulting from earthquake or flood; or to business income loss or extra expense payable under the Loss Of Interconnect Services Additional Coverage or Loss Of On-Line Access Services Additional Coverage.

Endorsements
(continued)

2. Additional Peril – Earthquake Limit/Deductible Or Waiting Period – Broadcasters, 80-02-5221 (Ed. 10-07)

This endorsement can be used to:

- a. provide coverage for the peril of earthquake for all coverages that have a limit of insurance shown in the Declarations at the premises shown in the Schedule of the endorsement;
- b. apply an earthquake percentage or dollar property damage deductible as shown in the Schedule of the endorsement;
- c. apply an earthquake waiting period for business income or rental income loss as shown in the Schedule of the endorsement; and
- d. sub-limit the peril of earthquake for coverages that are not subject to an earthquake exclusion.

In addition, the peril of earthquake can be added for Cable Strand, Fiber Optic Cable, Taps And Drops coverage, regardless of whether a premises is shown in the Schedule of the endorsement.

3. Additional Peril – Combined Earthquake/EQSL Limit/Deductible Or Waiting Period – Broadcasters, 80-02-5222 (Ed. 10-07)

This endorsement can be used to:

- a. provide coverage for the peril of combined earthquake & EQSL for all coverages that have a limit of insurance shown in the Declarations at the premises shown in the Schedule of the endorsement;
- b. apply an earthquake percentage or dollar property damage deductible as shown in the Schedule of the endorsement;
- c. apply an earthquake waiting period for business income or rental income loss as shown in the Schedule of the endorsement; and
- d. sub-limit the peril of earthquake/EQSL for coverages that are not subject to an earthquake exclusion.

In addition, the peril of earthquake/EQSL can be added for Cable Strand, Fiber Optic Cable, Taps And Drops coverage, regardless of whether a premises is shown in the Schedule of the endorsement.

4. Additional Peril – Flood Limit/Deductible Or Waiting Period (Per Occurrence) – Broadcasters, 80-02-5223 (Ed. 10-07)

This endorsement can be used to:

- a. provide coverage for the peril of flood for all coverages that have a limit of insurance shown in the Declarations at the premises shown in the Schedule of the endorsement;
- b. apply a flood percentage or dollar property damage deductible as shown in the Schedule of the endorsement;
- c. apply a flood waiting period for business income or rental income loss as shown in the Schedule of the endorsement; and
- d. sub-limit the peril of flood for coverages that are not subject to a flood exclusion.

In addition, the peril of flood can be added for Cable Strand, Fiber Optic Cable, Taps And Drops coverage, regardless of whether a premises is shown in the Schedule of the endorsement.

The applicable deductible or waiting period shown in the Schedule of the endorsement applies to each occurrence.

Endorsements
(continued)

5. Windstorm or Hail Deductible (Cable Strand, Fiber Optic Cable, Taps And Drops) – Broadcasters, 80-02-5224 (Ed. 10-07)

This endorsement provides for either a dollar deductible, a percentage deductible or business income waiting period applicable to Cable Strand, Fiber Optic Cable, Taps And Drops coverage, regardless of whether a premises is shown in the Schedule of the endorsement.
6. Additional Exclusions – Broadcasters, 80-02-5226 (Ed. 10-07)

This endorsement adds specific exclusions to the policy applicable to the coverages and premises shown in the Schedule of the endorsement. In addition, specific exclusions can be added for Cable Strand, Fiber Optic Cable, Taps And Drops, regardless of whether a premises is shown in the Schedule of the endorsement applicable to such property.
7. Subsidiary Limits Of Insurance – Broadcasters, 80-02-5227 (Ed. 10-07)

This endorsement replaces the limit shown in the Declarations with a subsidiary limit applicable to the perils, coverages and premises shown in the Schedule of the endorsement. In addition, specific subsidiary limit can be added for Cable Strand, Fiber Optic Cable, Taps And Drops regardless of whether a premises is shown in the Schedule of the endorsement applicable to such property.
8. Additional Peril – Flood Limit/Deductible Or Waiting Period (Per Premises/Per Occurrence) - Broadcasters, 80-02-5232 (Ed. 10-07)

This endorsement can be used to:

 - a. provide coverage for the peril of flood for all coverages that have a limit of insurance shown in the Declarations at the premises shown in the Schedule of the endorsement;
 - b. apply a flood percentage or dollar property damage deductible as shown in the Schedule of the endorsement;
 - c. apply a flood waiting period for business income or rental income loss as shown in the Schedule of the endorsement; and
 - d. sub-limit the peril of flood for coverages that are not subject to a flood exclusion.

In addition, the peril of flood can be added for Cable Strand, Fiber Optic Cable, Taps And Drops coverage, regardless of whether a premises is shown in the Schedule of the endorsement.

Except for Cable Strand, Fiber Optic Cable, Taps And Drops, the applicable deductible or waiting period shown in the Schedule of the endorsement applies to each premises shown in the endorsement for each occurrence.

Please be advised that we are working to add the forms to our internal rating and policy issuance system. Once this is finalized, the final forms may be formatted differently due to systems constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated forms unless otherwise requested in response to this filing.

THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. WHETHER OR NOT A PARTICULAR LOSS IS COVERED CAN ONLY BE DETERMINED AT THE TIME OF LOSS BY APPLYING ALL OF THE POLICY PROVISIONS TO THE FACTS AND CIRCUMSTANCES OF THE CLAIM. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.