Filing at a Glance

Companies: Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company

Product Name: Telecommunications '07 Customarq	SERFF Tr Num: CHUB-125747556	State: Arkansas
TOI: 05.1 Commercial Multi-Peril - Non-Liability Portion Only	SERFF Status: Closed	State Tr Num: EFT $50
Sub-TOI: 05.1003 Commercial Package	Co Tr Num: 08-CMQ-2-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Karen Pender, Jane Gutman	Disposition Date: 08/25/2008
	Date Submitted: 07/25/2008	Disposition Status: Approved
Effective Date Requested (New): 01/01/2009		Effective Date (New): 01/01/2009
Effective Date Requested (Renewal): 01/01/2009		Effective Date (Renewal): 01/01/2009

State Filing Description:

General Information

Project Name: Telecommunications '07 CMQ	Status of Filing in Domicile: Pending
Project Number: 08-CMQ-2-F	Domicile Status Comments: n/a
Reference Organization: n/a	Reference Number: n/a
Reference Title: n/a	Advisory Org. Circular: n/a
Filing Status Changed: 08/25/2008	
State Status Changed: 07/30/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

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

following:

Explanatory Memo

State Forms, and Filing Fees, where applicable

We are introducing several changes to our Property and Business Income contract used in our Customarq Insurance for Telecommunications 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 suvh a descrition 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 ingluded 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.

The property and business income provisions are no longer contained in Property Insurance For The Telecommunications Industry contract, the Business Income with Extra Expense For the Telecommunications Industry contract, and the General Provisions form, but instead are contained within a Telecommunications Extension for Property/Business Income Insurance and several previously approved individual property contracts.

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 For The

Teloecommunications Industry contract and Business Income With Extra Expense For the Telecommnications Industry contract: Coverage, Extensions of Coverage and Additional Coverages.

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 effeictive date.

Company and Contact

Filing Contact Information

Jane Gutman, Unit Manager
202 Hall's Mill Road
Whitehouse Station, NJ 08889-1650

jgutman@chubb.com
(908) 572-4422 [Phone]
(908) 572-4820[FAX]

Filing Company Information

Federal Insurance Company 202 Hall's Mill Road P.O. Box 1650 Whitehouse Station, NJ 08889-1650 (908) 572-4422 ext. [Phone]	CoCode: 20281 Group Code: 38 Group Name: FEIN Number: 13-1963496 ---------	State of Domicile: Indiana Company Type: State ID Number:
Great Northern Insurance Company 202 Hall's Mill Road P.O. Box 1650 Whitehouse Station, NJ 08889-1650 (908) 572-4422 ext. [Phone]	CoCode: 20303 Group Code: 38 Group Name: FEIN Number: 41-0729473 ---------	State of Domicile: Indiana Company Type: State ID Number:
Pacific Indemnity Company 202 Hall's Mill Road P.O. Box 1650 Whitehouse Station, NJ 08889-1650 (908) 572-4422 ext. [Phone]	CoCode: 20346 Group Code: 38 Group Name: FEIN Number: 95-1078160 ---------	State of Domicile: Wisconsin Company Type: State ID Number:

Vigilant Insurance Company
202 Hall's Mill Road
P.O. Box 1650
Whitehouse Station, NJ 08889-1650
(908) 572-4422 ext. [Phone]

CoCode: 20397
Group Code: 38
Group Name:
FEIN Number: 13-1963495

State of Domicile: New York
Company Type:
State ID Number:

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	$50.00 filing fee for forms filing - policies, endorsements
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	$50.00	07/25/2008	21597768
Great Northern Insurance Company	$0.00	07/25/2008	
Pacific Indemnity Company	$0.00	07/25/2008	
Vigilant Insurance Company	$0.00	07/25/2008	

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/25/2008	08/25/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Llyweyia Rawlins	08/11/2008	08/11/2008	Jane Gutman	08/25/2008	08/25/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
PDF version of Ex Memo	Supporting Document	Karen Pender	07/25/2008	07/25/2008

Disposition

Disposition Date: 08/25/2008
Effective Date (New): 01/01/2009
Effective Date (Renewal): 01/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings	
Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number:	*CHUB-125747556*	*State:*	*Arkansas*
First Filing Company:	*Federal Insurance Company, ...*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*08-CMQ-2-F*		
TOI:	*05.1 Commercial Multi-Peril - Non-Liability Portion Only*	*Sub-TOI:*	*05.1003 Commercial Package*
Product Name:	*Telecommunications '07 Customarq*		
Project Name/Number:	*Telecommunications '07 CMQ/08-CMQ-2-F*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Explanatory Memo	Approved	Yes
Supporting Document	Side-By-Sides	Approved	Yes
Supporting Document	PDF version of Ex Memo	Approved	Yes
Supporting Document	Form 08-02-1718_0899 - Arkansas Mandatory Endorsement	Approved	Yes
Form	Supplementary Declarations for Telecommunications Property	Approved	Yes
Form	Supplementary Declarations For Telecommunications Property	Approved	Yes
Form	Supplementary Declarations For Telecommunications Property	Approved	Yes
Form	Supplementary Declarations for Telecommunications Property	Approved	Yes
Form	Supplementary Declarations For Telecommunications Business Income	Approved	Yes
Form	Supplementary Declarations for Telecommunications Business Income	Approved	Yes
Form	Supplementary Declarations for Telecommunications BI with R & D Income	Approved	Yes
Form	Supplementary Declarations for Telecommunications BI with R & D Income	Approved	Yes
Form	Telecommunications Extension For Property/Business Income Insurance Contract	Approved	Yes
Form	Additional Peril - Earthquake Limit/Deductible or Waiting Period - Telecommunications	Approved	Yes
Form	Ordinance Or Law Added for Towers or Antennas - Telecommunications	Approved	Yes
Form	Additional Exclusions - Telecommunications	Approved	Yes

Form	Subsidiary Limits of Insuarnce - Telecommunications	Approved	Yes
Form	Ordinance Or Law Deleted - Telecommunications	Approved	Yes
Form	Additional Peril - Combined Earthquake/EQSL Limit/Deductible or Waiting Period - Telecommunications	Approved	Yes
Form	Windstorm Or Hail Deductible (Overhead Communication Lines Or Transmission Property) Telecommunications	Approved	Yes
Form	Loss of On-Line Access Services - Overhead Utility Equipment - BI With Extra Expense	Approved	Yes
Form	Loss of Interconnect Services - Overhead Utility Equipment - BI With Extra Expense	Approved	Yes
Form	Additional Peril - Flood Limit/Deductible Or Waiting Period (Per Occurrence) - Telecommunications	Approved	Yes
Form	Loss of Utilities - Overhead Utility Equipment - BI With Extra Expense - Telecommunications	Approved	Yes
Form	Additiona Peril - Flood Limit/Deductible Or Waiting Period (Per Premises/Per Occurrence) - Telecommunications	Approved	Yes
Form	Supplementary Declarations - Property	Approved	Yes
Form	Supplementary Declarations - Business Income	Approved	Yes
Form	Property Insurance For the Telecommunications Industry	Approved	Yes
Form	Business Income With Extra Expense for the Telecommunications Industry	Approved	Yes
Form	Property Insurance For the Telecommunications Industry General Provisions	Approved	Yes
Form	Extra Expense for the Telecommunications Industry	Approved	Yes

Form	Valued Use & Occupancy For the Telecommunications Industry	Approved	Yes
Form	Special Property Provisions - Biological Agents - Telecommunications	Approved	Yes
Form	Special Business Income and ExtraExpense Provisions - Biological Agents - Telecommunications	Approved	Yes
Form	Amended Civil Authority & Deletion of Computer Virus Coverage - Telecommunications	Approved	Yes
Form	Special Electronic Data Provisions - Telecommunications	Approved	Yes
Form	Scheduled Telecommunications Property Coverage	Approved	Yes
Form	Additional Peril - Flood - Telecommunications	Approved	Yes
Form	Trip Transit Coverage - Telecommunications	Approved	Yes
Form	Agreed Limits of Insurance - Telecommunications	Approved	Yes
Form	Windstorm or Hail Deductible Or Waiting Period - Telecommunications	Approved	Yes
Form	Building or Telecommunications Property Coinsurance Condition Added	Approved	Yes
Form	Business Income Coinsurance Condition added - Telecommunications	Approved	Yes
Form	Telecommunications Property (Including Stock) Reporting Condition Added	Approved	Yes
Form	Business Income Reporting Condition Added - Telecommunications	Approved	Yes
Form	BI/EE - Ltd Period of Restoration/Includes Ordinance) Telecommunications	Approved	Yes
Form	Building Foundations or supports Added - Telecommunications	Approved	Yes
Form	Lenders/Loss Payee Condition Added	Approved	Yes
Form	Telecommunications Property Of Others -	Approved	Yes

	Specific Limit of Insurance		
Form	Telecommunications Property of Others Excluded	Approved	Yes
Form	Special Property and BI Deductible or Waiting Period - Telecommunications	Approved	Yes
Form	Partial Boiler & Machinery Exclusions - Telecommunications	Approved	Yes
Form	Additional Peril - Combined Water & Flood - Telecommunications	Approved	Yes
Form	Leased Telecommunications Property	Approved	Yes
Form	BI/EE - Extended Period of Restoration (Including Ordinance) - Telecommunications	Approved	Yes
Form	BI/EE - Ext Period of Restoration (Including Ordinance For Towers) - Telecommunications	Approved	Yes
Form	BI/EE - Ltd. Period of Restoration (Including Ordinance for Towers) - Telecommunications	Approved	Yes
Form	BI/EE - Ltd. Period of Restoration (Excludes Ordinance) - Telecommunications	Approved	Yes
Form	BI/EE - Ext. Period of Restoration (Excludes Ordinance) Telecommunications	Approved	Yes
Form	Impairment of Computer Service - Telecommunications	Approved	Yes
Form	Laptop Computer Coverage - Telecommunications	Approved	Yes
Form	Computer Virus Extension of Coverage - Telecommunications	Approved	Yes
Form	Additional Exclusions - Earthquake & Flood - Telecommunications	Approved	Yes
Form	Terrorism Exclusion Added - Telecommunications	Approved	Yes
Form	Terrorism Exclusio Added -	Approved	Yes

	Telecommunications		
Form	Terrorism Sublimit - Telecommunications	Approved	Yes
Form	Terrorism Sublimit - Telecommunications	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Telecommunications	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Telecommunications	Approved	Yes
Form	Certified Acts of Terrorism Sublimit/Exception for Certain Fire Losses - Telecommunications	Approved	Yes
Form	Certified Acts of Terrorism Sublimit - Telecommunications	Approved	Yes
Form	Post-TRIA Conditional Exclusion of Terrorism - Telecommunications	Approved	Yes
Form	Post-TRIA Conditional Exclusion of Terrorism - Telecmmunications	Approved	Yes
Form	Terrorism Sublimit - Telecommunications	Approved	Yes
Form	Terrorism Exclusion - Telecommunications	Approved	Yes
Form	Terrorism Exclusion - Telecommunications	Approved	Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/11/2008
Submitted Date	08/11/2008
Respond By Date	08/20/2008

Dear Jane Gutman,

On the Explanatory Memorandum: Property and Business Income - Page 8 of 16

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

Sincerely,
Llyweyia Rawlins

Please feel free to contact me if you have questions.
Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/25/2008
Submitted Date	08/25/2008

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: In response to your Objection letter of August 11, 2008, attached is a copy of previously approved Form 80-02-1718 (Rev. 8-99) - Arkansas Mandatory Endorsement. Please refer to the Condition titled Legal Action Against Us which provides for five (5) years in which to bring legal action. I trust this responds to your concerns and places you in a position to approve our filing. If additional information is needed or if I can be of further assistance, please do not hesitate to contact me.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Form 08-02-1718_0899 - Arkansas Mandatory Endorsement

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Jane Gutman, Karen Pender

Amendment Letter

Amendment Date:

Submitted Date: 07/25/2008

Comments:

I want to submit the PDF version of the Forms Explanatory Memo the word version was erroneously submitted.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: PDF version of Ex Memo

Comment: Forms Explanatory Memo

Telecom 2006 Expl Memo.pdf

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Supplementary Declarations for Telecommunications Property	80-02-0289	(Ed. 10-07)	Declaration News/Schedule		0.00	80-02-0289_1007.pdf
Approved	Supplementary Declarations For Telecommunications Property	80-02-0290	(Ed. 10-07)	Declaration News/Schedule		0.00	80-02-0290_1007.pdf
Approved	Supplementary Declarations For Telecommunications Property	80-02-0291	(Ed. 10-07)	Declaration News/Schedule		0.00	80-02-0291_1007.pdf
Approved	Supplementary Declarations for Telecommunications Property	80-02-0292	(Ed. 10-07)	Declaration News/Schedule		0.00	80-02-0292_1007.pdf
Approved	Supplementary Declarations For Telecommunications Business Income	80-02-0293	(Ed. 10-07)	Declaration News/Schedule		0.00	80-02-0293_1007.pdf
Approved	Supplementary Declarations for Telecommunications Business Income	80-02-0294	(Ed. 10-07)	Declaration News/Schedule		0.00	80-02-0294_1007.pdf
Approved	Supplementary Declarations for Telecommunications BI with R & D Income	80-02-0295	(Ed. 10-07)	Declaration News/Schedule		0.00	80-02-0295_1007.pdf
Approved	Supplementary	80-02-	(Ed. 10-	Declaration New		0.00	80-02-

	Declarations for Telecommunications BI with R & D Income	0296	07)	s/Schedule				0296_1007.pdf
Approved	Telecommunications Extension For Property/Business Income Insurance Contract	80-02-1109	(Ed. 10-07)	Other	New		0.00	80-02-1109_1007.pdf
Approved	Additional Peril - Earthquake Limit/Deductible or Waiting Period - Telecommunications	80-02-1573	(Rev. 10-07)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: 80-02-1573 (Ed. 1-99) Previous Filing #: none given our no 99-cmq-6-f	0.00	80-02-1573_1007.pdf
Approved	Ordinance Or Law Added for Towers or Antennas - Telecommunications	80-02-1576	(Rev. 10-07)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: 80-02-1576 (Ed. 1-99) Previous Filing #: none given our no 99-cmq-6-f	0.00	80-02-1576_1007.pdf
Approved	Additional Exclusions - Telecommunications	80-02-1577	(Rev. 10-07)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: 80-02-1577 (Rev. 9-01) Previous Filing #: none given our no 02-cmq-1-f	0.00	80-02-1577_1007.pdf
Approved	Subsidiary Limits of Insuarnce - Telecommunications	80-02-1579	(Rev. 10-07)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: 80-02-1579 (Rev. 9-01) Previous Filing #: none given our no 02-cmq-1-f	0.00	80-02-1579_1007.pdf
Approved	Ordinance Or	80-02-	(Rev. 10-	Endorseme	Replaced	Replaced Form #:	0.00	80-02-

	Law Deleted - Telecommunications	1582	07)	nt/Amendment/Conditions	80-02-1582 (Ed. 1-99) Previous Filing #: none given our no 99-cmq-6-f		1582_1007.pdf
Approved	Additional Peril - Combined Earthquake/EQSL Limit/Deductible or Waiting Period - Telecommunications	80-02-1593	(Rev. 10-07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #: 80-02-1593 (Ed. 1-99) Previous Filing #: none given our no 99-cmq-6-f	0.00	80-02-1593_1007.pdf
Approved	Windstorm Or Hail Deductible (Overhead Communication Lines Or Transmission Property) Telecommunications	80-02-1595	(Rev. 10-07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #: 80-02-1595 (Ed. 1-99) Previous Filing #: none given our no 99-cmq-6-f	0.00	80-02-1595_1007.pdf
Approved	Loss of On-Line Access Services - Overhead Utility Equipment - BI With Extra Expense	80-02-5218	(Ed. 10-07)	Endorsement/Amendment/Conditions New		0.00	80-02-5218_1007.pdf
Approved	Loss of Interconnect Services - Overhead Utility Equipment - BI With Extra Expense	80-02-5219	(Ed. 10-07)	Endorsement/Amendment/Conditions New		0.00	80-02-5219_1007.pdf
Approved	Additional Peril - Flood	80-02-5225	(Ed. 10-07)	Endorsement/Amendm Replaced	Replaced Form #: 80-02-1606 (Ed.	0.00	80-02-5225_1007.p

	Limit/Deductible Or Waiting Period (Per Occurrence) - Telecommunications			ent/Conditions	2-01) Previous Filing #: none given our no 01-cmp-8-f		df
Approved	Loss of Utilities - Overhead Utility Equipment - BI With Extra Expense - Telecommunications	80-02-5230	(Ed. 10-07)	Endorsement/Amendment/Conditions New		0.00	80-02-5230_1007.pdf
Approved	Additiona Peril - Flood Limit/Deductible Or Waiting Period (Per Premises/Per Occurrence) - Telecommunications	80-02-5231	(Ed. 10-07)	Endorsement/Amendment/Conditions New		0.00	80-02-5231_1007.pdf
Approved	Supplementary Declarations - Property	80-02-0096	(Rev. 3-02)	Declarations/Schedule Withdrawn	Replaced Form #: Previous Filing #: none given	0.00	
Approved	Supplementary Declarations - Business Income	80-02-0097	(Ed. 1-99)	Declarations/Schedule Withdrawn	Replaced Form #: Previous Filing #: none given	0.00	
Approved	Property Insurance For the Telecommunications Industry	80-02-1070	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00	
Approved	Business Income With Extra Expense for the	80-02-1071	(Ed. 1-99)	Endorsement/Amendment/Conditi Withdrawn	Replaced Form #: Previous Filing #:	0.00	

	Telecommunications Industry			ons	none given	
Approved	Property Insurance For the Telecommunications Industry General Provisions	80-02-1072	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Extra Expense for the Telecommunications Industry	80-02-1073	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Valued Use & Occupancy For the Telecommunications Industry	80-02-1074	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Special Property Provisions - Biological Agents - Telecommunications	80-02-1492	(Ed. 3-02)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Special Business Income and ExtraExpense Provisions - Biological Agents - Telecommunications	80-02-1493	(Ed. 3-02)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Amended Civil Authority & Deletion of Computer Virus Coverage - Telecommunicati	80-02-1494	(Ed. 3-02)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00

	ons					
Approved	Special Electronic Data Provisions - Telecommunications	80-02-1495	(Rev 5-04)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: 0.00 Previous Filing #: none given
Approved	Scheduled Telecommunications Property Coverage	80-02-1572	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: 0.00 Previous Filing #: none given
Approved	Additional Peril - Flood - Telecommunications	80-02-1574	(Rev. 7-00)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: 0.00 Previous Filing #: none given
Approved	Trip Transit Coverage - Telecommunications	80-02-1575	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: 0.00 Previous Filing #: none given
Approved	Agreed Limits of Insurance - Telecommunications	80-02-1578	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: 0.00 Previous Filing #: none given
Approved	Windstorm or Hail Deductible Or Waiting Period - Telecommunications	80-02-1580	(Rev. 5-00)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: 0.00 Previous Filing #: none given
Approved	Building or Telecommunications Property Coinsurance Condition Added	80-02-1581	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: 0.00 Previous Filing #: none given
Approved	Business Income Coinsurance Condition added - Telecommunications	80-02-1583	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: 0.00 Previous Filing #: none given
Approved	Telecommunicati	80-02-	(Ed. 1-99)	Endorsement	Withdrawn	Replaced Form #: 0.00

	ons Property (Including Stock) Reporting Condition Added	1584		nt/Amendment/Conditions	Previous Filing #: none given	
Approved	Business Income Reporting Condition Added - Telecommunications	80-02-1585	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	BI/EE - Ltd Period of Restoration/Includes Ordinance) Telecommunications	80-02-1586	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Building Foundations or supports Added - Telecommunications	80-02-1587	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Lenders/Loss Payee Condition Added	80-02-1588	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Telecommunications Property Of Others - Specific Limit of Insurance	80-02-1589	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Telecommunications Property of Others Excluded	80-02-1590	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Special Property and BI Deductible or Waiting Period -	80-02-1591	(Ed. 1-99)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00

	Telecommunications					
Approved	Partial Boiler & Machinery Exclusions - Telecommunications	80-02-1592	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	Additional Peril - Combined Water & Flood - Telecommunications	80-02-1594	(Rev. 7-00)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	Leased Telecommunications Property	80-02-1596	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	BI/EE - Extended Period of Restoration (Including Ordinance) - Telecommunications	80-02-1597	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	BI/EE - Ext Period of Restoration (Including Ordinance For Towers) - Telecommunications	80-02-1598	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	BI/EE - Ltd. Period of Restoration (Including Ordinance for Towers) -	80-02-1599	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00

	Telecommunications					
Approved	BI/EE - Ltd. Period of Restoration (Excludes Ordinance) - Telecommunications	80-02-1600	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	BI/EE - Ext. Period of Restoration (Excludes Ordinance) Telecommunications	80-02-1601	(Ed. 1-99)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	Impairment of Computer Service - Telecommunications	80-02-1602	(Ed. 5-00)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	Laptop Computer Coverage - Telecommunications	80-02-1603	(Ed. 12-00)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	Computer Virus Extension of Coverage - Telecommunications	80-02-1604	(Ed. 5-00)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	Additional Exclusions - Earthquake & Flood - Telecommunications	80-02-1605	(Ed. 01-01)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given 0.00
Approved	Terrorism	80-02-	(Ed. 01-	Endorsement	Withdrawn	Replaced Form #: 0.00

	Exclusion Added - Telecommunications	1607	02)	nt/Amendment/Conditions	Previous Filing #: none given	
Approved	Terrorism Exclusio Added - Telecommunications	80-02-1608	(Ed. 01-02)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Terrorism Sublimit - Telecommunications	80-02-1609	(Ed. 01-02)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Terrorism Sublimit - Telecommunications	80-02-1610	(Ed. 01-02)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Telecommunications	80-02-1661	(Rev. 12-07)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Telecommunications	80-02-1671	(Rev. 12-07)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Certified Acts of Terrorism Sublimit/Exception for Certain Fire Losses - Telecommunications	80-02-1677	(Rev. 12-07)	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #: Previous Filing #: none given	0.00

Approved	Certified Acts of Terrorism Sublimit - Telecommunications	80-02-1680	(Ed. 2-03)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Post-TRIA Conditional Exclusion of Terrorism - Telecommunications	80-02-5167	(Rev. 1-06)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Post-TRIA Conditional Exclusion of Terrorism - Telecmmunications	80-02-5168	(Rev. 1-06)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Terrorism Sublimit - Telecommunications	80-02-5171	(Ed. 4-05)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Terrorism Exclusion - Telecommunications	80-02-5178	(Ed. 4-05)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given	0.00
Approved	Terrorism Exclusion - Telecommunications	80-02-5179	(Ed. 4-05)	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #: none given	0.00

Property Insurance

Supplementary Declarations For Telecommunications 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
NON – OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PAIR AND SET
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 or except as otherwise stated below:
  - 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, including at a transmission premises only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

The Limits Of Insurance for:

- Leasehold Interest - Undamaged Tenant's Improvements And Betterments At A Transmission Premises; and
- Public Safety Service Charges At A Transmission Premises,

apply only at a transmission premises and only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

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
- 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
TRANSMISSION PREMISES	$ 50,000
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

Property Coverages	***Limit Of Insurance***
INSTALLATION	
ANY JOB SITE	$ 25,000
IN TRANSIT	$ 25,000
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
LEASEHOLD INTEREST – UNDAMAGED TENANT'S IMPROVEMENTS AND BETTERMENTS AT A TRANSMISSION PREMISES	$ 10,000
LOSS OF MASTER KEY	$ 15,000
LOSS PREVENTION EXPENSES	$ 10,000
MEDIA LIBRARY	$ 25,000
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
PUBLIC SAFETY SERVICE CHARGES AT A TRANSMISSION PREMISES	$ 10,000
TOWERS OR ANTENNAS	$ 5,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

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	$ 500,000
PERSONAL PROPERTY AT EXISTING PREMISES	$ 100,000
ELECTRONIC DATA PROCESSING EQUIPMENT	$ 250,000
ELECTRONIC DATA	$ 50,000
COMMUNICATION PROPERTY	$ 50,000
FINE ARTS	$ 15,000
TOWERS OR ANTENNAS	$ 50,000

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.

All other terms and conditions remain unchanged

Authorized Representative

Property Insurance

Supplementary Declarations For Telecommunications 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
NON – OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PAIR AND SET
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, or except as otherwise stated below:
  - 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, including at a transmission premises only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

The Limits Of Insurance for:

- Leasehold Interest – Undamaged Tenant's Improvements And Betterments At A Transmission Premises; and
- Public Safety Service Charges At A Transmission Premises,

apply only at a transmission premises and only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

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
- 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
TRANSMISSION PREMISES	$ 100,000
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

Property Coverages	*Limit Of Insurance*
INSTALLATION	
ANY JOB SITE	$ 50,000
IN TRANSIT	$ 50,000
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
LEASHOLD INTEREST – UNDAMAGED TENANT'S IMPROVEMENTS AND BETTEREMENTS AT A TRANSMISSION PREMISES	$ 25,000
LOSS OF MASTER KEY	$ 25,000
LOSS PREVENTION EXPENSES	$ 15,000
MEDIA LIBRARY	$ 50,000
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
PUBLIC SAFETY SERVICE CHARGES AT A TRANSMISSION PREMISES	$ 25,000
TOWERS OR ANTENNAS	$ 10,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

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	$1,000,000
PERSONAL PROPERTY AT EXISTING PREMISES	$ 100,000
ELECTRONIC DATA PROCESSING EQUIPMENT	$1,000,000
ELECTRONIC DATA	$ 250,000
COMMUNICATION PROPERTY	$ 250,000
FINE ARTS	$ 25,000
TOWERS OR ANTENNAS	$ 100,000

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.

All other terms and conditions remain unchanged

Authorized Representative

Property Insurance

Supplementary Declarations For Telecommunications 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
NON – OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PAIR AND SET
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, or except as otherwise stated below:
  - 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, including at a transmission premises only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

The Limits Of Insurance for:

- Leasehold Interest – Undamaged Tenant's Improvements And Betterments At A Transmission Premises; and
- Public Safety Service Charges At A Transmission Premises,

apply only at a transmission premises and only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

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.

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

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
- 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
TRANSMISSION PREMISES	$ 100,000
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
LEASEHOLD INTEREST – UNDAMAGED TENANANT'S IMPROVEMENTS AND BETTERMENTS AT A TRANSMISSION PREMISES	$ 25,000
LOSS OF MASTER KEY	$ 25,000
LOSS PREVENTION EXPENSES	$ 15,000
MEDIA LIBRARY	$ 50,000
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
PUBLIC SAFETY SERVICE CHARGES AT A TRANSMISSION PREMISES	$ 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	$1,000,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

Newly Acquired Premises Or Newly Acquired Or Constructed Property	*Limit Of Insurance*
PERSONAL PROPERTY AT EXISTING PREMISES	$ 100,000
ELECTRONIC DATA PROCESSING EQUIPMENT	$1,000,000
ELECTRONIC DATA	$ 250,000
COMMUNICATION PROPERTY	$ 250,000
FINE ARTS	$ 25,000
TOWERS OR ANTENNAS	$ 100,000

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.

All other terms and conditions remain unchanged

Authorized Representative

Property Insurance

Supplementary Declarations For Telecommunications 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:

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
NON – OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PAIR AND SET
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, or except as otherwise stated below:
  - 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, including at a transmission premises only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

The Limits Of Insurance for:

- Leasehold Interest – Undamaged Tenant's Improvements And Betterments At A Transmission Premises; and
- Public Safety Service Charges At A Transmission Premises,

apply only at a transmission premises and only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

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
- 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
TRANSMISSION PREMISES	$ 100,000
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
LEASEHOLD INTEREST – UNDAMAGED TENANANT'S IMPROVEMENTS AND BETTERMENTS AT A TRANSMISSION PREMISES	$ 25,000
LOSS OF MASTER KEY	$ 25,000
LOSS PREVENTION EXPENSES	$ 15,000
MEDIA LIBRARY	$ 50,000
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
PUBLIC SAFETY SERVICE CHARGES AT A TRANSMISSION PREMISES	$ 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	$1,000,000

Property Insurance

Supplementary Declarations

Effective Date

Policy Number

Newly Acquired Premises Or Newly Acquired Or Constructed Property	*Limit Of Insurance*
PERSONAL PROPERTY AT EXISTING PREMISES	$ 100,000
ELECTRONIC DATA PROCESSING EQUIPMENT	$1,000,000
ELECTRONIC DATA	$ 250,000
COMMUNICATION PROPERTY	$ 250,000
FINE ARTS	$ 25,000
TOWERS OR ANTENNAS	$ 100,000

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.

All other terms and conditions remain unchanged

Authorized Representative

Property Insurance

Supplementary Declarations For Telecommunications 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, Preparation Of Loss Fees and Loss Of Utilities, 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 anywhere within the Coverage Territory, except at premises shown in the Declarations.

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

The Limit Of Insurance for Loss Of Utilities applies:

A. at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations; and

B. at your **transmission premises** only if:

   1. the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report; and

   2. a Limit Of Insurance for Transmission Property is shown in the Declarations.

Business Income Coverages	*Limit Of Insurance*
ANY OTHER LOCATION	$ 25,000
CONTRACTUAL PENALTIES	$ 10,000
DEPENDENT BUSINESS PREMISES	$ 100,000
EXHIBITION, FAIR OR TRADE SHOW	$ 10,000
INGRESS & EGRESS	$ 25,000
LOSS OF INTERCONNECT SERVICES	$ 10,000
LOSS OF ON-LINE ACCESS SERVICES	$ 10,000
LOSS OF UTILITIES	
AT PREMISES, Except Transmission Premises	$ 15,000
AT TRANSMISSION PREMISES	$ 5,000
MOBILE EQUIPMENT	$ 5,000
POLLUTANT CLEAN-UP OR REMOVAL	$ 10,000
PREPEARATION OF LOSS FEES	$ 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:

Newly Acquired Premises	*Limit Of Insurance*
BUSINESS INCOME	$ 100,000

All other terms and conditions remain unchanged

Authorized Representative

Property Insurance

Supplementary Declarations For Telecommunications 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, Preparation Of Loss Fees and Loss Of Utilities, 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 anywhere within the Coverage Territory, except at premises shown in the Declarations.

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

The Limit Of Insurance for Loss Of Utilities applies:

A. at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations; and

B. at your **transmission premises** only if:

   1. the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report; and

   2. a Limit Of Insurance for Transmission Property is shown in the Declarations.

Business Income Coverages	*Limit Of Insurance*
ANY OTHER LOCATION	$ 50,000
CONTRACTUAL PENALTIES	$ 25,000
DEPENDENT BUSINESS PREMISES	$ 250,000
EXHIBITION, FAIR OR TRADE SHOW	$ 25,000
INGRESS & EGRESS	$ 50,000
LOSS OF INTERCONNECT SERVICES	$ 10,000
LOSS OF ON-LINE ACCESS SERVICES	$ 10,000
LOSS OF UTILITIES	
AT PREMISES, Except Transmission Premises	$ 25,000
AT TRANSMISSION PREMISES	$ 15,000
MOBILE EQUIPMENT	$ 10,000
POLLUTANT CLEAN-UP OR REMOVAL	$ 25,000
PREPARATION OF LOSS FEES	$ 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:

Newly Acquired Premises	*Limit Of Insurance*
BUSINESS INCOME	$ 250,000

All other terms and conditions remain unchanged

Authorized Representative

Property Insurance

Supplementary Declarations For Telecommunications 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, Preparation Of Loss Fees and Loss Of Utilities, 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 anywhere within the Coverage Territory, except at premises shown in the Declarations.

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

The Limit Of Insurance for Loss Of Utilities applies:

A. at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations; and

B. at your **transmission premises** only if:

   1. the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report; and

   2. a Limit Of Insurance for Transmission Property is shown in the Declarations.

Business Income Coverages	*Limit Of Insurance*
ANY OTHER LOCATION	$ 25,000
CONTRACTUAL PENALTIES	$ 10,000
DEPENDENT BUSINESS PREMISES	$ 100,000
EXHIBITION, FAIR OR TRADE SHOW	$ 10,000
NEWLY ACQUIRED RESEARCH AND DEVELOPMENT INCOME	
ANY ONE WRITTEN AGREEMENT	$ 100,000
FOR ALL WRITTEN AGREEMENTS	$ 500,000
INGRESS & EGRESS	$ 25,000
LOSS OF INTERCONNECT SERVICES	$ 10,000
LOSS OF ON-LINE ACCESS SERVICES	$ 10,000
LOSS OF UTILITIES	
AT PREMISES, Except Transmission Premises	$ 15,000
AT TRANSMISSION PREMISES	$ 5,000
MOBILE EQUIPMENT	$ 5,000
POLLUTANT CLEAN-UP OR REMOVAL	$ 10,000
PREPARATION OF LOSS FEES	$ 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:

Newly Acquired Premises	*Limit Of Insurance*
BUSINESS INCOME	$ 100,000

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Supplementary Declarations For Telecommunications 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, Preparation Of Loss Fees and Loss Of Utilities, 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 anywhere within the Coverage Territory, except at premises shown in the Declarations.

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

The Limit Of Insurance for Loss Of Utilities applies:

A. at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations; and

B. at your **transmission premises** only if:

   1. the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report; and

   2. a Limit Of Insurance for Transmission Property is shown in the Declarations.

Business Income Coverages	*Limit Of Insurance*
ANY OTHER LOCATION	$ 50,000
CONTRACTUAL PENALTIES	$ 25,000
DEPENDENT BUSINESS PREMISES	$ 250,000
EXHIBITION, FAIR OR TRADE SHOW	$ 25,000
NEWLY ACQUIRED RESEARCH AND DEVELOPMENT INCOME	
ANY ONE WRITTEN AGREEMENT	$ 250,000
FOR ALL WRITTEN AGREEMENTS	$1,000,000
INGRESS & EGRESS	$ 50,000
LOSS OF INTERCONNECT SERVICES	$ 10,000
LOSS OF ON-LINE ACCESS SERVICES	$ 10,000
LOSS OF UTILITIES	
AT PREMISES, Except Transmission Premises	$ 25,000
AT TRANSMISSION PREMISES	$ 15,000
MOBILE EQUIPMENT	$ 10,000
POLLUTANT CLEAN-UP OR REMOVAL	$ 25,000
PREPARATION OF LOSS FEES	$ 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:

Newly Acquired Premises	*Limit Of Insurance*
BUSINESS INCOME	$ 250,000

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Telecommunications Extension For Property/Business Income Insurance

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Telecommunications 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 Telecommunications Extension For Property/Business Income Insurance.

Except for the:

- Property And Business Income Coverages For Transmission Property;
- Loss of Utilities Amended Business Income Additional Coverage; and
- Amended Debris Removal Coverage,

contained in this Extension, none of the coverages contained in:

- this Telecommunications Extension For Property/Business Income Insurance; or
- the other property, business income or extra expense forms that comprise this policy,

apply at a **transmission premises**.

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.

Property Premises Coverages
(continued)

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.

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 Coverage is added:

Property Additional Coverage

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.

Telecommunications Extension For Property/Business Income Insurance

The following Property And Business Income Additional Coverages are added:

Property And Business Income Additional Coverages

Overhead Communication Lines

Subject to the terms and conditions of the:

A. Building And Personal Property contract, we will pay for direct physical loss or damage to **overhead communication lines** caused by or resulting from a peril not otherwise excluded; and

B. Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income Coverage contract, we will pay the actual:

1. **business income** loss you incur due to the actual impairment of your **operations**; and
2. **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, caused by or resulting from direct physical loss or damage by a **covered peril** to **overhead communication lines**,

not to exceed the applicable Limit Of Insurance for Overhead Communication Lines shown in the Declarations.

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 Overhead Communications Lines expires; or
- first 24 normal business hours following the direct physical loss or damage expires,

whichever is the longer.

Underground Or Submarine Communication Lines

Subject to the terms and conditions of the:

A. Building And Personal Property contract, we will pay for direct physical loss or damage to **underground or submarine communication lines** caused by or resulting from a peril not otherwise excluded; and

B. Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income Coverage contract, we will pay the actual:

1. **business income** loss you incur due to the actual impairment of your **operations**; and
2. **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, caused by or resulting from direct physical loss or damage by a **covered peril** to **underground or submarine communication lines**,

not to exceed the applicable Limit Of Insurance for Underground Or Submarine Communication Lines shown in the Declarations.

Property And Business Income Additional Coverages

Underground Or Submarine Communication Lines (continued)

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 Underground Or Submarine Communication Lines expires; or
- first 24 normal business hours following the direct physical loss or damage expires.

whichever is the longer.

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**, **overhead communication lines**, **underground or submarine communication lines**, **media library**, **electronic data processing equipment**, **communication property** or **transmission 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.

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, Overhead Communication Lines, Underground Or Submarine Communication Lines or Transmission Property 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 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.

Amended Debris Removal Coverage

Debris Removal (continued)

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**, **overhead communication lines**, **underground or submarine communication lines**, **media library**, **electronic data processing equipment**, **communication property** or **transmission 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission property** as 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:

- **transmission property** only if a Limit Of Insurance for Transmission Property is shown in the Declarations; and
- **electronic data processing equipment**, **communication property** or **media library**, regardless of whether a Limit Of Insurance for Debris Removal is shown in the Declarations.

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

Loss Of Utilities (continued)

- **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, including your **transmission 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:

A. does not apply 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;

B. does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**; and

C. applies to **transmission premises** only if:
   1. a Limit Of Insurance for Transmission Property is shown in the Declarations; and
   2. the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report.

Telecommunications Extension For Property/Business Income Insurance

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**.

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**,

Loss Of On-Line Access Services
(continued)

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 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 Business Income shown under Mobile Equipment 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 **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.

Telecommunications Extension For Property/Business Income Insurance

The following Property And Business Income Coverages For Transmission Property are added only if a Limit Of Insurance for Transmission Property is shown in the Declarations. **Business income** loss and **extra expense** is provided only if the Business Income With Extra Expense or the Business Income With Extra Expense And Research And Development Income Coverage contract is made part of this policy.

Property And Business Income Coverages For Transmission Property

Transmission Property

Subject to the terms and conditions of the:

A. Building And Personal Property contract, we will pay for direct physical loss or damage to **transmission property** caused by or resulting from a peril not otherwise excluded; and

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

1. **business income** loss you incur due to the actual impairment of your **operations**; and
2. **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, caused by or resulting from direct physical loss or damage by a **covered peril** to **transmission property**,

not to exceed the applicable Limit Of Insurance for:

- Transmission Property Each Premises shown in the Declarations, which applies separately to each **transmission premises**; and
- Transmission Property Each Occurrence shown in the Declarations, which applies separately to each **occurrence**, regardless of the number of **transmission premises**.

Paragraph B. immediately above applies only if:

- the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report; and
- a Limit Of Insurance for Transmission Property is shown in the Declarations.

Leasehold Interest – Undamaged Tenant's Improvements And Betterments

Subject to the terms and conditions of the Building And Personal Property contract we will pay for the value of undamaged **tenant's improvements and betterments** when your lease is canceled:

- by the lessor; and
- by a valid condition of your lease,

due to direct physical loss or damage to **building** or **personal property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Leasehold Interest – Undamaged Tenant's Improvements And Betterments At A Transmission Premises shown in the Declarations.

The loss or damage must occur at a **transmission premises**.

Preparation Of Loss Fees

Subject to the terms and conditions of the:

A. Building And Personal Property contract, we will pay the reasonable and necessary expenses we require you to incur after covered direct physical loss or damage to **transmission property** to determine the extent of such loss or damage; and

B. Business Income With Extra Expense or the Business Income With Extra Expense And Research And Development Income Coverage contract, we will pay the reasonable and necessary expenses and fees incurred following covered loss or damage to certify your **business income** loss or **extra expense**,

not to exceed the applicable Limit Of Insurance for Preparation Of Loss Fees shown in the Declarations.

This Property And Business Income Coverage For Transmission Property does not apply to any expenses you incur for any:

- insurance adjuster, consultant or attorney; or
- for your subsidiaries or affiliates.

Civil Authority – Transmission Property

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; or
- **extra expense**,

you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to your **transmission premises** by a civil authority.

This prohibition of access by a civil authority must be the direct result of direct physical loss or damage to property away from such **transmission premises** by a **covered peril**, provided such property is within:

- one mile; or
- the applicable miles shown in the Declarations,

from such **transmission premises**, whichever is greater.

The most we will pay for Civil Authority – Transmission Property is the applicable Limit Of Insurance for Transmission Property shown in the Declarations.

The coverage for:

A. **business income** will begin:

1. after the applicable waiting period shown in the Declarations for Transmission Property expires; or
2. 24 normal business hours following the time the civil authority prohibits access,

whichever is the longer.

Property And Business Income Coverages For Transmission Property

Civil Authority – Transmission Property (continued)

The Waiting Period shown in the Declarations will begin immediately following the time the civil authority prohibits access.

The coverage will apply for a period of:

- up to 30 consecutive days after coverage begins; or
- when your **business income** loss ends,

whichever occurs first; and

B. **extra expense** will begin immediately after the time the civil authority prohibits access and will end:

1. 30 consecutive days after the coverage begins; or
2. whenever your **business income** coverage ends,

whichever is later.

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

Public Safety Service Charges

Subject to the terms and conditions of the Building And Personal Property contract, we will pay the charges you:

- assume under any contract or agreement; or
- are required to pay by local ordinance,

in effect at the time of the direct physical loss or damage, if a fire department or other municipal agency charged with preserving public safety is called to save or protect **transmission property** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Public Safety Charges At A Transmission 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 additional exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Additional Exclusions
(continued)

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

Amended Exclusion

The Nuclear Hazard exclusion contained in the Building And Personal Property contract is deleted and replaced with the following:

Nuclear Hazard

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, 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 Nuclear Hazard amended exclusion does not apply to ensuing loss or damage to:

- **building**;
- **personal property**;
- **personal property of employees**;
- **research and development property**; or
- **transmission property**,

caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Additional Loss Payment Basis Exception

The following Loss Payment Basis Exception is added:

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.

Amended Loss Payment Basis Exception

The Nuclear Hazard Loss Payment Basis Exception contained in the Building And Personal Property contract is deleted and replaced with the following:

Nuclear Hazard

Building, **personal property**, **personal property of employees**, **research and development property** and **transmission property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis.

Additional Loss Payment Limitations

The following Loss Payment Limitations are added:

Loss Or Damage To Property Used To Provide Interconnect Or On – Line Access Services

We will not pay for **business income** loss or **extra expense** caused by or resulting from loss or damage 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**,

necessary for **interconnect services** or **on-line access**, except as provided for in the:

- Loss Of Interconnect Services Business Income Additional Coverage; or
- Loss Of On-Line Access Services Business Income Additional Coverage.

Media Library

We will not pay for loss or damage to **media library**, except as provided for in the Media Library Property Premises Coverage.

Mobile Equipment

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.

Overhead Communication Lines

We will not pay for loss or damage to **overhead communication lines**, including any resulting **business income** loss or **extra expense**, except as provided for in the:

- Overhead Communication Lines Property And Business Income Additional Coverage; or
- Property And Business Income Coverages for Transmission Property.

Additional Loss Payment Limitations
(continued)

Satellites And Their Component Parts

We will not pay for:

- 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.

Towers Or Antennas

We will not pay for loss or damage to **towers or antennas**, except as provided for in the:

- Towers Or Antennas Property Premises Coverage;
- Newly Acquired Towers Or Antennas Property Additional Coverage; or
- Property And Business Income Coverages For Transmission Property.

Underground Or Submarine Communication Lines

We will not pay for loss or damage to **underground or submarine communication lines**, including any resulting **business income** loss or **extra expense**, except as provided for in the:

- Underground Or Submarine Communication Lines Property And Business Income Additional Coverage; or
- Property And Business Income Coverages For Transmission Property.

The Business Income Coinsurance Additional 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;

Amended Condition

Business Income Coinsurance (continued)

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. Overhead Communication Lines;
12. Pollutant Clean-up Or Removal;
13. Preparation Of Loss Fees;
14. Property And Business Income Coverages for Transmission Property; and
15. Underground Or Submarine Communication Lines.

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 under Business Income With Extra Expense shown 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,

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 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 by step C.

Amended Condition

Business Income Coinsurance (continued)

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.

If a Limit Of Insurance for Transmission Property is shown in the Declarations, the following Condition is added:

Additional Condition

Transmission Property Annual Reporting Requirement

A. Reporting of Values

You must report to us:

- at the inception of this insurance; and
- within 30 days after the end of the annual period,

the location of all **transmission property**, whether completed and in use or in the course of construction, with the 100% replacement value of **transmission property** at each **transmission premises**.

If, at the time of loss or damage, you have failed to submit the first report of values, we will not pay more than 75% of the amount we would otherwise have paid.

B. Premium Adjustment

The premium you pay for **transmission property** will be based on the report of values you furnished at the inception of this insurance. Upon receipt of the final report for the term of this insurance, an additional premium will be charged based on 50% of the annual increase of the values over the initial report filed at the inception of the insurance.

Additional Condition

Transmission Property Annual Reporting Requirement (continued)

C. Loss Payment Determination

If the amount of the covered direct physical loss or damage is $100,000 or less, we will pay the amount of such loss or damage in excess of the applicable deductible shown in the Declarations.

If the amount of the covered direct physical loss or damage is more that $100,000, our maximum loss payment will be determined as follows:

1. divide the value reported in the last report of values submitted to us prior to the loss or damage, by the actual value of the covered **transmission property** on the last day of the reporting period;
2. multiply the total amount of the covered direct physical loss or damage, before the application of any deductible, by the amount determined in step 1. above; and
3. subtract the applicable deductible shown in the Declarations from the amount determined in step 2.

D. Reports In Excess Of The Limits Of Insurance

If the values you report for **transmission property** exceed the applicable Limit Of Insurance for Transmission Property shown in the Declarations, we will determine the additional premium based on all the values you reported.

In no event will we pay more than the applicable Limit Of Insurance for Transmission Property shown in the Declarations.

The Dependent Business Premises, 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

Dependent Business Premises

Dependent business premises means premises operated by others upon whom you depend to:

- deliver materials or services to you or others for your account (contributing premises);
- accept your products or services (recipient premises);
- manufacture products for delivery to your customers under contract of sale (manufacturing premises); or
- attract customers to your business (leader premises).

Dependent business premises does not mean any:

A. premises operated by others upon whom you depend to:

1. deliver utility services to you; or
2. accept utility services from you;

B. premises of an **on-line access** provider; or

C. **transmission premises**.

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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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 completed 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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,

Amended Definitions

Period Of Restoration (continued)

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

- **personal property of a utility**; or
- **personal property of 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission property** is located.

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**.

Additional Definitions

The following definitions are added:

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.

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**.

Overhead Communication Lines

Overhead Communication lines means;

- overhead cable, wire or other lines;
- overhead communication equipment; and
- supporting towers and poles for the foregoing,

used to transmit signals.

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**;

Additional Definitions

Towers Or Antennas (continued)

- **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 not own, occupy and are not legally or contractually required to insure.

Transmission Premises

Transmission premises means a premises used exclusively for microwave or other radio transmission.

Transmission premises does not mean a premises shown in the Declarations.

Transmission Property

Transmission property means:

- **building**;
- **personal property**;
- **electronic data processing property**;
- **towers or antennas**;
- **overhead communication lines**; and
- **underground or submarine communication lines**,

at a **transmission premises**.

Transmission property includes:

- foundations or supports below the surface of the lowest floor or basement for **building** under construction; and
- **building** under construction,

at a **transmission premises**.

Transmission property does not mean satellites and their component parts.

Underground Or Submarine Communication Lines

Underground or submarine communications lines means cable, wire or other lines or equipment:

- below ground level;
- under water; or
- in conduit on or near the surface of the ground, but not overhead, across bridges or through tunnels,

used to transmit signals.

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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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., F. and G. 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 for in paragraphs E. and F. 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 Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Earthquake exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

F. If Transmission Property is shown in the Schedule above, the Earthquake exclusion is deleted:

1. with respect to the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance included in this policy; and
2. at any of your **transmission premises** only if such **transmission premises** were reported in the last report of **transmission premises** you filed with us or was acquired after the date of your last report.

Additional Exclusions

Earthquake (continued)

G. 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;
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.

H. The Earthquake exclusion and any **earthquake** limitations are not deleted and remain in effect for Civil Authority – Transmission Property.

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

Limits Of Insurance

Earthquake
(continued)

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 **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 Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, the applicable deductible shown in the Schedule above applies separately at each premises for each **occurrence**.

E. If a deductible applicable to Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines 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).

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:

Under Loss Payment Basis, the following is added:

Loss Payment Basis

Ordinance Or Law – Towers Or Antennas

If there is an ordinance or law in effect at the time of loss or damage that regulates zoning, land use or construction of **towers or antennas**, and if that ordinance or law affects the repair or replacement of the lost or damaged **towers or antennas**, and if you:

A. repair or replace the **towers or antennas** as soon as reasonably possible, the valuation will include:

1. a. the replacement cost of the damaged and undamaged portions of the **towers or antennas**; or

   b. the actual cash value of the damaged and undamaged portions of the **towers or antennas** (if the applicable Loss Payment Basis shown in the Declarations is Actual Cash Value);

2. the costs to demolish and clear the site of the undamaged portion of the **towers or antennas**; and

3. the increased cost to repair or replace the **towers or antennas** to the same general size at the same site to the minimum standards of such ordinance or law, except we will not include any costs:

   a. for land, water or air, either inside or outside of a structure;

Ordinance Or Law – Towers Or Antennas (continued)

b. for paved or concrete surfaces, retaining walls, foundations or supports below the surface of the lowest floor or basement, unless specifically covered by this policy, or **outdoor trees, shrubs, plants or lawns**;

c. incurred outside the legal property boundary of the premises shown in the Declarations;

d. if **towers or antennas** are valued on an actual cash value basis; or

e. attributable to any ordinance or law that you were required to, but failed to, comply with before the loss; or

B. do not repair or replace the **towers or antennas**, the valuation will include:

1. the actual cash value of the damaged and undamaged portions of the **towers or antennas**; and

2. the cost to demolish and clear the site of the undamaged portion of the **towers or antennas**.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and
- an excluded peril,

the valuation will not include the Ordinance Or Law costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including Ordinance Or Law costs, unless the Ordinance Or Law applies solely to that portion of the **towers or antennas** which suffered the covered direct physical loss or damage.

This Loss Payment Basis does not apply to:

- any increase in costs, loss or damage associated with the enforcement of any ordinance or law 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 assess the effects of **fungus** or **pollutants**; or
- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination,

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 Ordinance Or Law Loss Payment Basis does not apply to the Fungus Clean-up Or Removal Premises Coverage or Pollutant Clean-up Or Removal Premises Coverage.

If a maximum value for ordinance or law is shown in the Declarations, then, subject to the applicable Limits Of Insurance shown in the Declarations, such maximum value is the most we will consider under Ordinance Or Law.

Property Insurance

Endorsement

Effective Date

Policy Number

Under Definitions, the definition of Period Of Restoration is 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, overhead communication lines**, **underground or submarine communication lines** or **transmission 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, overhead communication lines**, **underground or submarine communication lines** or **transmission 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, overhead communication lines, underground or submarine communication lines** or **transmission 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, overhead communication lines, underground or submarine communication lines** or **transmission property** is actually repaired or replaced and your **operations** are restored.

Amended Definitions

Period Of Restoration (continued)

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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission property** is located.

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.

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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Under Additional Exclusions, the exclusions shown in the Schedule above are added.

Additional Exclusions

Except for In Transit, International Air Shipments, Any Other Location, Exhibition, Fair Or Trade Show, Salespersons Samples, Deferred Payments, Installation, Mobile Equipment, Overhead Communication Lines, Underground Or Submarine Communication Lines, Transmission Property and Newly Acquired Property, 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, Mobile Equipment, Overhead Communication Lines, Underground Or Submarine Communication Lines and Newly Acquired Property, these exclusions:

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

If Transmission Property is shown above, these exclusions:

- apply to all of the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance; 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**.

Additional Exclusions
(continued)

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
- 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**.

Additional Exclusions
(continued)

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
- 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.

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 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

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

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Policy Number

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, Installation, Mobile Equipment, Overhead Communication Lines, Underground Or Submarine Communication Lines, Transmission Property, Newly Acquired Property or 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, Installation, Mobile Equipment, Overhead Communication Lines, Underground Or Submarine Communication Lines, Transmission Property, Newly Acquired Property or Newly Acquired Towers Or Antennas.

Under Conditions, the following are added:

Conditions

Building And Personal Property Coinsurance

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

Conditions
(continued)

Business Income Coinsurance

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

Definitions

Under Definitions, the following definitions are added:

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**.

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:

Definitions

Inundation, Back-Up And Mudflow (continued)

- 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**.

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.

Definitions

Spoilage (continued)	**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**.
Theft	**Theft** means the unlawful taking and carrying away of covered property with the intent to deprive the rightful owner of that covered property.
Vandalism	**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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Under Loss Payment Basis, and only with respect to the premises shown in the Schedule above, Replacement Cost Basis, Actual Cash Value Basis and Ordinance Or Law are deleted, and the following are added:

Loss Payment Basis

Replacement Cost

Lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage, but not more than you actually spend to repair or replace such property at the same or another location for the same use or occupancy. There is no deduction for physical deterioration or depreciation.

If you replace the lost or damaged covered property, the valuation will include customs duties incurred.

If you do not repair or replace the covered property, we will only pay as provided under Actual Cash Value Basis.

If you commence the repair or replacement of the lost or damaged covered property within 24 months from the date of the loss or damage, we will pay you the difference between the actual cash value previously paid and the lesser of the:

- replacement cost at the time of loss or damage; or
- actual costs you incur to repair or replace.

If the Loss Payment Basis shown in the Declarations for **contractors' equipment** or **mobile equipment** is replacement cost basis, valuation for **contractors' equipment** or **mobile equipment** will be in accordance with the replacement cost basis for **personal property**.

Replacement Cost Basis does not include any costs resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair or replacement of any property; or
- requires the tearing down of any property, including the cost of removing its debris.

Payment under the Replacement Cost Basis will not be made until the completion of the repairs or the replacement of the covered property.

Actual Cash Value

If the Loss Payment Basis shown in the Declarations is actual cash value, lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- physical depreciation;
- obsolescence; and

Loss Payment Basis

Actual Cash Value (continued)

- depletion.

Contractors' equipment and **mobile equipment** are valued on an actual cash value basis as described above, unless the Loss Payment Basis shown in the Declarations is replacement cost.

Actual Cash Value Basis does not include any costs resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair, or replacement of any property; or
- requires the tearing down of any property, including the cost of removing its debris.

If Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income Coverage are shown above, the following applies:

Under Definitions, and only with respect to the premises shown in the Schedule above, the definition of Period Or Restoration is deleted and replaced with the following:

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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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 repair or replace the **property**, **overhead communication lines**, **underground or submarine communication lines** or **transmission property**, 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission property** is actually repaired or replaced and your **operations** are restored.

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,

Definitions

Period Of Restoration (continued)

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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission property** is located.

Period of restoration does not include any increased period of time resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair or replacement of any property;
- requires the tearing down of any property, including the removal of such property; or
- requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **fungus** or **pollutants**, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.

If Rental Income is shown above, the following applies.

Under Definitions, and only with respect to the premises shown in the Schedule above, the definition of Period Of Restoration is deleted, and replaced with the following:

Definitions

Period Of Restoration

Period of restoration means the period of time that 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, alterations or repairs to, the structure.

Definitions

Period Of Restoration (continued)

Period of restoration will continue until your **operations** are restored with reasonable speed, to the level which would generate the **rental income** amount that would have existed if no direct physical loss or damage occurred, including the time required to repair or replace the **property**, not to exceed the applicable number of days shown as Extended Period in the Declarations, beginning on the date the lost or damaged **property** is actually repaired or replaced and your **operations** are restored.

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

If loss or damage occurs at a utility, for the purpose of determining **period of restoration** following such loss or damage, **property** should also include **personal property of a utility**.

In determining the **rental 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.

Period of restoration does not include any increased period of time resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair or replacement of any property;
- requires the tearing down of any property, including the removal of such property; or
- requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **fungus** or **pollutants**, except as provided under the Fungus Clean-up Or Removal or the Pollutant Clean-up Or Removal Premises Coverages.

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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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., F, and G. 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 paragraphs E. and F. 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 Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Earthquake exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

F. If Transmission Property is shown in the Schedule above, the Earthquake exclusion is deleted:

1. with respect to the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance included in this policy; and
2. at any of your **transmission premises** only if such **transmission premises** were reported in the last report of **transmission premises** you filed with us or was acquired after the date of your last report.

Additional Exclusions

Earthquake (continued)

G. 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;
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.

H. The Earthquake exclusion and any **earthquake** limitations are not deleted and remain in effect for Civil Authority – Transmission Property.

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

Limits Of Insurance

Earthquake/Earthquake Sprinkler Leakage (continued)

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 **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 Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, the applicable deductible shown in the Schedule above applies separately at each premises for each **occurrence**.

E. If a deductible applicable to Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines 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).

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.

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

- Overhead Communication Lines Property And Business Income Additional Coverage;
- Property And Business Income Coverages For Transmission Property; and
- forms shown above;

and is replaced by the following:

Deductible

A. The most we will pay, in any **occurrence**, for direct physical loss or damage to **overhead communication lines** or **transmission property** 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 **overhead communication lines** or **transmission property** 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:
   a. Overhead Communication Lines; or
   b. Transmission Property.

E. Property Damage Dollar Deductible:

The applicable Limits Of Insurance for Overhead Communication Lines and Transmission Property:

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

Business Income Additional Coverages

Under Business Income Additional Coverages, and only with respect to any premises shown in the Declarations where a Limit Of Insurance for Loss Of On-Line Access Services – Overhead Communication, Transmission Or Distribution Equipment is shown, Loss Of On-Line Access Services is deleted and replaced with the following:

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**,

Business Income Additional Coverages

Loss Of On-Line Access Services (continued)

including **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**.

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

Limits Of Insurance

Subject to the applicable Limits Of Insurance for Loss Of On-Line Access Services, 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 On-Line Access Services – Overhead Communication, Transmission Or Distribution Equipment shown in the Declarations.

Any payment we make for Loss Of On-Line Access Services – Overhead Communication, Transmission Or Distribution Equipment will reduce the applicable Limit Of Insurance for Loss Of On-Line Access Services 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:

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

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**,

Business Income Additional Coverages

Loss Of Interconnect Services (continued)

including **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**.

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

Limits Of Insurance

Subject to the applicable Limits Of Insurance for Loss Of Interconnect Services, 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 Interconnect Services – Overhead Communication, Transmission Or Distribution Equipment shown in the Declarations.

Any payment we make for Loss Of Interconnect Services – Overhead Communication, Transmission Or Distribution Equipment will reduce the applicable Limit Of Insurance for Loss Of Interconnect Services 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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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., F. and G. 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 for in paragraphs E. and F. 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 Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Flood exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

F. If Transmission Property is shown in the Schedule above, the Flood exclusion is deleted:

1. with respect to the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance included in this policy; and
2. at any of your **transmission premises** only if such **transmission premises** were reported in the last report of **transmission premises** you filed with us or was acquired after the date of your last report.

Additional Exclusions

Flood
(continued)

G. 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;
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.

H. The Flood exclusion and any **flood** limitations are not deleted and remain in effect for Civil Authority – Transmission Property.

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 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 **flood**, is the lesser of the applicable:

4. Limits Of Insurance shown in the Declarations; or

Limits Of Insurance

Flood
(continued)

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:

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
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).

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.

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

Deductible
(continued)

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

Endorsement

Effective Date

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:

Amended Business Income Additional Coverage

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:

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, including your **transmission 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:

A. does not apply 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;

B. does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**; and

C. applies to **transmission premises** only if:

   1. a Limit Of Insurance for Transmission Premises is shown in the Declarations; and
   2. the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report.

Property Insurance

Endorsement

Effective Date

Policy Number

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:

Limits Of Insurance

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.

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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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., F. and G. 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 paragraphs E. and F. 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 Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Flood exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

F. If Transmission Property is shown in the Schedule above, the Flood exclusion is deleted:

1. with respect to the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance included in this policy; and

Additional Exclusions

Flood
(continued)

2. at any of your **transmission premises** only if such **transmission premises** were reported in the last report of **transmission premises** you filed with us or was acquired after the date of your last report.

G. 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;
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.

H. The Flood exclusion and any **flood** limitations are not deleted and remain in effect for Civil Authority – Transmission Property.

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 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 **flood**, is the lesser of the applicable:

4. Limits Of Insurance shown in the Declarations; or

Limits Of Insurance

Flood
(continued)

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:

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
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 Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, the applicable deductible shown in the Schedule above applies separately at each premises for each **occurrence**.

E. If a deductible applicable to Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines 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).

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.

Deductible
(continued)

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.

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 Loss Payment Basis, the following is added:

Loss Payment Basis

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**.

Property Insurance

Endorsement

Effective Date

Policy Number

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

Definitions

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.

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.

Definitions

Primary Insurance (continued)

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

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Review Status: Approved 08/25/2008

Comments:
Arkansas Form F77
Arkansas Form F778

Attachments:
Arkansas F777.pdf
F778 Arkansas.pdf

Satisfied -Name: Side-By-Sides

Review Status: Approved 08/25/2008

Comments:
Side=By-Side Comparisons

Attachments:
80-02-1070, 1071, 1072 VS 80-02-1110 Telecommunications Ex….pdf
1573.pdf
1576.pdf
1577.pdf
1579.pdf
1582.pdf
1593.pdf
1595.pdf
5225.pdf

Satisfied -Name: PDF version of Ex Memo

Review Status: Approved 08/25/2008

Comments:
Forms Explanatory Memo

Attachment:
Telecom 2006 Expl Memo.pdf

SERFF Tracking Number:	*CHUB-125747556*	*State:*	*Arkansas*
First Filing Company:	*Federal Insurance Company, ...*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*08-CMQ-2-F*		
TOI:	*05.1 Commercial Multi-Peril - Non-Liability Portion Only*	*Sub-TOI:*	*05.1003 Commercial Package*
Product Name:	*Telecommunications '07 Customarq*		
Project Name/Number:	*Telecommunications '07 CMQ/08-CMQ-2-F*		

Satisfied -Name: Form 08-02-1718_0899 - Arkansas Mandatory Endorsement

Review Status:
Approved 08/25/2008

Comments:

Attachment:
Form 80-02-1718_0899.pdf

Effective March 1, 2007

Property & Casualty Transmittal Document
ARKANSAS

1 . Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3.	Group Name	Group NAIC #
	Chubb Group	038

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Federal Insurance Company	Indiana	20281	13-1963496	
	Pacific Indemnity Company	Wisconsin	20346	95-1078160	
	Vigilant Insurance Company	New York	20397	13-1963495	
	Great Northern Insurance Company	Indiana	20303	41-0729473	

5.	Company Tracking Number	08-CMQ-2-F

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jane G. Gutman 202 Hall's Mill Road Whitehouse Station, New Jersey 08889	Mgr. Specialty Lines Division	(908) 572-4422	(908) 572-4820	jgutman@chubb.com
		State Filings/CCI Product Services			

7.	Signature of authorized filer	JANE G GUTMAN
8.	Please print name of authorized filer	Jane G. Gutman

Filing information (see General Instructions for descriptions of these fields)

9.	**Type of Insurance (TOI)**	Commercial Multiple Peril
10.	**Sub-Type of Insurance (Sub-TOI)**	5.0000
11.	**State Specific Product code(s) (if applicable)[See State Specific Requirements]**	N/A
12.	**Company Program Title** (Marketing title)	Telecommunications '07 Customarq Series
13.	**Filing Type**	☐ Rate/Loss Cost ☐ Rules Rates/Rules X Forms Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other (give description)
14.	**Effective Date(s) Requested**	New: 01-01-2009 Renewal: 01-01-2009
15.	**Reference Filing?**	☐ Yes X No
16.	**Reference Organization** (if applicable)	N/A

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17.	**Reference Organization # & Title**	N/A
18.	**Company's Date of Filing**	07-25-08
19.	**Status of filing in domicile**	☐ Not Filed X Pending ☐ Authorized ☐ Disapproved

Property & Casualty Transmittal Document—

20.	**This filing transmittal is part of Company Tracking #**	08-CMQ-2-F

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

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

Explanatory Memoranda:
State Forms 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 #: EFT Payment of $50.00 for Federal Insurance Company forms

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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FORM FILING SCHEDULE

Arkansas

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	**08-CMQ-2-F**
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	**08-CMQ-6-RR**

3.	**Form Name /Description/Synopsis**	**Form # Include edition date**	**Replacement or Withdrawn?**	**If replacement, give form # it replaces**	**Previous state filing number, if required by state**
01	Supplementary Declarations for Telecommunications Property	80-02-0289 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
02	Supplementary Declarations for Telecommunications Property	80-02-0290 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
03	Supplementary Declarations for Telecommunications Property	80-02-0291 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
04	Supplementary Declarations for Telecommunications Property	80-02-0292 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
05	Supplementary Declarations for Telecommunications Business Income	80-02-0293 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
06	Supplementary Declarations for Telecommunications Business Income	80-02-0294 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
07	Supplementary Declarations for Telecommunications BI with R & D Income	80-02-0295 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
08	Supplementary Declarations for Telecommunications BI with R & D Income	80-02-0296 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
09	Telecommunications Extension For Property/Business Income Insurance Contract	80-02-1109 (Ed. 10-07)	X New ☐ Replacement ☐ Withdrawn	N/A	N/A
10	Additional Peril – Earthquake Limit/Deductible or Waiting Period Telecommunications	80-02-1573 (Rev. 10-07)	☐ New X Replacement ☐ Withdrawn	80-02-1573 (Ed. 1-99)	None given our no 99-CMQ-6-F
11	Ordinance or Law Added for Towers or Antennas – Telecommunications	80-02-1576 (Rev. 10-07)	☐ New X Replacement ☐ Withdrawn	80-02-1576 (Ed. 1-99)	None given our no 99-CMQ-6-F
12	Additional Exclusions – Telecommunications	80-02-1577 (Rev. 10-07)	☐ New X Replacement ☐ Withdrawn	80-02-1577 (Rev. 9-01)	None given our no 02-CMQ-1-F

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13	Subsidiary Limits of Insurance – Telecommunications	80-02-1579 (Rev. 10-07)	☐ New X Replacement ☐ Withdrawn	80-02-1579 (Rev. 9-01)	None given our no 02-CMQ-1-F
14	Ordinance of Law Deleted – Telecommunications	80-02-1582 (Rev. 10-07)	☐ New X Replacement ☐ Withdrawn	80-02-1582 (Ed. 1-99)	None given our no 99-CMQ-6-F
15	Additional Peril – Combined Earthquake/EQSL Limit/Deductible or Waiting period– Telecommunications	80-02-1593 (Rev. 10-07)	☐ New X Replacement ☐ Withdrawn	80-02-1593 (Ed. 1-99)	None given our no 99-CMQ-6-F
16	Windstorm or Hail Deductible (Overhead Communication Lines or Transmission Property) Telecommunications	80-02-1595 (Rev. 10-07)	☐ New X Replacement ☐ Withdrawn	80-02-1595 (Ed. 1-99)	None given our no 99-CMQ-6-F
17	Loss of On-Line Access Services – Overhead Utility Equipment – BI with Extra Expense	80-02-5218 (Ed. 10-07)	X New Replacement ☐ Withdrawn	N/A	N/A
18	Loss of Interconnect Services – Overhead Utility Equipment – BI With Extra Expense	80-02-5219 (Ed. 10-07)	X New Replacement ☐ Withdrawn	N/A	N/A
19	Additional Peril – Flood Limit/Deductible Or Waiting Period (Per Occurrence) - Telecommunications	80-02-5225 (Ed. 10-07)	☐ New X Replacement ☐ Withdrawn	80-02-1601 ((Ed. 2-01)	None given our no 01-CMP-8-F
20	Loss of Utilities- Overhead Utility equipment – BI With Extra Expense - Telecommunications	80-02-5230 (Ed. 10-07)	X New Replacement ☐ Withdrawn	N/A	N/A
21	Additional Peril – Flood Limit/Deductible Or Waiting Period (Per Premises/Per Occurrence) Telecommunications	80-02-5231 (Ed. 10-07)	X New Replacement ☐ Withdrawn	N/A	N/A
22	Supplementary Declarations Property	80-02-0096 (Rev. 3-02)	New Replacement X Withdrawn	N/A	N/A
23	Supplementary Declarations – Business Income	80-02-0097 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
24	Property Insurance for the Telecommunications Industry	80-02-1070 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
25	Business Income With Extra Expense for the Telecommunications Industry	80-02-1071 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
26	Property Insurance for the Telecommunications Industry General Provisions	80-02-1072 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A

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27	Extra Expense for the Telecommunications Industry	80-02-1073 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
28	Valued Use & Occupancy For the Telecommunications Industry	80-02-1074 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
29	Special Property Provisions – Biological Agents – Telecommunications	80-02-1492 (Ed. 3-02)	New Replacement X Withdrawn	N/A	N/A
30	Special Business Income and Extra Expense Provisions – Biological Agents – Telecommunications	80-02-1493 (Ed. 3-02)	New Replacement X Withdrawn	N/A	N/A
31	Amended Civil Authority & Deletion of Computer Virus Coverage - Telecommunications	80-02-1494 (Ed. 3-02)	New Replacement X Withdrawn	N/A	N/A
32	Special Electronic Data Provisions – Telecommunications	80-02-1495 (Rev. 5-04)	New Replacement X Withdrawn	N/A	N/A
33	Scheduled Telecommunications Property Coverage	80-02-1572 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
34	Additional Peril – Flood – Telecommunications	80-02-1574 (Rev. 7-00)	New Replacement X Withdrawn	N/A	N/A
35	Trip Transit Coverage – Telecommunications	80-02-1575 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
36	Agreed Limits of Insurance – Telecommunications	80-02-1578 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
37	Windstorm or Hail Deductible or Waiting Period – Telecommunications	80-02-1580 (Rev. 5-00)	New Replacement X Withdrawn	N/A	N/A
38	Building or Telecommunications Property Coinsurance Condition Added	80-02-1581 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
39	Business Income Coinsurance Condition Added – Telecommunications	80-02-1583 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
40	Telecommunications Property (Including stock) Reporting Condition Added	80-02-1584 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
41	Business Income Reporting Condition Added – Telecommunications	80-02-1585 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A

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42	BI/EE Ltd Period of Restoration (Includes Ordinance) – Telecommunication	80-02-1586 (Ed, 1-99)	New Replacement X Withdrawn	N/A	N/A
43	Building Foundations or Supports Added – Telecommunications	80-02-1587 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
44	Lenders/Loss Payee Condition Added	80-02-1588 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
45	Telecommunications Property of Others – Specific Limit of Insurance	80-02-1589 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
46	Telecommunications Property of Others – Excluded	80-02-1590 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
47	Partial Boiler & Machinery Exclusions – Telecommunications	80-02-1592 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
48	Special Property and BI Deductible or Waiting Period - Telecommunications	80-02-1591 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
49	Additional Peril – Combined Water & Flood – Telecommunications	80-02-1594 (Rev. 7-00)	New Replacement X Withdrawn	N/A	N/A
50	Leased Telecommunications Property	80-02-1596 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
51	BI/EE – Extended Period of Restoration (Including Ordinance) – Telecommunications	80-02-1597 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
52	BI/EE – Ext. Period of Restoration (Including Ordinance for Towers) – Telecommunications	80-02-1598 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
53	BI/EE – Ltd. Period of Restoration (Including Ordinance for Towers) – Telecommunications	80-02-1599 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
54	BI/EE – Ltd Period of Restoration(Excludes Ordinance) – Telecommunications	80-02-1600 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A

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55	BI/EE – Ext Period of Restoration (Excludes Ordinance) - Telecommunications	80-02-1601 (Ed. 1-99)	New Replacement X Withdrawn	N/A	N/A
56	Impairment of Computer Service – Telecommunications	80-02-1602 (Ed. 5-00)	New Replacement X Withdrawn	N/A	N/A
57	Laptop Computer Coverage – Telecommunications	80-02-1603 (Ed. 12-00)	New Replacement X Withdrawn	N/A	N/A
58	Computer Virus Extension of Coverage – Telecommunications	80-02-1604 (Ed. 5-00)	New Replacement X Withdrawn	N/A	N/A
59	Additional Exclusions – Earthquake & Flood – Telecommunications	80-02-1605 (Ed. 01-01)	New Replacement X Withdrawn	N/A	N/A
60	Terrorism Exclusion Added - Telecommunications	80-02-1607 (Ed. 01-02)	New Replacement X Withdrawn	N/A	N/A
61	Terrorism Exclusion Added – Telecommunications	80-02-1608 (Ed. 01-02)	New Replacement X Withdrawn	N/A	N/A
62	Terrorism Sublimit – Telecommunications	80-02-1609 (Ed. 01-02)	New Replacement X Withdrawn	N/A	N/A
63	Terrorism Sublimit - Telecommunications	80-02-1610 (Ed. 01-02)	New Replacement X Withdrawn	N/A	N/A
64	Exclusion Of Certified Acts of Terrorism/Exception For Certain Fire Losses – Telecommunications	80-02-1661 (Rev. 12-07)	New Replacement X Withdrawn	N/A	N/A
65	Exclusion Of Certified Acts of Terrorism/Exception For Certain Fire Losses – Telecommunications	80-02-1671 (Rev. 12-07)	New Replacement X Withdrawn	N/A	N/A
66	Certified Acts of Terrorism Sublimit/Exception For Certain Fire Losses – Telecommunications	80-02-1677 (Rev. 12-07)	New Replacement X Withdrawn	N/A	N/A
67	Certified Acts of Terrorism Sublimit- Telecommunications	80-02-1680 (Ed. 2-03)	New Replacement X Withdrawn	N/A	N/A

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68	Post-TRIA Conditional Exclusion of Terrorism – Telecommunications	80-02-5167 (Rev. 1-06)	New Replacement X Withdrawn	N/A	N/A
69	Post-TRIA Conditional Exclusion of Terrorism – Telecommunications	80-02-5168 (Rev. 1-06)	New Replacement X Withdrawn	N/A	N/A
70	Terrorism Sublimit – Telecommunications	80-02-5171 (Ed. 4-05)	New Replacement X Withdrawn	N/A	N/A
71	Terrorism Exclusion – Telecommunications	80-02-5178 (Ed. 4-05)	New Replacement X Withdrawn	N/A	N/A
72	Terrorism Exclusion – Telecommunications	80-02-5179 (Ed. 4-05)	New Replacement X Withdrawn	N/A	N/A

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TELECOMMUNICATIONS EXTENSION FOR PROPERTY INSURANCE

SIDE-BY-SIDE COMPARISON

80-02-1070 (Ed. 1/99); 80-02-1071 (Ed. 1/99); 80-02-1072 (Ed. 1/99) /80-02-1109 (Ed. 10/07) VERSIONS

INTRODUCTION

1999	2007
	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 Telecommunications Extension For Property/Business Income Insurance. Except for the: • Property And Business Income Coverages For Transmission Property; • Loss Of Utilities Amended Business Income Additional Coverage; and • Amended Debris Removal Coverage, contained in this Extension, none of the coverages contained in: • this Telecommunications Extension For Property/Business Income Insurance; or • the other property, business income or extra expense forms that comprise this policy, apply at a **transmission premises**.

New lead in language is added.

PROPERTY PREMISES COVERAGES

1999

Leasehold Interest – Electronic Data Processing Equipment

We will pay for the difference between the:

- actual periodic lease payment for the loss or damaged **electronic data processing equipment** due during the unexpired term of the lease; and
- periodic payment for the 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 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 Additional 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.

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

(80-02-1070 (Ed. 1-99))

2007

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 Electronic Data Processing Equipment is shown in the Declarations.

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

This provision has been editorially revised.

PROPERTY PREMISES COVERAGES

1999

Telecommunications Property

We will pay for direct physical loss or damage to **telecommunications property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Telecommunications Property shown in the Declarations.

If you purchase separate Limits Of Insurance for the following types of **telecommunications property**:

- **electronic data processing equipment**;
- **electronic data processing media**;
- **media library**;
- **telephone equipment**; or
- **valuable papers**,

then the applicable Limit Of Insurance for:

- Electronic Data Processing Equipment;
- Electronic Data Processing Media;
- Media Library;
- Telephone Equipment; or
- Valuable Papers,

shown in the Declarations will be the only Limit Of Insurance that will apply.

2007

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.

	1999	2007
Telecommunications Property (continued)	The loss or damage must occur at, or within 1,000 feet of the premises shown in the Declarations. If you do not purchase a Limit Of Insurance for Telecommunications Property, this coverage will only apply to the type of Telecommunications Property for which a Limit Of Insurance is shown in the Declarations. (80-02-1070 (Ed. 1-99))	

The Media Library Premises Coverage, previously contained under the Telecommunications Property Coverage in form 80-02-1070 (Ed. 1-99), has been given its own section and editorially revised.

PROPERTY PREMISES COVERAGES

	1999		2007
Towers Or Antennas	We will pay for direct physical loss or damage to: • **towers or antennas**; or • **towers or antennas** under construction, 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. This Coverage does not apply at a **cell site premises**. The loss or damage must occur at the premises shown in the Declarations. (80-02-1070 (Ed. 1-99))	*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 Towers or Antennas Property Premises Coverage no longer includes towers or antennas under construction.

PROPERTY ADDITIONAL COVERAGE

1999

Newly Acquired Property

We will pay for direct physical loss or damage to:

- **building** or **towers or antennas** under construction at existing or newly acquired premises;
- **building**, **telecommunications property**, **electronic data processing media** or **towers or antennas** at newly acquired premises;
- newly acquired **electronic data processing equipment**, **telephone equipment** or **fine arts** at the premises shown in the Declarations; and
- newly acquired **electronic data processing media** duplicates at any premises,

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Building, Electronic Data Processing Equipment, Electronic Data Processing Media, Electronic Data Processing Media Duplicates, Fine Arts, Telecommunications Property, Telephone Equipment or Towers Or Antennas shown in the Declarations under Newly Acquired Premises Or Newly Acquired Or Constructed Property.

This coverage applies until the first of the following occurs:

A. you report the value of such newly acquired property to us;

B. 180 days pass from the date:

1. you acquire the premises;
2. construction begins; or
3. you acquire such property, other than **towers or antennas**;

2007

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.

	1999	2007
Newly Acquired Property (continued)	C. days pass from the date you acquire the **towers or antennas**; or D. this policy expires. We will charge you additional premium for the reported values from the date: • you acquire the premises; • construction begins on the **building** or **towers or antennas**; or • you acquire such property. (80-02-1070 (Ed. 1-99))	

The Newly Acquired Towers Or Antennas Property Additional Coverage was previously contained in the Newly Acquired Property Additional Coverage in form 80-02-1070 (Ed. 1-99), and has been changed. Language has been added to stipulate that we must add the towers or antennas to the policy for coverage to apply.

PROPERTY AND BUSINESS INCOME ADDITIONAL COVERAGE

1999

Overhead Communication Lines

We will pay for direct physical loss or damage to **overhead communication lines** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Overhead Communication Lines shown in the Declarations.

This Coverage applies only if a Limit Of Insurance for Overhead Communication Lines is shown in the Declarations.

2007

Overhead Communication Lines

Subject to the terms and conditions of the:

A. Building And Personal Property contract, we will pay for direct physical loss or damage to **overhead communication lines** caused by or resulting from a peril not otherwise excluded; and

B. Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income Coverage contract, we will pay the actual:

1. **business income** loss you incur due to the actual impairment of your **operations**; and

2. **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, caused by or resulting from direct physical loss or damage by a **covered peril** to **overhead communication lines**,

not to exceed the applicable Limit Of Insurance for Overhead Communication Lines shown in the Declarations.

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 Overhead Communication Lines expires; or
- first 24 normal business hours following the direct physical loss or damage expires,

whichever is the longer.

The Overhead Communication Lines Coverage in form 80-02-1070 (Ed. 1-99), is now the Overhead Communication Lines Property And Business Income Additional Coverage in form 80-02-1109 (Ed. 10-06), and has been revised. In addition to loss or damage to overhead Communication lines, Coverage now also applies to business income loss and extra expense caused by or resulting from a covered peril to overhead communication lines. Previously, a separate coverage and limit was provided in form 80-02-1071 (Ed. 1-99) for business income loss and extra expense resulting from loss or damage to overhead communication lines.

PROPERTY AND BUSINESS INCOME ADDITIONAL COVERAGE

Underground Or Submarine Communication Lines

We will pay for direct physical loss or damage to **underground or submarine communication lines** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Underground Or Submarine Communication Lines shown in the Declarations.

This Coverage applies only if a Limit Of Insurance for Underground Or Submarine Communication Lines is shown in the Declarations.

2007

Underground Or Submarine Communication Lines

Subject to the terms and conditions of the:

A. Building And Personal Property contract, we will pay for direct physical loss or damage to **underground or submarine communication lines** caused by or resulting from a peril not otherwise excluded; and

B. Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income Coverage contract, we will pay the actual:

1. **business income** loss you incur due to the actual impairment of your **operations**; and
2. **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, caused by or resulting from direct physical loss or damage by a **covered peril** to **underground or submarine communication lines**,

not to exceed the applicable Limit Of Insurance for Underground Or Submarine Communication Lines shown in the Declarations.

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 Underground Or Submarine Communication Lines expires; or
- first 24 normal business hours following the direct physical loss or damage expires,

whichever is the longer.

The Underground Or Submarine Communication Lines Coverage in form 80-02-1070 (Ed. 1-99), and in 80-02-1071 (Ed. 1-99), is now the Underground Or Submarine Communication Lines Property And Business Income Additional Coverage in form 80-02-1109 (Ed. 10-06), and has been revised. In addition to loss or damage to underground or Submarine Communication lines, Coverage now also applies to business income loss and extra expense caused by or resulting from a covered peril to underground or submarine communication lines. Previously, a separate coverage and limit was provided in form 80-02-1071 (Ed. 1-99) for business income loss and extra expense resulting from loss or damage to underground or submarine communication lines.

AMENDED DEBRIS REMOVAL COVERAGE

1999

Debris Removal

We will pay for the costs you incur to demolish and remove debris of damaged:

- covered property at the premises shown in the Declarations;
- **accounts receivable records**, **fine arts**, **telecommunications property** or **cell site property** at any other location or while **in transit**; and
- **building components** that are temporarily at a premises not shown in the Declarations,

caused by or resulting from a peril not otherwise excluded that occurs during the policy period.

A. 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 the applicable covered property shown in the Declarations, after payment of the covered direct physical loss or damage.

B. If the amount in A. 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 of outdoor trees, shrubs or plants that are blown onto your premises by wind, if the wind would be covered by this insurance.

2007

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**, **overhead communication lines**, **underground or submarine communication lines**, **media library**, **electronic data processing equipment**, **communication property** or **transmission 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.

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, Overhead Communication Lines, Underground Or Submarine Communication Lines or Transmission Property 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.

AMENDED DEBRIS REMOVAL COVERAGE

1999

Debris Removal
(continued)

Debris removal will be paid only if:

- reported to us in writing within 180 days of the date of the direct physical loss or damage to the applicable property; and
- a Limit Of Insurance applicable to the damaged covered property is shown in the Declarations.

Debris removal does not apply to costs to:

A. 1. clean up or remove **pollutants** from land, water or air; or

2. clean up, remove, restore or replace polluted land, water or air,

either inside or outside of a **building**; or

B. demolish and clear the site of the undamaged portion of the **building**.

This Coverage is provided for **accounts receivable records**, **electronic data processing property**, **fine arts**, **media library** or **valuable papers**, regardless of whether a Limit Of Insurance for Debris Removal is shown in the Declarations.

(80-02-1070 (Ed. 1-99))

2007

Debris Removal
(continued)

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**, **overhead communication lines**, **underground or submarine communication lines**, **media library**, **electronic data processing equipment**, **communication property** or **transmission 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission property** is shown in the Declarations.

E. Debris removal does not apply to costs to:

1. a. clean up or remove **pollutant**s from land, water or air;

b. clean up, remove, restore or replace covered property because of 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:

- **transmission property** only if a Limit Of Insurance for Transmission Property is shown in the Declarations; and
- **electronic data processing equipment**, **communication property** or **media library**, regardless of whether a Limit Of Insurance for Debris Removal is shown in the Declarations.

Debris Removal coverage in form 80-02-1070 (Ed. 1-99), is now the Amended Debris Removal Coverage in form 80-02-1109 (Ed. 10-06), and has been revised. Language has been added to stipulate that: (1) coverage does not include fungus clean up; (2) coverage for outdoor trees, shrubs, plants or lawns is limited to specific perils; and (3) coverage is provided for transmission property only if a limit of insurance for transmission property is shown in the Declarations.

AMENDED BUSINESS INCOME ADDITIONAL COVERAGE

1999

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:

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

excluding **overhead communication**, **communication**, **transmission or distributing equipment**, and used by you or the following:

- water supply companies;
- communication supply companies;
- power supply companies;
- natural gas supply companies;
- sewage treatment companies; or
- **[on-line access providers,]**

to supply your premises with such services.

2007

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 including your **transmission premises**, with:

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

services.

AMENDED BUSINESS INCOME ADDITIONAL COVERAGE

1999

Loss Of Utilities
(continued)

We will pay such loss provided that:

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

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; or
- first [12] normal business hours following the direct physical loss or damage expires,

whichever is the longer.

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

2007

Loss Of Utilities
(continued)

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:

A. does not apply 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;

AMENDED BUSINESS INCOME ADDITIONAL COVERAGE

1999	2007
	Loss Of Utilities (continued) B. does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**; and C. applies to **transmission premises** only if: 1. a Limit Of Insurance for Transmission Property is shown in the Declarations; and 2. the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report.
(80-02-1071 (Ed. 1-99))	

The Loss Of Utilities Additional Coverage is now the Loss Of Utilities Amended Business Income Additional Coverage and has been revised. Coverage now applies to loss or damage by a covered peril to building (in lieu of "property"). Coverage for on-line access has been removed and is provided under the new Loss Of On-Line Access Services Business Income Additional Coverage in form 80-02-1109 (Ed. 10-06). Language has been added to stipulate that coverage 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, or to transmission premises, unless a Limit for Transmission Property is shown in the Declarations.

BUSINESS INCOME ADDITIONAL COVERAGES

1999	2007
	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;

BUSINESS INCOME ADDITIONAL COVERAGES

1999		2007
	Loss Of Interconnect Services (continued)	• 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**.

Loss Of Interconnect Services Business Income Additional Coverage is new.

BUSINESS INCOME ADDITIONAL COVERAGES

1999	2007
	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.

BUSINESS INCOME ADDITIONAL COVERAGES

1999		2007
	Loss Of On-Line Access Services (continued)	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**.

The Loss Of On-Line Access Services Business Income Additional Coverage is new.

BUSINESS INCOME ADDITIONAL COVERAGES

	1999		2007
Mobile Telecommunications Equipment	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 Business Income shown under Mobile Broadcasting Equipment 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 **mobile broadcasting equipment**.	*Mobile Equipment*	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 Business Income shown under Mobile Equipment 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 **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.

(80-02-1071 (Ed. 1-99))

The Mobile Telecommunications Equipment Additional Coverage, previously contained in form 80-02-1071 (Ed. 1-99), is now the Mobile Equipment Business Income Additional Coverage in form 80-02-1109 (Ed. 10-06), and has been revised. Language has been added to stipulate that the Additional Coverage does not apply if the loss or damage occurs at a premises shown in the Declarations.

PROPERTY AND BUSINESS INCOME COVERAGES FOR TRANSMISSION PROPERTY

1999

Cell Site Property (Including Cell Site Property Under Construction)

We will pay for direct physical loss or damage to:

- **cell site property**; and
- **cell site property** under construction,

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Cell Site Property shown in the Declarations.

The loss or damage must occur at a **cell site premises**.

This Coverage applies only if a Limit Of Insurance for Cell Site Property is shown under Cell Site Premises in the Declarations.

The Limit Of Insurance for Cell Site Property shown in the Declarations applies separately at each of your **cell site premises**. If you purchase a different Limit Of Insurance for Cell Site Property applicable to a specific **cell site premises**, such limit of insurance:

- is the only limit of insurance for Cell Site Property applicable to that premises; and
- does not apply to any other premises.

Subject to the applicable Limit Of Insurance for Cell Site Property shown in the Declarations, we will also pay for the **net rental income** and **soft costs** you incur:

A. due to a delay in the completion of any **cell site property** under construction from the date the construction would have been completed had no loss occurred until the construction is completed.

   The delay must be caused by or result from direct physical loss or damage to **cell site property** under construction by a peril not otherwise excluded at the premises shown in the Declarations; or

B. when a civil authority prohibits access to the **cell site property** under construction. This action must be caused by or result from direct physical loss or damage by a peril not otherwise excluded to property away from the **cell site property** under construction. This coverage will begin immediately after the time the civil authority prohibits access and will end:

2007

Transmission Property

Subject to the terms and conditions of the:

A. Building And Personal Property contract, we will pay for direct physical loss or damage to **transmission property** caused by or resulting from a peril not otherwise excluded; and

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

   1. **business income** loss you incur due to the actual impairment of your **operations**; and
   2. **extra expense** you incur due to the actual or potential impairment of your **operations**,

   during the **period of restoration**, caused by or resulting from direct physical loss or damage by a **covered peril** to **transmission property**, not to exceed the applicable Limit Of Insurance for:

   - Transmission Property Each Premises shown in the Declarations, which applies separately to each **transmission premises**; and
   - Transmission Property Each Occurrence shown in the Declarations, which applies separately to each **occurrence**, regardless of the number of **transmission premises**.

Paragraph B. immediately above applies only if:

- the **transmission premises** where the **business income** loss or **extra expense** occurs was included in the last report of **transmission premises** you filed with us or was acquired after the date of your last report; and
- a Limit Of Insurance for Transmission Property is shown in the Declarations.

	1999	2007
Cell Site Property (Including Cell Site Property Under Construction) (continued)	1. 30 consecutive days after this coverage begins; or 2. when your **soft costs** coverage ends, whichever occurs first. You must make every effort to complete the construction on or as close to schedule as possible. (80-02-1070 (Ed. 1-99))	

The Cell Site Property (Including Cell Site Property Under Construction) Coverage in form 80-02-1070 (Ed. 1-99), is now contained under the Transmission Property coverage in form 80-02-1109 (Ed. 10-06). Transmission Property coverage in form 80-02-1109 (Ed. 10-06), also includes business income loss and extra expense as a result of direct physical loss or damage to transmission property, which was previously contained in the Business Income And Extra Expense coverage in form 80-02-1071 (Ed 1-99). Transmission Property Coverage is now subject to an Each Premises Limit Of Insurance, which applies separately to each transmission premises, and an Each Occurrence Limit Of Insurance, which applies separately to each occurrence, regardless of the number of transmission premises. Cell site property under construction is now contained under the Transmission Property Coverage since the definition of transmission property includes building under construction.

PROPERTY AND BUSINESS INCOME COVERAGES FOR TRANSMISSION PROPERTY

	1999		2007
Leasehold Interest – Undamaged Tenant's Improvements And Betterments	We will pay for the value of undamaged **tenant's improvements and betterments** when your lease is canceled: • by the lessor; and • by a valid condition of your lease, due to direct physical loss or damage to **building** or **telecommunications property** caused by or resulting from a peril not otherwise excluded at the premises shown in the Declarations, not to exceed the applicable Limit Of Insurance for Leasehold Interest - Undamaged Tenant's Improvements And Betterments shown in the Declarations. The loss or damage must occur at the premises shown in the Declarations.	*Leasehold Interest – Undamaged Tenant's Improvements And Betterments*	Subject to the terms and conditions of the Building And Personal Property contract, we will pay for the value of undamaged **tenant's improvements and betterments** when your lease is canceled: • by the lessor; and • by a valid condition of your lease, due to direct physical loss or damage to **building** or **personal property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Leasehold Interest – Undamaged Tenant's Improvements And Betterments At A Transmission Premises shown in the Declarations. The loss or damage must occur at a **transmission premises**.

(80-02-1070 (Ed. 1-99))

Leasehold Interest – Undamaged Tenant's Improvements And Betterments coverage applicable to cell site premises, previously in form 80-02-1070 (Ed. 1-99), is now contained in the Leasehold Interest – Undamaged Tenant's Improvements And Betterments Property And Business Income Coverage For Transmission Property in form 80-02-1109 (Ed. 10-06) and has not changed. Such coverage applies at a transmission premises only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

PROPERTY AND BUSINESS INCOME COVERAGES FOR TRANSMISSION PROPERTY

1999		2007	
Inventory Or Appraisals	We will pay for the cost of any inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to covered property, not to exceed the applicable Limit Of Insurance for Inventory Or Appraisals shown in the Declarations.	*Preparation Of Loss Fees*	Subject to the terms and conditions of the: A. Building And Personal Property contract, we will pay the reasonable and necessary expenses we require you to incur after covered direct physical loss or damage to **transmission property** to determine the extent of such loss or damage; and B. Business Income With Extra Expense or the Business Income With Extra Expense And Research And Development Income Coverage contract, we will pay the reasonable and necessary expenses and fees incurred following covered loss or damage to certify your **business income** loss or **extra expense**, not to exceed the applicable Limit Of Insurance for Preparation Of Loss Fees shown in the Declarations. This Property And Business Income Coverage For Transmission Property does not apply to any expenses you incur for any: • insurance adjuster, consultant or attorney; or • for your subsidiaries or affiliates.

The Inventory Or Appraisals Coverage, previously contained in form 80-02-1070 (Ed. 1-99) and the Fees Additional Coverage, previously contained in form 80-02-1071 (Ed. 1-99), are now contained in the Preparation Of Loss Fees Property And Business Income Coverage For Transmission Property in form 80-02-1109 (Ed. 10-06). Coverage no longer applies to expenses incurred for any adjuster, consultant or attorney or for the insured's subsidiaries or affiliates. Coverage applies at a transmission premises only if a Limit Of Insurance for Transmission Property is shown in the Declarations.

PROPERTY AND BUSINESS INCOME COVERAGES FOR TRANSMISSION PROPERTY

1999

Civil Authority

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**,

when a civil authority prohibits access to your premises or a **dependent business premises**.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage to property away from your premises or a **dependent business premises** by a **covered peril**.

This coverage will begin immediately after the time the civil authority prohibits access and will end:

- 30 consecutive days after this coverage begins; or
- when your **business income** coverage ends,

whichever occurs first.

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

2007

Civil Authority – Transmission Property

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; or
- **extra expense**,

you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to your **transmission premises** by a civil authority.

This prohibition of access by a civil authority must be the direct result of direct physical loss or damage to property away from such **transmission premises** by a **covered peril**, provided such property is within:

- one mile; or
- the applicable miles shown in the Declarations,

from such **transmission premises**, whichever is greater.

The most we will pay for Civil Authority – Transmission Property is the applicable Limit Of Insurance for Transmission Property shown in the Declarations.

The coverage for:

A. **business income** will begin:

1. after the applicable waiting period shown in the Declarations for Transmission Property expires; or
2. 24 normal business hours following the time the civil authority prohibits access,

whichever is the longer.

1999	2007
	Civil Authority – Transmission Property (continued) The Waiting Period shown in the Declarations will begin immediately following the time the civil authority prohibits access. The coverage will apply for a period of: • up to 30 consecutive days after coverage begins; or • when your **business income** loss ends, whichever occurs first; and B. **extra expense** will begin immediately after the time the civil authority prohibits access and will end: 1. 30 consecutive days after the coverage begins; or 2. whenever your **business income** coverage ends, whichever is later. This Property and Business Income Coverage For Transmission Property does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**.

The Civil Authority Extension Of Coverage in form 80-02-1071 (Ed. 1-99) is now the Civil Authority – Transmission Property coverage in form 80-02-1109 (Ed. 10-06) with respect to prohibition of access by a civil authority to transmission premises. Language has been added to stipulate that coverage for business income is subject to a waiting period of at least 24 normal business hours, and that the loss or damage to property must occur within 1 mile (or the applicable miles shown in the Declarations) from such transmission premises.

PROPERTY AND BUSINESS INCOME COVERAGES FOR TRANSMISSION PROPERTY

	1999		2007
Fire Department Services Charges	We will pay the charges you: • assume under any contract or agreement that was in effect at the time of the direct physical loss or damage; or • are required to pay by local ordinance, if the fire department is called to save or protect your **building** or other covered property from direct physical loss or damage, caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Fire Department Service Charges shown in the Declarations.	*Public Safety Service Charges*	Subject to the terms and conditions of the Building And Personal Property contract, we will pay the charges you: • assume under any contract or agreement; or • are required to pay by local ordinance, in effect at the time of the direct physical loss or damage, if a fire department or other municipal agency charged with preserving public safety is called to save or protect **transmission property** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Public Safety Service Charges At A Transmission Premises shown in the Declarations.

The Fire Department Service Charges Additional Coverage in form 80-02-1070 (Ed. 1-99) has been renamed Public Safety Service Charges and now applies to other municipal agencies charged with preserving public safety. Coverage applies at a transmission premises only if Limit Of Insurance for Transmission Property is shown in the Declarations and is subject to the Public Safety Service Charges At A Transmission Premises Limit of Insurance shown in the Declarations.

ADDITIONAL EXCLUSIONS

	1999		2007
Disappearance	This insurance does not apply to loss or damage caused by or resulting from disappearance or shortage disclosed on taking inventory, where there is no physical evidence to show what happened. This Disappearance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.	*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 additional exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

The Disappearance Exclusion, previously in form 80-02-1072 (Ed. 1-99), has been renamed the Disappearance – Media Library Additional Exclusion, and has been editorially revised.

ADDITIONAL EXCLUSIONS

	1999		2007
Rust	This insurance does not apply to loss or damage caused by or resulting from rust, oxidation, corrosion or discoloration. This Rust exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**. (80-02-1072 (Ed. 1-99))	*Rust, Oxidation, Corrosion Or Discoloration*	This insurance does not apply to loss or damage to **towers or antennas** caused by or resulting from rust, oxidation, corrosion or discoloration. The Rust, Oxidation, Corrosion Or Discoloration exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

The Rust exclusion applicable to towers or antennas, previously in form 80-02-1072 (Ed. 1-99), has been renamed the Rust, Oxidation, Corrosion Or Discoloration exclusion and has been editorially revised.

AMENDED EXCLUSION

	1999		2007
Nuclear Hazard Exclusion	This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly: • contributes concurrently to; • contributes in any sequence to; or • worsens, the loss or damage, even if such other cause or event would otherwise be covered. This Nuclear Hazard exclusion does not apply to ensuing loss or damage caused by or resulting from fire, if the fire would be covered under this insurance.	*Nuclear Hazard Exclusion*	This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, 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 Nuclear Hazard amended exclusion does not apply to ensuing loss or damage to: • **building**; • **personal property**; • **personal property of employees**; • **research and development property**; or • **transmission property**, caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.
	(80-02-1072 (Ed. 1-99))		

The Nuclear Hazard exclusion, previously in form 80-02-1072 (Ed. 1-99), is now the Nuclear Hazard Amended Exclusion, and has been changed. Language has been added to: (1) stipulate the specific property the exclusion does not apply to in the event of fire that ensues from nuclear hazard; and (2) 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 term "worsens".

ADDITIONAL LOSS PAYMENT BASIS EXCEPTION

	1999		2007
Electronic Data Processing Media, Media Library And Valuable Papers	**Electronic data processing media**, **media library** or **valuable papers** are valued on the full cost of replacement or reproduction at the time of direct physical loss or damage when the **electronic data processing media**, **media library** or **valuable papers** are actually replaced or reproduced. If the **electronic data processing media**, **media library** or **valuable papers** are not replaced or reproduced, the value is based on the cost of blank materials	*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.

(80-02-1072 (Ed. 1-99))

This provision has been editorially revised.

AMENDED LOSS PAYMENT BASIS EXCEPTION

1999		2007
	Nuclear Hazard	**Building**, **personal property**, **personal property of employees**, **research and development property** and **transmission property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis.

The Nuclear Hazard Loss Payment Basis Exception is new.

ADDITIONAL LOSS PAYMENT LIMITATIONS

1999		2007
	Loss Or Damage To Property Used To Provide Interconnect Or On-Line Access Services	We will not pay for **business income** loss or **extra expense** caused by or resulting from loss or damage 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**, necessary for **interconnect services** or **on-line access**, except as provided for in the: • Loss Of Interconnect Services Business Income Additional Coverage; or • Loss Of On-Line Access Services Business Income Additional Coverage.

The Loss Or Damage To Property Used To Provide Interconnect Or On-Line Access Services Additional Loss Payment Limitation is new.

ADDITIONAL LOSS PAYMENT LIMITATIONS

1999		2007
	Media Library	We will not pay for loss or damage to **media library**, except as provided for in the Media Library Property Premises Coverage.

The Media Library Additional Loss Payment Limitation is new.

ADDITIONAL LOSS PAYMENT LIMITATIONS

1999	2007	
	Mobile Equipment	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.

The Mobile Equipment Additional Loss Payment Limitation is new.

ADDITIONAL LOSS PAYMENT LIMITATIONS

1999		2007
	Overhead Communication Lines	We will not pay for loss or damage to **overhead communication lines**, including any resulting **business income** loss or **extra expense**, except as provided for in the: • Overhead Communication Lines Property And Business Income Additional Coverage; or • Property And Business Income Coverages For Transmission Property.

The Overhead Communication Lines Additional Loss Payment Limitation is new.

ADDITIONAL LOSS PAYMENT LIMITATIONS

	1999		2007
Satellites And Their Component Parts	We will not pay for any **business income** loss or **extra expense** you incur that results from the failure of satellites or their component parts to function as intended.	*Satellites And Their Component Parts*	We will not pay for: • 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 caused by or resulting from direct physical loss or damage to other property.

(80-02-1071 (Ed. 1-99))

The Satellites And Their Component Parts Additional Loss Payment Limitation has been expanded to include loss or damage to satellites and their component parts, including any resulting business income loss or extra expense.

ADDITIONAL LOSS PAYMENT LIMITATIONS

1999	2007	
	Towers Or Antennas	We will not pay for loss or damage to **towers or antennas**, except as provided for in the: • Towers Or Antennas Property Premises Coverage; • Newly Acquired Towers Or Antennas Property Additional Coverage; or • Property And Business Income Coverages For Transmission Property.

The Towers Or Antennas Additional Loss Payment Limitation is new.

ADDITIONAL LOSS PAYMENT LIMITATIONS

1999		2007
	Underground Or Submarine Communication Lines	We will not pay for loss or damage to **underground or submarine communication lines**, including any resulting **business income** loss or **extra expense**, except as provided for in the: • Underground Or Submarine Communication Lines Property And Business Income Additional Coverage; or • Property And Business Income Coverages For Transmission Property.

The Underground Or Submarine Additional Loss Payment Limitation is new.

AMENDED CONDITION

1999

Business Income Coinsurance

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

Coinsurance does not apply to:

A. **extra expense**;

B. any covered loss of [$10,000] or less;

C. newly acquired premises;

D. New Product Delay Extension of Coverage; and

E. the following Additional Coverages:

1. Any Other Location;
2. Contractual Penalties;
3. Exhibition, Fair or Trade Show;
4. [Fees;]
5. In Transit;
6. International Air Shipments;
7. Loss of Utilities; and
8. Pollutant Clean-Up or Removal.

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

2007

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;

AMENDED CONDITION

1999

Business Income Coinsurance (continued)

A. the applicable coinsurance percentage under Business Income shown 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,

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 under Business Income in the Declarations;

B. divide the applicable Limit Of Insurance for Business 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 deductible or waiting period, if any, from the amount determined by 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 shown in the Declarations.

2007

Business Income Coinsurance (continued)

10. Newly Acquired Premises;
11. Overhead Communication Lines;
12. Pollutant Clean-up Or Removal;
13. Preparation Of Loss Fees;
14. Property And Business Income Coverages for Transmission Property; and
15. Underground Or Submarine Communication Lines.

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 under Business Income With Extra Expense shown 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,

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).

AMENDED CONDITION

1999

Business Income Coinsurance (continued)

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.

2007

Business Income Coinsurance (continued)

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 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 by 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;

AMENDED CONDITION

1999	2007
	Business Income Coinsurance (continued) • 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 Business Income Coinsurance Amended Condition in form 80-02-1109 (Ed. 10-06), was previously contained in form 80-02-1331 (Rev. 2-98), and has been changed. Language has been added to stipulate that coinsurance does not apply to the following additional coverages: Loss Of Interconnect Services; Loss Of On-Line Access Services; Mobile Equipment; Overhead Communication Lines, Property And Business Income Coverages For Transmission Property; and Underground Or Submarine Communication Lines. The provision now stipulates that coinsurance does not apply to any covered loss of $100,000 or less (previously the amount was $10,000 or less).

ADDITIONAL CONDITION

1999

Cell Site Semi-Annual Reporting Requirement

A. Reporting of Values

You must report to us:

- at the inception of this insurance; and
- within 30 days after the end of each semi-annual period,

the location of all **cell site property**, whether completed and in use or in the course of construction, with the 100% replacement value of each site.

B. Premium Adjustment

The premium you pay for **cell site property** will be based on the report of values you furnished at the inception of this insurance. Upon receipt of the final report for the term of this insurance, an additional premium will be charged based on 50% of the annual increase of the values over the initial report filed at the inception of the insurance.

The premium for the renewal of this insurance will be based on the second semi-annual report furnished and adjusted as set forth above.

C. Loss Payment Determination

If the amount of the covered direct physical loss or damage is $10,000 or less, we will pay the amount of such loss or damage in excess of the applicable deductible shown in the Declarations.

2007

Transmission Property Annual Reporting Requirement

A. Reporting of Values

You must report to us:

- at the inception of this insurance; and
- within 30 days after the end of the annual period,

the location of all **transmission property**, whether completed and in use or in the course of construction, with the 100% replacement value of **transmission property** at each **transmission premises**.

If, at the time of loss or damage, you have failed to submit the first report of values, we will not pay more than 75% of the amount we would otherwise have paid.

B. Premium Adjustment

The premium you pay for **transmission property** will be based on the report of values you furnished at the inception of this insurance. Upon receipt of the final report for the term of this insurance, an additional premium will be charged based on 50% of the annual increase of the values over the initial report filed at the inception of the insurance.

C. Loss Payment Determination

If the amount of the covered direct physical loss or damage is $100,000 or less, we will pay the amount of such loss or damage in excess of the applicable deductible shown in the Declarations.

ADDITIONAL CONDITION

1999

Cell Site Semi-Annual Reporting Requirement (continued)

If the amount of the covered direct physical loss or damage is more than $10,000, our maximum loss payment will be determined as follows:

1. divide the value reported in the last report of values submitted to us prior to the loss or damage, by the actual value of the covered **cell site property** on the last day of the reporting period;
2. multiply the total amount of the covered direct physical loss or damage, before the application of any deductible, by the amount determined in step 1. above; and
3. subtract the applicable deductible shown in the Declarations from the amount determined in step 2.

D. Reports In Excess Of The Limits Of Insurance

If the values you report for **cell site property** exceed the applicable Limit Of Insurance for Cell Site Property shown in the Declarations, we will determine the additional premium based on all the values you reported.

In no event will we pay more than the applicable Limit Of Insurance for Cell Site Property shown in the Declarations.

(80-02-1070 (Ed. 1-99))

2007

Transmission Property Annual Reporting Requirement (continued)

If the amount of the covered direct physical loss or damage is more than $100,000, our maximum loss payment will be determined as follows:

1. divide the value reported in the last report of values submitted to us prior to the loss or damage, by the actual value of the covered **transmission property** on the last day of the reporting period;
2. multiply the total amount of the covered direct physical loss or damage, before the application of any deductible, by the amount determined in step 1. above; and
3. subtract the applicable deductible shown in the Declarations from the amount determined in step 2.

D. Reports In Excess Of The Limits Of Insurance

If the values you report for **transmission property** exceed the applicable Limit Of Insurance for Transmission Property shown in the Declarations, we will determine the additional premium based on all the values you reported.

In no event will we pay more than the applicable Limit Of Insurance for Transmission Property shown in the Declarations.

The Cell Site Semi-Annual Reporting Requirement Additional Condition in form 80-02-1070 (Ed. 1-99) has been renamed the Transmission Property Annual Reporting Requirement Additional Condition in form 80-02-1109 (Ed. 10-06). Language has been added to stipulate that if, at the time of loss, the insured has failed to submit the first report of values, we will not pay more than 75% of the amount of loss or damage we would have otherwise paid. The reporting requirement period has been changed from semi-annual to annual.

AMENDED DEFINITIONS

	1999	2007
Dependent Business Premises	**Dependent business premises** means premises operated by others on whom you depend to: • deliver materials or services to you or to others for your account (contributing premises); • accept your products or services (recipient premises); • manufacture products for delivery to your customers under contract of sale (manufacturing premises); or • attract customers to your business (leader premises). **Dependent business premises** does not mean premises: A. operated by others on whom you depend to: 1. deliver utility services to you; or 2. accept utility services from you; or B. of **on-line access providers**. (80-02-1072 (Ed. 1-99))	*Dependent Business Premises* **Dependent business premises** means premises operated by others upon whom you depend to: • deliver materials or services to you or to others for your account (contributing premises); • accept your products or services (recipient premises); • manufacture products for delivery to your customers under contract of sale (manufacturing premises); or • attract customers to your business (leader premises). **Dependent business premises** does not mean any: A. premises operated by others upon whom you depend to: 1. deliver utility services to you; or 2. accept utility services from you; B. premises of an **on-line access** provider; or C. **transmission premises**.

The Dependent Business Premises definition has been revised to stipulate that dependent business premises does not mean any transmission premises.

AMENDED DEFINITIONS

1999

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. with 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, or for making additions, 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**.

2007

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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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:

AMENDED DEFINITIONS

1999

Period Of Restoration (continued)

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 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 on the date of the direct physical loss or damage.

not to exceed 12 consecutive months from the date the lost or damaged **property** is actually replaced and your **operations** are resumed.

This paragraph B 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 to a:

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

for the purpose of determining **period of restoration** following such loss, **property** should also include:

2007

Period Of Restoration (continued)

A. repair or replace the **property**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission 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**.

AMENDED DEFINITIONS

	1999	2007
Period Of Restoration (continued)	• **personal property of a utility**; or • **personal property of a dependent business premises**. In determining the **business income** that would have existed if no direct physical loss or damage occurred, [no consideration will be given to any **business income** loss caused by or resulting from unfavorable market conditions caused by or resulting from the impact that the **covered peril** had in the geographic area where the lost or damaged property is located.] **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; or • 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**.	*Period Of Restoration (continued)* 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**, **overhead communication lines**, **underground or submarine communication lines** or **transmission property** is located. **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 • <u>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.</u>
	(80-02-1072 (Ed. 1-99))	

The Period Of Restoration definition, previously contained in 80-02-1072 (Ed. 1-99), is now the Period Of Restoration Amended Definition in form 80-02-1110 (Ed. 10-06), and has been changed. Language has been added to allow for a time limitation to be placed on the extended period of indemnity when shown in the Declarations. Previously the period of restoration was limited to 12 consecutive months from the date the lost or damaged property was actually replaced and operations were restored, with an option to increase time period by endorsement. Underlined language is new.

AMENDED DEFINITIONS

	1999	2007
Valuable Papers	**Valuable papers** means valuable: • papers, documents, records, negatives, transparencies; • tapes of all types; and • original plans, blueprints, specifications or designs. **Valuable papers** does not mean: • **electronic data processing media**; • **money**; • **securities**; or • **your media library**.	**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**.

(80-02-1072 (Ed. 1-99))

The definition of valuable papers has been changed to stipulate that valuable papers includes original source material used to enter or program electronic data and does not include prepackaged software programs.

ADDITIONAL DEFINITIONS

1999	2007
	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.

The Interconnect Services definition is new.

ADDITIONAL DEFINITIONS

	1999		2007
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.	*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**.

(80-02-1072 (Ed. 1-99))

The Media Library definition has been changed to stipulate that media library does not mean electronic data.

ADDITIONAL DEFINITIONS

	1999		2007
Overhead Communication Lines	**Overhead communication lines** means overhead cable, wire or other lines away from premises shown in the Declarations and used to transmit signals. **Overhead communication lines** does not mean **underground or submarine communication lines**.	*Overhead Communication Lines*	**Overhead communication lines** means: • overhead cable, wire or other lines; • overhead communication equipment; and • supporting towers and poles for the foregoing, used to transmit signals.

(80-02-1077 (Ed. 9-99))

The definition of Overhead Communication Lines now includes overhead communication equipment and supporting towers and poles used to transmit signals.

ADDITIONAL DEFINITIONS

	1999	2007
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: • **mobile [communications] equipment**; • towers or antennas mounted on a vehicle; • **[buildings;]** • paved or concrete surfaces; • retaining walls; or • **outdoor trees, shrubs, plants or lawns**.	**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 not own, occupy and are not legally or contractually required to insure.

(80-02-1072 (Ed. 1-99))

The Towers Or Antennas definition has been revised to add the underlined language.

ADDITIONAL DEFINITIONS

	1999		2007
Cell Site Premises	**Cell site premises** means a premises used exclusively for microwave or other radio transmission.	*Transmission Premises*	**Transmission premises** means a premises used exclusively for microwave or other radio transmission. **Transmission premises** does not mean a premises shown in the Declarations.

(80-02-1072 (Ed. 1-99))

The definition of cell site premises has been renamed transmission premises and has been changed to stipulate that transmission premises does not mean a premises shown in the Declarations.

ADDITIONAL DEFINITIONS

	1999		2007
Cell Site Property	**Cell site property** means: • **buildings**; • **towers or antennas**; or • **telecommunications property**, at a **cell site premises**. **Cell site property** also means foundations or supports below the surface of the lowest floor or basement for **cell site property** under construction. **Cell site property** does not mean satellites or their component parts.	*Transmission Property*	**Transmission property** means: • **building**; • **personal property**, • **electronic data processing property**; • **towers or antennas**; • **overhead communication lines**; and • **underground or submarine communication lines**, at a **transmission premises**. **Transmission property** includes: • foundations or supports below the surface of the lowest floor or basement for **building** under construction; and • **building** under construction, at a **transmission premises**. **Transmission property** does not mean satellites and their component parts.

(80-02-1072 (Ed. 1-99))

Cell site property has been renamed transmission property and has been revised to add the underlined language.

ADDITIONAL DEFINITIONS

	1999		2007
Underground Or Submarine Communication Lines	**Underground or submarine communication lines** means cable, wire or other lines located off the premises shown in the Declarations: • below ground level; • under water; or • in conduit on or near the surface of the ground, but not overhead, across bridges or through tunnels, used to transmit signals.	*Underground Or Submarine Communication Lines*	**Underground or submarine communication lines** means cable, wire or other lines or equipment: • below ground level; • under water; or • in conduit on or near the surface of the ground, but not overhead, across bridges or through tunnels, used to transmit signals.

(80-02-1072 (Ed. 1-99))

Underground or submarine communication lines definition has been editorially revised.

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

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

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Exclusions

Unless otherwise stated below, the Earthquake exclusion:

- is deleted with respect to the premises and coverages shown in the Schedule above; and
- is not deleted and remains in effect for Newly Acquired Premises, Any Other Location or any coverage or premises not shown in the Schedule above.

If Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Earthquake exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

If Cell Site Premises is shown in the Schedule above without a premises address, the Earthquake exclusion is deleted with respect to the coverages shown under Cell Site Premises above at any of your **cell site premises** if such **cell site premises** was reported in the last report of **cell site premises** you filed with us or was acquired after the date of your last report.

Earthquake

To the extent that this endorsement applies to a premises shown in the Schedule above or a **cell site premises** as described above, it also applies to the following coverages applicable to such premises or **cell site premises**:

- Contractual Penalties (if Business Income is shown in the Schedule above);
- Debris Removal;
- Fees (if Business Income is shown in the Schedule above);
- Fire Department Service Charges;
- Installation;
- Inventory Or Appraisals;
- Leasehold Interest - Undamaged Tenant's Improvements And Betterments;
- Loss Prevention Expenses;
- Outdoor Trees, Shrubs, Plant Or Lawns;
- Personal Property Of Employees; or
- Pollutant Clean-Up Or Removal.

If any Coverage shown in the Schedule above does not contain an exclusion for Earthquake, the terms and conditions of this endorsement apply to such Coverages to the extent such Coverages apply at premises shown in the Schedule above or at a **cell site premises** as described above.

Property Insurance

Endorsement

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Additional Exclusions

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.

Earthquake

A. Except as provided in paragraphs E., F. and G. 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 for in paragraphs E. and F. 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 Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Earthquake exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

F. If Transmission Property is shown in the Schedule above, the Earthquake exclusion is deleted:
   1. with respect to the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance included in this policy; and
   2. at any of your transmission premises only if such transmission premises were reported in the last report of transmission premises you filed with us or was acquired after the date of your last report.

If the Schedule shown above includes **business income** or **extra expense**, the Earthquake exclusion and any **earthquake** limitations are not deleted and remain in effect for:

- Dependent Business Premises;
- Civil Authority; and
- Loss of Utilities,

unless shown under Premises Coverages in the Schedule above.

Under Limits Of Insurance, and only with respect to the forms shown above, the following is added:

Limits Of Insurance

A. Earthquake Per Occurrence Limit Of Insurance

Subject to the:

- Earthquake Policy Aggregate Limit Of Insurance described in paragraph B. below and shown in the Schedule above;
- applicable Annual Aggregate Limit shown under Premises Limits in the Schedule above; and
- applicable Earthquake Deductible or Waiting Period shown under Premises Limits in the Schedule above,

the most we will pay, in any one **earthquake** for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Earthquake Per Occurrence Limit Of Insurance shown in the Schedule above,

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

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

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

If Overhead Communication Lines or Underground Or Submarine Communication Lines is shown above, the Annual Aggregate Limit, Earthquake Deductible or Waiting Period or Earthquake Per Occurrence Limit Of Insurance applicable to Overhead Communication Lines or Underground Or Submarine Communication Lines is shown under Limits in the Schedule above.

B. Earthquake Policy Aggregate Limit Of Insurance

Earthquake *(continued)*

G. 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;
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.

H. The Earthquake exclusion and any earthquake limitations are not deleted and remain in effect for Civil Authority – Transmission Property.

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

Property Insurance

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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 and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake** is the Earthquake Policy Aggregate Limit Of Insurance shown in the Schedule above, regardless of any other cause or event that directly or indirectly:

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

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

Deductible

Earthquake

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

We will pay the amount of loss or damage in excess of the applicable deductible amount shown under Premises Limits in the Schedule above, if such loss or damage is caused by or results from **earthquake**.

Such deductible amount will apply separately at each premises for each **earthquake**.

Waiting Period

Earthquake

If Business Income With Extra Expense or Business Income Without Extra Expense is shown above, the following is added under Waiting Period:

We will pay the amount of **business income** loss that is incurred after the applicable Earthquake Waiting Period shown under Premises Limits in the Schedule above, if such loss is caused by or results from covered direct physical loss or damage by **earthquake**.

Such waiting period:

- will apply separately at each premises for each **earthquake**;
- begins immediately following the time of the covered direct physical loss or damage; and
- does not apply to **extra expense**.

Property Insurance

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Limits Of Insurance

Earthquake (continued)

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 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 Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, the applicable deductible shown in the Schedule above applies separately at each premises for each occurrence.

E. If a deductible applicable to Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines 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).

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.

Hours shown for a waiting period are normal business hours.

Under Conditions, the following condition is added:

Conditions

Single Occurrence - 168 Hours

If more than one earthquake shock occurs within any period of 168 hours, these earthquake shocks will be considered a single earthquake and deemed to have occurred at the time of the first shock.

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

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:

Loss Payment Basis

Under Loss Payment Basis, Ordinance Or Law is deleted and replaced with the following:

Ordinance Or Law

If there is an ordinance or law in effect at the time of loss or damage that regulates zoning, land use or construction of a **building, telecommunications property, towers or antennas** or **building or renovations under construction**, and if that ordinance or law affects the repair or replacement of the lost or damaged **building, telecommunications property, towers or antennas** or **building or renovations under construction**, and if you:

A. repair or replace the **building, telecommunications property, towers or antennas** or **building or renovations under construction** as soon as reasonably possible, the valuation will include:

1. a. the replacement cost of the damaged and undamaged portions of the **building, telecommunications property, towers or antennas** or **building or renovations under construction**; or

   b. the actual cash value of the damaged and undamaged portions of the **building, telecommunications property, towers or antennas** or **building or renovations under construction** (if the applicable Loss Payment Basis shown in the Declarations is actual cash value);

2. the costs to demolish and clear the site of the undamaged portion of the **building, telecommunications property, towers or antennas** or **building or renovations under construction**; and

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This Endorsement applies to the following forms:

Loss Payment Basis

Under Loss Payment Basis, the following is added:

Ordinance Or Law – Towers Or Antennas

If there is an ordinance or law in effect at the time of loss or damage that regulates zoning, land use or construction of **towers or antennas**, and if that ordinance or law affects the repair or replacement of the lost or damaged **towers or antennas**, and if you:

A. repair or replace the **towers or antennas** as soon as reasonably possible, the valuation will include:

1. a. the replacement cost of the damaged and undamaged portions of the **towers or antennas**; or

   b. the actual cash value of the damaged and undamaged portions of the **towers or antennas** (if the applicable Loss Payment Basis shown in the Declarations is Actual Cash Value);

2. the costs to demolish and clear the site of the undamaged portion of the **towers or antennas**; and

3. the increased cost to repair or replace the **towers or antennas** to the same general size at the same site to the minimum standards of such ordinance or law, except we will not include any costs:

   a. for land, water or air, either inside or outside of a structure;

Ordinance Or Law (continued)

3. the increased cost to repair or replace the **building, towers or antennas** or **building or renovations under construction** to the same general size or **telecommunications property** for the same general use, to the minimum standards of such ordinance or law, except we will not include any costs:

   a. for land, water or air, either inside or outside of a **building**;

   b. for paved or concrete surfaces, retaining walls, foundations or supports below the surface of the lowest floor or basement, unless specifically covered by this policy, or **outdoor trees, shrubs, plants or lawns**;

   c. incurred outside the legal property boundary of the premises shown in the Declarations;

   d. if **building, telecommunications property, towers or antennas** or **building or renovations under construction** is valued on an actual cash value basis; or

   e. for any ordinance or law that you were required to, but failed to, comply with before the loss; or

B. do not repair or replace the **building, telecommunications property, towers or antennas** or **building or renovations under construction**, the valuation will include:

   1. the actual cash value of the damaged and undamaged portions of the **building, telecommunications property, towers or antennas** or **building or renovations under construction**; and

   2. the cost to demolish and clear the site of the undamaged portion of the **building, telecommunications property, towers or antennas** or **building or renovations under construction**.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and
- an excluded peril,

the valuation will not include the Ordinance Or Law costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including Ordinance Or Law costs, unless the Ordinance Or Law applies solely to that portion of the **building, telecommunications property, towers or antennas** or **building or renovations under construction** which suffered the covered direct physical loss or damage.

The valuation will not include any costs for undamaged **tenant's improvements and betterments** that are payable under the Additional Coverage for Leasehold Interest - Undamaged Tenant's Improvements and Betterments.

Ordinance Or Law – Towers Or Antennas (continued)

   b. for paved or concrete surfaces, retaining walls, foundations or supports below the surface of the lowest floor or basement, unless specifically covered by this policy, or **outdoor trees, shrubs, plants or lawns**;

   c. incurred outside the legal property boundary of the premises shown in the Declarations;

   d. if **towers or antennas** are valued on an actual cash value basis; or

   e. attributable to any ordinance or law that you were required to, but failed to, comply with before the loss; or

B. do not repair or replace the **towers or antennas**, the valuation will include:

   1. the actual cash value of the damaged and undamaged portions of the **towers or antennas**; and

   2. the cost to demolish and clear the site of the undamaged portion of the **towers or antennas**.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and
- an excluded peril,

the valuation will not include the Ordinance Or Law costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including Ordinance Or Law costs, unless the Ordinance Or Law applies solely to that portion of the **towers or antennas** which suffered the covered direct physical loss or damage.

This Loss Payment Basis does not apply to:

- any increase in costs, loss or damage associated with the enforcement of any ordinance or law 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 assess the effects of fungus or pollutants; or
- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination,

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 Ordinance Or Law Loss Payment Basis does not apply to the Fungus Clean-up Or Removal Premises Coverage or Pollutant Clean-up Or Removal Premises Coverage.

If a maximum value for ordinance or law is shown in the Declarations, then, subject to the applicable Limits Of Insurance shown in the Declarations, such maximum value is the most we will consider under Ordinance Or Law.

Property Insurance

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Effective Date

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Under Definitions, the definition of Period Of Restoration is deleted and replaced with the following:

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. with 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. **telecommunications property** consisting of materials, machinery, equipment, supplies and temporary structures used in the construction, or for making additions, 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 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 on the date of the direct physical loss or damage,

not to exceed 12 consecutive months from the date the lost or damaged **property** is actually replaced and your **operations** are resumed.

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

If loss or damage occurs to a:

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

Property Insurance

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Effective Date

Policy Number

Under Definitions, the definition of Period Of Restoration is 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, overhead communication lines, underground or submarine communication lines or transmission 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, overhead communication lines, underground or submarine communication lines or transmission 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, overhead communication lines, underground or submarine communication lines or transmission 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, overhead communication lines, underground or submarine communication lines or transmission property** is actually repaired or replaced and your **operations** are restored.

Definitions

Period Of Restoration (continued)

for the purpose of determining **period of restoration** following such loss, **property** should also include:

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

In determining the **business income** that would have existed if no direct physical loss or damage occurred, no consideration will be given to any **business income** loss caused by or resulting from unfavorable market conditions caused by or resulting from the impact that the **covered peril** had in the geographic area where the lost or damaged property is located.

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; or
- 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**.

All other terms and conditions remain unchanged.

Authorized Representative

Amended Definitions

Period Of Restoration (continued)

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, overhead communication lines, underground or submarine communication lines or transmission property is located.

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.

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:

ONLY THE EXCLUSIONS SHOWN IN THE SCHEDULE BELOW APPLY

SCHEDULE

Exclusions

Under Exclusions, the exclusions shown in the Schedule above are added.

Except for In Transit; International Air Shipments; Any Other Location; Exhibition, Fair or Trade Show; Salespersons Samples; Installation; Overhead Communication Lines; or Underground Or Submarine Communication Lines, 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.

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

For In Transit; International Air Shipments; Any Other Location; Exhibition, Fair or Trade Show; Salespersons Samples; Installation; Overhead Communication Lines; or Underground Or Submarine Communication Lines, these exclusions:

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

If Cell Site Premises is shown in the Schedule above without a premises address, these exclusions:

- apply to the coverages shown under Cell Site Premises in the Schedule above at any of your unspecified **cell site premises**; and
- are described in the Additional Exclusions section of this endorsement.

Additional Exclusions

Ammonia Contamination

This insurance does not apply to loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of ammonia from any processing equipment, plumbing system, refrigeration system, cooling system or heating system.

This Ammonia Contamination exclusion does not apply:

- if the discharge, dispersal, seepage, migration, release or escape of ammonia is caused by or results from any of the **specified perils**; or
- to ensuing loss or damage caused by or resulting from a **specified peril**.

Basement Water

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

A. water that backs up or overflows from a sewer, drain or sump;

B. water under the ground surface pressing on, or flowing or seeping through:

1. foundations, walls, floors or paved surfaces;
2. basements, whether paved or not; or
3. doors, windows or other openings;

C. discharge of water or other substances from within any part of the plumbing, air conditioning or heating system of the premises; or

D. influx of water from any source,

which causes or results in water in the basement.

This Basement 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**.

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Property Insurance

Endorsement

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

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

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**.

Property Insurance

Endorsement

Effective Date

Policy Number

Additional Exclusions

Under Additional Exclusions, the exclusions shown in the Schedule above are added.

Except for In Transit, International Air Shipments, Any Other Location, Exhibition, Fair Or Trade Show, Salespersons Samples, Deferred Payments, Installation, Mobile Equipment, Overhead Communication Lines, Underground Or Submarine Communication Lines, Transmission Property and Newly Acquired Property, 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, Mobile Equipment, Overhead Communication Lines, Underground Or Submarine Communication Lines and Newly Acquired Property, these exclusions:

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

If Transmission Property is shown above, these exclusions:

- apply to all of the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance; 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**.

Inherent Vice

This insurance does not apply to loss or damage caused by or resulting from inherent vice or hidden or latent defect.

This Inherent Vice exclusion does not apply to 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. any general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the unusual and rapid accumulation or runoff (including the seepage, leakage or influx) of surface waters from any source; or
2. mudslides or mudflows which are caused by the unusual and rapid accumulation or runoff of surface waters from any source and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;

B. any collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in the 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;

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, floors or paved surfaces;
2. basements, whether paved or not; or
3. doors, windows or other openings.

This Inundation, Back-Up And Mudflow exclusion does not apply to ensuing loss or damage caused by or resulting from:

- a **specified peril** that results from inundation, back-up and mudflow; or
- tsunami resulting from earthquake.

Leakage From Fire Protection Equipment

This insurance does not apply to loss or damage caused by or resulting from leakage or discharge of any substance from an automatic sprinkler system, including collapse of a tank that is part of the system, or leakage from any fire protection or extinguishing system.

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 mean Leakage From Fire Protection Equipment.

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
- 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**.

Property Insurance

Endorsement

Effective Date

Policy Number

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

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 mean Sinkhole Collapse.

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;
- contributes in any sequence to or
- worsens,

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

Property Insurance

Endorsement

Effective Date

Policy Number

Additional Exclusions
(continued)

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 fire suppression or for additional purposes;
- collapse of tanks forming a part of the fire protection equipment, including the component parts or supports of those tanks; or
- 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.

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**.

Surface Water

This insurance does not apply to loss or damage caused by or resulting from seepage, leakage or influx of surface water or backing up of sewers into a building.

This Surface Water exclusion does not apply 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 the unlawful taking and carrying away of covered property with the intent to deprive the rightful owner of that covered property.

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 mean 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.

All volcanic eruptions that occur within a 168-hour period will constitute a single occurrence.

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 mean Volcanic Action.

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

Effective Date

Policy Number

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;
- contributes in any sequence to [or]
- [worsens.]

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 [mean] Windstorm or Hail.

Definitions

Under Definitions, the following definition is added:

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

Effective Date

Policy Number

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 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

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

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 as otherwise stated below, the most we will pay in any one [occurrence] for:

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

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

SEE NEW PAGE 3

if covered, 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; Installation; Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the most we will pay in any one occurrence for:

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

if covered, 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; Installation; Overhead Communication Lines or Underground Or Submarine Communication Lines.

If Cell Site Premises is shown in the Schedule above without a premises address, the most we will pay in any one occurrence for:

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

if covered, at any of your unspecified **cell site premises** 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.

Under Conditions, the following are added:

Conditions

Building And Personal Property Coinsurance

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

Business Income Coinsurance

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

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Property Insurance

Endorsement

Effective Date

Policy Number

Definitions

Under Definitions, the following definitions are added:

Ammonia Contamination

Ammonia contamination means discharge, dispersal, seepage, migration, release or escape of ammonia from any processing equipment, plumbing system, refrigeration system, cooling system or heating system.

Ammonia contamination does not include a **specified peril** that ensues from the discharge, dispersal, seepage, migration, release or escape of ammonia from any processing equipment, plumbing system, refrigeration system, cooling system or heating system.

Basement Water

Basement water means:

A. water that backs up or overflows from a sewer, drain or sump;

B. water under the ground surface pressing on, or flowing or seeping through:

1. foundations, walls, floors or paved surfaces;
2. basements, whether paved or not; or
3. doors, windows or other openings;

C. discharge of water or other substances from within any part of the plumbing, air conditioning or heating system of the premises; or

D. influx of water from any source,

which causes or results in water in the basement.

Basement water does not mean:

- water or other substance discharged from within any part of fire protection equipment; or
- water damage caused by or resulting from any fire.

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;

Property Insurance

Endorsement

Effective Date

Policy Number

Limits Of Insurance

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:

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, Installation, Mobile Equipment, Overhead Communication Lines, Underground Or Submarine Communication Lines or Transmission Property 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, Installation, Mobile Equipment, Overhead Communication Lines, Underground Or Submarine Communication Lines or Transmission Property.

Conditions

Under Conditions, the following are added:

Building And Personal Property Coinsurance

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

- contributes in any sequence to; or
- worsens,

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

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**.

Electric Arcing

Electric arcing means direct physical loss or damage to property caused by or resulting from electric arcing of that property.

Electric Arcing does not mean:

- direct physical loss or damage that results to other insured building or telecommunications property; or
- ensuing direct physical loss or damage caused by or resulting from a peril not otherwi excluded.

Inherent Vice

Inherent vice means inherent vice.

Inherent vice does not mean ensuing direct physical loss or damage caused by or resulting from a **specified peril**.

Business 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**.

Inundation, Back-Up And Mudflow

Inundation, back-up and mudflow means:

A. any general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the unusual and rapid accumulation or runoff (including the seepage, leakage or influx) of surface waters from any source; or

2. mudslides or mudflows which are caused by the unusual and rapid accumulation or runoff of surface waters from any source and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;

B. any collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in the 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;

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, floors or paved surfaces;

2. basements, whether paved or not; or

3. doors, windows or other openings.

Inundation, back-up and mudflow does not include:

- a **specified peril** that results from inundation, back-up and mudflow; or
- tsunami resulting from earthquake.

Latent Defect

Latent defect means hidden or latent defect.

Latent defect does not mean ensuing direct physical loss or damage caused by or resulting from a **specified peril**.

Leakage From Fire Protection Equipment

See New Page 6

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

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:

- the cost of restoring the damaged portion of the "fire protection equipment" in the event loss or damage to the "fire protection equipment" as 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.

Mechanical Breakdown

Mechanical breakdown means direct physical loss or damage to property caused by or resulting from mechanical breakdown of that property.

Mechanical breakdown does not mean:

- direct physical loss or damage that results to other insured **building** or **telecommunications property**; or
- ensuing direct physical loss or damage caused by or resulting from a peril not otherwise excluded.

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

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

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

Inundation, Back-Up And Mudflow (continued)

- 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**.

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**.

Steam Boiler

Steam boiler means direct physical loss or damage to any steam boiler, steam pipe, steam turbine or steam engine caused by or resulting from any condition or occurrence within that steam boiler, steam pipe, steam turbine or steam engine; and

- any resulting **business income** loss; or
- any resulting **extra expense**,

if covered.

Surface Water

Surface water means seepage, leakage or influx of surface water or backing up of sewers into a building.

Theft

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

Vandalism

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.

All volcanic eruptions that occur within a 168-hour period will constitute a single occurrence.

Definitions

Spoilage (continued)

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**.

Theft

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

Vandalism

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.

SEE NEW PAGE 7

Property Endorsement
(continued)

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.

Voluntary parting does not include a **specified peril** that ensues 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.

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

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

Windstorm Or Hail

Windstorm or hail means windstorm or hail.

Windstorm or hail does not mean:

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

whether driven by wind or not.

All other terms and conditions remain unchanged.

Authorized Representative

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 OF PREMISES

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 Loss Payment Basis, and only with respect to the premises shown in the Schedule of Premises above, Replacement Cost Basis, Actual Cash Value Basis and Ordinance or Law are deleted, and the following are added:

Loss Payment Basis

Replacement Cost Basis

Lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage, but not more than you actually spend to repair or replace such property at the same or another location for the same use or occupancy. There is no deduction for physical deterioration or depreciation.

If you replace the lost or damaged **building, building or renovations under construction, mobile telecommunications equipment, overhead communications lines, personal property of employees, research and development property, telecommunications property, towers or antennas, or underground or submarine communications lines** the valuation will include customs duties incurred.

If you do not repair or replace the covered property, we will only pay as provided under Actual Cash Value Basis.

If you commence the repair or replacement of the lost or damaged covered property within 24 months from the date of the loss or damage, we will pay you the difference between the actual cash value previously paid and the lesser of the replacement cost at the time of:

- loss or damage; or
- actual replacement.

If the Loss Payment Basis shown in the Declarations for **contractors' equipment** is replacement cost basis, valuation for **contractors' equipment** will be in accordance with the replacement cost basis for **telecommunications property**.

Replacement Cost Basis does not include any costs resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair or replacement of any property; or
- requires the tearing down of any property, including the cost of removing its debris.

Actual Cash Value Basis

If the Loss Payment Basis shown in the Declarations is actual cash value, lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- physical depreciation;

Property Insurance

Endorsement

Effective Date

Policy Number

Under Loss Payment Basis, and only with respect to the premises shown in the Schedule above, Replacement Cost Basis, Actual Cash Value Basis and Ordinance Or Law are deleted, and the following are added:

Loss Payment Basis

Replacement Cost

Lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage, but not more than you actually spend to repair or replace such property at the same or another location for the same use or occupancy. There is no deduction for physical deterioration or depreciation.

If you replace the lost or damaged covered property, the valuation will include customs duties incurred.

If you do not repair or replace the covered property, we will only pay as provided under Actual Cash Value Basis.

If you commence the repair or replacement of the lost or damaged covered property within 24 months from the date of the loss or damage, we will pay you the difference between the actual cash value previously paid and the lesser of the:

- replacement cost at the time of loss or damage; or
- actual costs you incur to repair or replace.

If the Loss Payment Basis shown in the Declarations for **contractors' equipment** or **mobile equipment** is replacement cost basis, valuation for **contractors' equipment** or **mobile equipment** will be in accordance with the replacement cost basis for **personal property**.

Replacement Cost Basis does not include any costs resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair or replacement of any property; or
- requires the tearing down of any property, including the cost of removing its debris.

Payment under the Replacement Cost Basis will not be made until the completion of the repairs or the replacement of the covered property.

Actual Cash Value

If the Loss Payment Basis shown in the Declarations is actual cash value, lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- physical depreciation;
- obsolescence; and

- obsolescence; and
- depletion.

Contractors' equipment is valued on an actual cash value basis as described above, unless the Loss Payment Basis shown in the Declarations is replacement cost.

Actual Cash Value Basis does not include any costs resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair, or replacement of any property; or
- requires the tearing down of any property, including the cost of removing its debris.

Under Definitions, and only with respect to the premises shown in the Schedule of Premises above, the definition of Period Of Restoration is deleted, and replaced with the following:

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 with 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. **telecommunications property** consisting of materials, machinery, equipment, supplies and temporary structures used in the construction, or for making additions, 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 repair or replace the **property**, not to exceed 12 consecutive months from the date the lost or damaged **property** is actually replaced and your **operations** are resumed.

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

If loss or damage occurs to a:

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

for the purpose of determining **period of restoration** following such loss, **property** should also include:

Actual Cash Value
(continued)

- depletion.

Contractors' equipment and mobile equipment are valued on an actual cash value basis as described above, unless the Loss Payment Basis shown in the Declarations is replacement cost.

Actual Cash Value Basis does not include any costs resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair, or replacement of any property; or
- requires the tearing down of any property, including the cost of removing its debris.

If Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income Coverage are shown above, the following applies:

Under Definitions, and only with respect to the premises shown in the Schedule above, the definition of Period Of Restoration is deleted and replaced with the following:

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, overhead communication lines, underground or submarine communication lines** or **transmission 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, overhead communication lines, underground or submarine communication lines** or **transmission 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 repair or replace the **property, overhead communication lines, underground or submarine communication lines** or **transmission property**, 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, overhead communication lines, underground or submarine communication lines** or **transmission property** is actually repaired or replaced and your **operations** are restored.

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,

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

In determining the **business income** that would have existed if no direct physical loss or damage occurred, no consideration will be given to any **business income** loss caused by or resulting from unfavorable market conditions caused by or resulting from the impact that the **covered peril** had in the geographic area where the lost or damaged property is located.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair or replacement of any property; or
- requires the tearing down of any property, including the removal of such property.

All other terms and conditions remain unchanged.

Authorized Representative

Definitions

Period Of Restoration (continued)

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**, overhead communication lines, underground or submarine communication lines or transmission **property** is located.

Period of restoration does not include any increased period of time resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair or replacement of any property;
- requires the tearing down of any property, including the removal of such property; or
- requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of fungus or pollutants, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.

If Rental Income is shown above, the following applies.

Under Definitions, and only with respect to the premises shown in the Schedule above, the definition of Period Of Restoration is deleted, and replaced with the following:

Definitions

Period Of Restoration

Period of restoration means the period of time that 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, alterations or repairs to, the structure.

Definitions

Period Of Restoration (continued)

Period of restoration will continue until your **operations** are restored with reasonable speed, to the level which would generate the rental **income** amount that would have existed if no direct physical loss or damage occurred, including the time required to repair or replace the **property**, not to exceed the applicable number of days shown as Extended Period in the Declarations, beginning on the date the lost or damaged **property** is actually repaired or replaced and your **operations** are restored.

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

If loss or damage occurs at a utility, for the purpose of determining **period of restoration** following such loss or damage, **property** should also include **personal property of a utility**.

In determining the rental **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.

Period of restoration does not include any increased period of time resulting from or associated with the enforcement of any ordinance or law that:

- regulates the construction, use, zoning, repair or replacement of any **property**;
- requires the tearing down of any **property**, including the removal of such **property**; or
- requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **fungus** or **pollutants**, except as provided under the Fungus Clean-up Or Removal or the Pollutant Clean-up Or Removal Premises Coverages.

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

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

Exclusions

Unless otherwise stated below, the Earthquake exclusion:

- is deleted with respect to the premises and coverages shown in the Schedule above; and
- is not deleted and remains in effect for Newly Acquired Premises, Any Other Location or any coverage or premises not shown in the Schedule above.

If Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Earthquake exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

If Cell Site Premises is shown in the Schedule above without a premises address, the Earthquake exclusion is deleted with respect to the coverages shown under Cell Site Premises above at any of your **cell site premises** if such **cell site premises** was reported in the last report of **cell site premises** you filed with us or was acquired after the date of your last report.

Earthquake

To the extent that this endorsement applies to a premises shown in the Schedule above or a **cell site premises**, as described above, it also applies to the following coverages applicable to such premises or **cell site premises**:

- Contractual Penalties (if Business Income is shown in the Schedule above);
- Debris Removal;
- Fees (if Business Income is shown in the Schedule above);
- Fire Department Service Charges;
- Installation;
- Inventory Or Appraisals;
- Leasehold Interest - Undamaged Tenant's Improvements And Betterments;
- Loss Prevention Expenses;
- Outdoor Trees, Shrubs, Plant Or Lawns;
- Personal Property Of Employees; or
- Pollutant Clean-Up Or Removal.

If any Coverage shown in the Schedule above does not contain an exclusion for Earthquake, the terms and conditions of this endorsement apply to such Coverages to the extent such Coverages apply at premises shown in the Schedule above or at a **cell site premises** as described above.

If the Schedule shown above includes **business income** or **extra expense**, the Earthquake exclusion and any **earthquake** limitations are not deleted and remain in effect for:

- Dependent Business Premises;

Property Insurance

Endorsement

Effective Date

Policy Number

Additional Exclusions

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.

Earthquake

A. Except as provided in paragraphs E., F. and G. 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 paragraphs E. and F. 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 Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Earthquake exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

F. If Transmission Property is shown in the Schedule above, the Earthquake exclusion is deleted:
   1. with respect to the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance included in this policy; and
   2. at any of your transmission premises only if such transmission premises were reported in the last report of transmission premises you filed with us or was acquired after the date of your last report.

- Civil Authority; and
- Loss of Utilities,

unless shown under Premises Coverages in the Schedule above.

Under Limits Of Insurance, and only with respect to the forms shown above, the following is added:

Limits Of Insurance

A. Earthquake/Earthquake Sprinkler Leakage Per Occurrence Limit Of Insurance

Subject to the:

- Earthquake Policy Aggregate Limit Of Insurance described in paragraph B. below and shown in the Schedule above;
- applicable Annual Aggregate Limit shown under Premises Limits in the Schedule above; and
- applicable Earthquake Deductible or Waiting Period shown under Premises Limits in the Schedule above,

the most we will pay, in any one **earthquake**, for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Earthquake Per Occurrence Limit Of Insurance shown in the Schedule above,

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

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

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

If Overhead Communication Lines or Underground Or Submarine Communication Lines is shown above, the Annual Aggregate Limit, Earthquake Deductible or Waiting Period or Earthquake Per Occurrence Limit Of Insurance applicable to Overhead Communication Lines or Underground Or Submarine Communication Lines is shown under Limits in the Schedule above.

B. Earthquake/Earthquake Sprinkler Leakage Aggregate Limit Of Insurance

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 and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake**, is the Earthquake Policy Aggregate Limit Of Insurance shown in the Schedule above, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;

Earthquake
(continued)

G. 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;
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.

H. The Earthquake exclusion and any earthquake limitations are not deleted and remain in effect for Civil Authority – Transmission Property.

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

- contributes in any sequence to; or
- worsens,

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

Deductible

Earthquake

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

We will pay the amount of loss or damage in excess of the applicable deductible amount shown under Premises Limits in the Schedule above, if such loss or damage is caused by or results from **earthquake**.

Such deductible amount will apply separately at each premises for each **earthquake**.

Waiting Period

Earthquake

If Business Income With Extra Expense or Business Income Without Extra Expense is shown above, the following is added under Waiting Period:

We will pay the amount of **business income** loss that is incurred after the applicable Earthquake Waiting Period shown under Premises Limits in the Schedule above, if such loss is caused by or results from covered direct physical loss or damage by **earthquake**.

Such waiting period:

- will apply separately at each premises for each **earthquake**;
- begins immediately following the time of the covered direct physical loss or damage; and
- does not apply to **extra expense**.

Hours shown for a waiting period are normal business hours.

Under Conditions, the following condition is added:

Limits Of Insurance

Earthquake/Earthquake Sprinkler Leakage (continued)

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 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 Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, the applicable deductible shown in the Schedule above applies separately at each premises for each occurrence.

E. If a deductible applicable to Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines 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).

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.

Conditions

Single Occurrence - 168 Hours

If more than one earthquake shock occurs within any period of 168 hours, these earthquake shocks will be considered a single earthquake and deemed to have occurred at the time of the first shock.

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 results from **earthquake**; and
- tsunami.

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

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.

"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.

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:

Definition

Specified Peril

Specified peril means:

- aircraft or self-propelled missiles;
- explosion;
- fire or lightning;

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.

- **leakage from "fire protection equipment"**;
- mine subsidence;
- riot or civil commotion;
- sinkhole collapse;
- smoke;
- vandalism;
- vehicles;
- volcanic action; or
- windstorm or hail.

Specified peril does not mean **leakage from "fire protection equipment"** if such leakage directly results from **earthquake**.

All other terms and conditions remain unchanged.

Authorized Representative

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

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

Windstorm Or Hail

Under Deductible and only with respect to:

- Overhead Communication Lines Coverage and
- the perils of windstorm and hail,

the following is added:

We will pay:

- the amount of loss or damage in excess of the Property Damage Dollar Deductible or Property Damage Percentage Deductible shown in the Schedule above; and
- the amount of loss after the Business Income Waiting Period shown in the Schedule above for **business income**,

if such loss or damage is caused by or results from windstorm or hail, regardless of any other cause or event that directly or indirectly:

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

the loss or damage.

The Deductibles or Waiting Period apply per occurrence as described below:

A. Property Damage Dollar Deductible:

The Limit Of Insurance for Overhead Communication Lines Coverage does not apply until the amount of such loss or damage exceeds the deductible amount shown above and then such limit applies in excess of this deductible amount.

B. Property Damage Percentage Deductible:

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

- apply the percentage shown above to the sum of the 100% value(s) you most recently furnished us for all **overhead communication lines** to determine the deductible; and
- pay the loss in excess of such deductible determined subject to the Limit Of Insurance for Overhead Communication Lines shown in the Declarations.

The percentage deductible determined above will apply to each occurrence and will not be less than $1,000.

Property Insurance

Endorsement

Effective Date

Policy Number

Deductible

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

- Overhead Communication Lines Property And Business Income Additional Coverage;
- Property And Business Income Coverages For Transmission Property; and
- forms shown above;

and is replaced by the following:

A. The most we will pay, in any occurrence, for direct physical loss or damage to overhead communication lines or transmission property 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 overhead communication lines or transmission property 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:
   a. Overhead Communication Lines; or
   b. Transmission Property.

E. Property Damage Dollar Deductible:

The applicable Limits Of Insurance for Overhead Communication Lines and Transmission Property:

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

C. Business Income Waiting Period.

Following a covered direct physical loss or damage to **overhead communication lines** caused by or resulting from windstorm or hail, we will pay the **actual business income** loss you incur, subject to the Limit Of Insurance for Overhead Communication Lines, beginning at the conclusion of the waiting period shown above.

The waiting period begins immediately following the direct physical loss or damage by windstorm or hail to **overhead communication lines**.

Extra expense loss is not subject to a waiting period.

All other terms and conditions remain unchanged.

Authorized Representative

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

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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Exclusions

Unless otherwise stated below, the Flood exclusion:

- is deleted with respect to the premises and coverages shown in the Schedule above; and
- is not deleted and remains in effect for Newly Acquired Premises, Any Other Location or any coverage or premises not shown in the Schedule above.

If Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Flood exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

If Cell Site Premises is shown in the Schedule above without a premises address, the Flood exclusion is deleted with respect to the coverages shown under Cell Site Premises above at any of your **cell site premises** if such **cell site premises** was reported in the last report of **cell site premises** you filed with us or was acquired after the date of your last report.

Flood

To the extent that this endorsement applies to a premises shown in the Schedule above or a **cell site premises** as described above, it also applies to the following coverages applicable to such premises or **cell site premises**:

- Contractual Penalties (if Business Income is shown in the Schedule above);
- Debris Removal;
- Fees (if Business Income is shown in the Schedule above);
- Fire Department Service Charges;
- Installation;
- Inventory Or Appraisals;
- Leasehold Interest - Undamaged Tenant's Improvements And Betterments;
- Loss Prevention Expenses;
- Outdoor Trees, Shrubs, Plant Or Lawns;
- Personal Property Of Employees; or
- Pollutant Clean-Up Or Removal.

If any Coverage shown in the Schedule above does not contain an exclusion for Flood, the terms and conditions of this endorsement apply to such Coverages to the extent such Coverages apply at premises shown in the Schedule above or at a **cell site premises** as described above.

If the Schedule shown above includes **business income** or **extra expense**, the Flood exclusion and any **flood** limitations are not deleted and remain in effect for:

- Dependent Business Premises;
- Civil Authority; and
- Loss of Utilities,

unless shown under Premises Coverages in the Schedule above.

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., F. and G. 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 for in paragraphs E. and F. 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 Overhead Communication Lines or Underground Or Submarine Communication Lines is shown in the Schedule above, the Flood exclusion is deleted for such coverages, regardless of whether a premises is shown in the Schedule above.

F. If Transmission Property is shown in the Schedule above, the Flood exclusion is deleted:
   1. with respect to the Property And Business Income Coverages For Transmission Property contained in the Telecommunications Extension For Property/Business Income Insurance included in this policy; and
   2. at any of your **transmission premises** only if such **transmission premises** were reported in the last report of **transmission premises** you filed with us or was acquired after the date of your last report.

Property Insurance

Endorsement

Effective Date

Policy Number

Under Limits Of Insurance, and only with respect to the forms shown above, the following is added:

Limits Of Insurance

A. Policy Aggregate Limit

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 and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood** is the Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly:

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

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

B. Per Occurrence Limit

Subject to the:

- Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above;
- applicable Aggregate Limit shown under Premises Limits in the Schedule above; and
- applicable Deductible or Waiting Period shown under Premises Limits in the Schedule above,

the most we will pay, in any one **flood**, for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Per Occurrence Limit shown under Premises Limits in the Schedule above,

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

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

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

Additional Exclusions

Flood (continued)

G. 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;
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.

H. The Flood exclusion and any **flood** limitations are not deleted and remain in effect for Civil Authority – Transmission Property.

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 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 **flood**, is the lesser of the applicable:

4. Limits Of Insurance shown in the Declarations; or

Limits Of Insurance

Flood
(continued)

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:

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.

If Overhead Communication Lines or Underground Or Submarine Communication Lines is shown above, the Annual Aggregate Limit, Deductible or Per Occurrence Waiting Period or Per Occurrence Limit applicable to Overhead Communication Lines or Underground Or Submarine Communication Lines is shown under Limits in the Schedule above.

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

Deductible

Flood

We will pay the amount of loss or damage in excess of the applicable per occurrence deductible amount shown under Premises Limits in the Schedule above, if such loss or damage is caused by or results from **flood**.

Such deductible amount:

- will apply separately for each **flood**; and
- does not apply to **business income** loss or **extra expense**.

No payment will be made under this insurance for loss or damage caused by or resulting from **flood** until the deductible amount shown in the Schedule above has been used up.

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**:

A. exceeds the **flood** deductible shown in the Schedule above, no deductible shall apply to **flood** under this policy; or

B. 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:

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

If Business Income With Extra Expense or Business Income Without Extra Expense is shown above, the following is added under Waiting Period:

Waiting Period

Flood

We will pay the amount of **business income** loss that is incurred after the applicable per occurrence waiting period shown under Premises Limits in the Schedule above, if such loss is caused by or results from covered direct physical loss or damage by **flood**.

Such waiting period:

- will apply separately at each premises for each **flood**;
- begins immediately following the time of the covered direct physical loss or damage; and
- does not apply to **extra expense**.

Hours shown for a waiting period are normal business hours.

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
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).

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.

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

Deductible
(continued)

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

Endorsement

Effective Date

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**.

Conditions

Other Insurance

Under Conditions, Other Insurance is amended to add the following:

This insurance is excess of any **primary insurance** provided to you, regardless of whether the loss or damage would otherwise be covered under this policy.

Definitions

Flood

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

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:

- high risk;
- moderate risk;
- low risk; or
- any other

premises in the Schedule above; or

- Overhead Communication Lines; or
- Underground or Submarine Communication Lines,

in the Schedule above.

Property Insurance

Endorsement

Effective Date

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

Flood

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

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

Inundation, Back-up And Mudflow

Under Definitions, the following definitions are added:

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**.

Property Endorsement
(continued)

Inundation Back-Up And Mudflow

Inundation, back-up and mudflow means:

A. any general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the unusual and rapid accumulation or runoff (including the seepage, leakage or influx) of surface waters from any source; or
2. mudslides or mudflows which are caused by the unusual and rapid accumulation or runoff of surface waters from any source and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;

B. any collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in the 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;

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, floors or paved surfaces;
2. basements, whether paved or not; or
3. doors, windows or other openings.

Inundation, back-up and mudflow does not include:

- a **specified peril** that results from inundation, back-up and mudflow; or
- tsunami resulting from earthquake.

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

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

EXPLANATORY MEMORANDUM

Customarq Insurance for Telecommunications

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

The property and business income provisions are no longer contained in Property Insurance For The Telecommunications Industry contract, the Business Income With Extra Expense For The Telecommunications Industry contract, and the General Provisions form, but instead are contained within a Telecommunications Extension For Property/Business Income Insurance and several previously approved individual property contracts.

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 For The Telecommunications Industry contract and the Business Income With Extra Expense For The Telecommunications Industry contract: 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.
- The following coverages are now contained in separate contracts lieu of being contained in one form (80-02-1070 (Ed. 1-99)): (1) accounts receivable, fine arts, money & securities and valuable papers are now contained in the Accounts Receivable, Fine Arts, Money & Securities and Valuable Papers contract; (2) building, overhead communication lines, personal property, research and development property; towers and antennas; and underground or submarine communication lines are now contained in the Building and Personal Property contract; and (3) electronic data processing property and media library now contained in the Electronic Data Processing Property contract.
- Building or Personal Property Premises Coverage was previously part of the following coverage sections in form 80-02-1070 (Ed. 1-99). Building was part of the Building, Fine Arts, Personal Property Of Employees, Research And Development Property Coverage in form 80-02-1070 (Ed. 1-99) and has been editorially revised. Personal Property was previously part of Telecommunications Property coverage in form 80-02-1070 (Ed. 1-99). Telecommunications Property coverage has been removed and has been replaced with separate coverage grants for Personal Property, Electronic Data Processing Property, Media Library and Valuable Papers. Such coverages are now contained in their own contracts.
- 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).

Coverages
(continued)

- The Burglary Damage To Building Premises Coverage; Loss Of Master Key Premises Coverage; Non-Owned Detached Trailers Premises Coverage; Pair And Set Premises Coverage; Processing Water Premises Coverage; and Arson Or Theft Reward Additional Coverage, Deferred Payments Additional Coverage and Newly Acquired Towers Or Antennas Property Additional Coverage are new.
- Exhibition, Fair Or Trade Show now applies to personal property, fine arts and electronic data processing property (previously applied to telecommunications property).
- The Leasehold Interest – Bonus Payments, Prepaid Rent, Sublease Profit and Tenants; Lease Interest Premises Coverage now applies to the defined terms bonus payments, prepaid rent, sublease profit and tenants' lease interest (in lieu of loss payment basis exceptions).
- The Leasehold Interest – Electronic Data Processing Equipment coverage in form 80-02-1070 (Ed. 1-99) is now the Leasehold Interest – Electronic Data Processing Equipment Property Premises Coverage in the Telecommunications Extension For Property Insurance and has been reformatted and editorially revised.
- The Leasehold Interest – Undamaged Tenant's Improvements And Betterments Premises Coverage also applies at a transmission premises only if a Limit Of Insurance for Transmission Property is shown in the Declarations.
- Loss Prevention Expenses Premises Coverage has been expanded to include Research and Development Property and has been editorially revised. This coverage no longer applies at a transmission premises.
- The Mobile Telecommunications Equipment Additional Coverage in form 80-02-1070 (Ed. 1-99), is now Mobile Equipment Coverage and has been changed. Coverage now applies to the defined term mobile equipment in lieu of the defined term mobile telecommunications equipment.
- The Outdoor Trees, Shrubs, Plants Or Lawns Additional Coverage in form 80-02-1070 (Ed. 1-99), 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 80-02-1070 (Ed. 1-99), is now the Personal Property Of Employees Premises Coverage and now 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 applies at a transmission premises only if a limit of insurance for Transmission Property is shown in the Declarations.
- The Removal Extension Of Coverage in form 80-02-1070 (Ed. 1-99), is now the Removal Premises Coverage, and now includes Research and Development Property. This Coverage does not apply to transmission property.
- The Research And Development Premises Coverage was previously part of the Building, Fine Arts, Personal Property Of Employees, Research And Development Coverage in form 80-02-1070 (Ed. 1-99), and has not changed.
- The Any Other Location Additional Coverage has been expanded to include research and development property and building components.

Coverages
(continued)

- The In Transit Additional Coverage in form 80-02-1070 (Ed. 1-99), 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). Accounts receivable records and fine arts in transit are now contained in the contracts applicable to such property under In Transit Additional Coverage.
- Newly Acquired Property Additional Coverage 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 for coverage to apply and 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 Property Additional Coverage in form 80-02-1070 (Ed. 1-99) and has been revised. Language has been added to stipulate that we must agree to add the towers or antennas to the policy for coverage to apply.
- The Pollutant Clean-Up or Removal Additional Coverage has been reformatted and expanded to include property while in transit. This provision does not apply at a transmission premises.
- The Inventory or Appraisals Coverage, previously in form 80-02-1070 (Ed. 1-99), has been renamed Preparation of Loss Fees Additional Coverage and has been changed. 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. This coverage applies at a transmission premises only when a Limit Of Insurance for Transmission Property is shown in the Declarations.
- Debris Removal Coverage in form 80-02-1070 (Ed. 1-99) has changed. Language has been added to stipulate that Debris Removal Coverage does not include fungus clean-up and to limit coverage for outdoor trees, shrubs, plants or lawns to specific perils. This coverage applies to transmission property only if a Limit Of Insurance for Transmission Property is shown in the Declarations. Debris removal language applicable to accounts receivable records, fine arts and valuable papers is contained in the Accounts Receivable, Fine Arts, Money & Securities and Valuable Papers contract.
- The Cell Site Property (Including Cell Site Property Under Construction) coverage has been renamed Transmission Property coverage. Coverage now applies to loss or damage to transmission property, including resulting business income loss and extra expense.
- The Overhead Communication Lines Coverage in form 80-02-1070 (Ed. 1-99), is now the Overhead Communication Lines Property And Business Income Additional Coverage in the Telecommunications Extension For Property/Business Income Insurance. Coverage now also applies to business income loss and extra expense that results from direct physical loss or damage to overhead communication lines by a covered peril.

Property

Coverages (continued)

- The Towers Or Antennas Property Premises Coverage no longer includes towers or antennas under construction.
- The Underground Or Submarine Communication Lines Coverage in form 80-02-1070 (Ed. 1-99), is now the Underground Or Submarine Communication Lines Property And Business Income Additional Coverage in the Telecommunications Extension For Property/Business Income Insurance. Coverage now applies to business income loss and extra expense that results from direct physical loss or damage to underground or submarine communication lines by a covered peril.

Exclusions

- Policy exclusions, previously contained in the General Provisions form, 80-02-1072 (Ed. 1-99), 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, which previously only applied to towers or antennas, 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 stipulate 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."
- The Utility Supply Failure Exclusion is new.
- The ensuing loss exception to the Wear and Tear exclusion has been narrowed so it now applies to a specified peril and 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 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."

Property

Exclusions *(continued)*	• 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, paved or concrete surfaces, foundations, pools, buildings and other structures.
Limits Of Insurance, And Deductible	• The Automatic Increase In Limits provision 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 80-02-1072 (Ed. 1-99), has been changed. Paragraph B. no longer applies. Paragraph C.1. is now included in the Building and Personal Property contract. Paragraph C.2. , is now included in the Building Under Construction contract. Paragraph C.3. is now included in the Mobile Equipment contract. Paragraph C.4. is now included in the In Transit Additional Coverage provision contained in the applicable contract. The language applicable to personal property of employees is now included in the Loss Payment Basis Exceptions. • 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. • 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 telecommunications property, mobile telecommunications equipment and contractor's equipment has been removed. Building components is now contained in the Building And Personal Property contract. • The Deferred Payments, 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.

Property

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

- The Media Library, Overhead Communication Lines, Prototypes, Towers Or Antennas, and Underground Or Submarine Communication Lines 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 Business Income And Extra Expense coverage in form 80-02-1071 (Ed. 1-99), is now the Business Income And Extra Expense Premises Coverage and has been revised. Business income and extra expense applicable to transmission property is now contained in the Property And Business Income Coverages For Transmission Property provision contained in the Telecommunications Extension For Property/Business Income Insurance.
- The Contractual Penalties Additional Coverage in form 80-02-1071 (Ed. 1-99) is now the Contractual Penalties Premises Coverage and has been revised. This provision 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 contained in the Special Property Provisions – Biological Agents endorsement, has been changed and is now the Fungus Clean-up or Removal Premises Coverage. This coverage has been revised so that is 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.
- 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 Loss of Utilities Amended Business Income Additional Coverage 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.

Business Income

Coverages (continued)

- The Newly Acquired Premises Additional Coverage has been revised to stipulate that we must agree to add the premises to the policy for newly acquired coverage to apply.
- The Mobile Telecommunications Equipment Additional Coverage in form 80-02-1071 (Ed. 1-99), has been renamed Mobile Equipment and has been revised. Coverage no longer applies if the loss or damage to mobile equipment occurs at a premises shown in the Declarations.
- The Fees Additional Coverage 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.
- The Overhead Communication Lines Additional Coverage in form 80-02-1071 (Ed. 1-99) is now the Overhead Communication Lines Property And Business Income Additional Coverage in the Telecommunications Extension For Property/Business Income Insurance and has been changed. The limit of insurance now applies to both direct physical loss or damage to overhead communication lines, and resulting business income loss and extra expense. Language has been added to stipulate that business income coverage is subject to a waiting period of at least 24 normal business hours (in lieu of 12 normal business hours).
- The Underground Or Submarine Communication Lines Additional Coverage in form 80-02-1071 (Ed. 1-99) is now the Underground Or Submarine Communication Lines Property And Business Income Additional Coverage in the Telecommunications Extension For Property/Business Income Insurance and has been changed. The limit of insurance now applies to loss or damage to underground or submarine communication lines, and resulting business income loss and extra expense. Language has been added to stipulate that business income coverage is subject to a waiting period of at least 24 normal business hours (in lieu of 12 normal business hours).

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 Increase of Loss Due To Death Or Injury, Loss or Damage to Electronic Data, 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.
- 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 Overhead And Underground Communication Lines Loss Payment Limitation in form 80-02-1071 (Ed. 1-99) has been replaced with the Overhead Communication Lines Additional Loss Payment Limitation and the Underground Or Submarine Communication Lines Additional Loss Payment Limitation and has been revised. Language has been added to stipulate that such loss payment limitations do not apply to the Property And Business Income Coverages For Transmission Property.
- The Satellites And Their Component Parts Loss Payment Limitation has been revised to stipulate that we will not pay for business income loss and extra expense that results from loss or damage to satellites and their component parts; and 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 loss or damage to other property.

Conditions

- The conditions, including the Coverage Territory provision, previously contained in form 80-02-1072 (Ed. 1-99), 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 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).
- The Business Income Amended Condition, previously contained in Business Income Coinsurance endorsement, and 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).
- The 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 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 80-02-1072 (Ed. 1-99).
- 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 such 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.
- The Cell Site Semi-Annual Reporting Requirement Additional Condition in form 80-02-1070 (Ed. 1-99), is now the Transmission Property Annual Reporting Requirement Additional Condition in the Telecommunications Extension and has been revised. The reporting period is now on an annual basis, in lieu of semi-annual. Language has been added to stipulate that we will pay no more than 75% of the amount we would otherwise have paid in the event the insured has not submitted the first report at the time of loss or damage.

Definitions

- The definitions, previously contained in form 80-02-1072 (Ed. 1-99), 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, Personal Property, Prepaid Rent, Rental Income, Research And Development Income, Sinkhole Collapse, Sublease Profit, and Tenants' Lease Interest definitions are new.
- 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 or underground mines or mine shafts or any property contained therein. Reference to satellites and their component parts and towers or antennas has been removed.
- The Actual Cash Value, Computer Virus, Electronic Data Processing Media, Mobile Telecommunications Equipment, Net Rental Income, Patterns, Molds And Dies, Telecommunications Property and Telecommunications Property Of Others definitions have been removed.
- The definition of Dependent Business Premises has been changed to stipulate that dependent business premises does not mean any transmission premises.
- 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 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.

Definitions (continued)

- 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.
- 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 (in lieu of limiting the period of restoration to 12 months from the date the property is replaced and operations are restored). Language has been added to stipulate that the 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 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 mobile telecommunications equipment, satellites and their component parts and towers or antennas has been removed.
- The Property definition has been changed. Accounts receivable records, cell site property, telecommunications property and towers or antennas 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.

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, Non-owned Detached Trailers, Outdoor Trees, Shrubs, Plants Or Lawns, Pair And Set, Personal Property Of Employees, Public Safety Service Charges, Research And Development Property and Valuable Papers. The Blanket Limit Of Insurance does not apply at a transmission premises.

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

- The Limit Of Insurance for Any Other Location - Accounts Receivable has been increased from $10,000 to $25,000. The Any Other Location-Telecommunications Property limit of insurance has been removed. Any Other Location - Electronic Data Processing Property is a new coverage and is provided at a limit of $75,000. Any Other Location - Personal Property is a new coverage and provided at a limit of $25,000. Any Other Location - Fine Arts has been increased from $10,000 to $25,000. Any Other Location - Research & Development Property is a new coverage and provided at a limit of $25,000. Any Other Location – Valuable Papers is a new coverage and is provided at a limit of $25,000.
- The Limit Of Insurance for Debris Removal-In Transit has been increased from $25,000 to $50,000. Debris Removal - Cell Site Premises has been renamed Debris Removal - Transmission Premises and is provided at a limit of $100,000.
- Deferred Payments is a new coverage and is provided at a limit of $50,000.
- The Limit Of Insurance for Exhibition, Fair Or Trade Show- Telecommunications Property has been removed and replaced with Exhibition, Fair Or Trade Show - Electronic Data Processing Property, Fine Arts and Personal Property at a limit of insurance of $25,000 for each.
- Extra Expense is a new coverage and provided at a limit of insurance of $250,000.
- Biological Agents Clean-up Or Removal has been renamed Fungus Clean-up Or Removal and the limit of insurance 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 Installation - Any Job Site has been increased from $10,000 to $50,000. The Limit Of Insurance for Installation - In Transit has been increased from $10,000 to $50,000.
- The Limit Of Insurance for In Transit-Accounts Receivable has been increased from $5,000 to $25,000. The Limit Of Insurance for In Transit – Fine Arts has been increased from $1,000 to $25,000. In Transit - Building Components, In Transit - Personal Property and In Transit – Valuable Papers are new coverages and are provided at a limit of $25,000 each. In Transit – Electronic Data Processing Property is a new coverage and is provided at a limit of $50,000. The In Transit – Telecommunications limit of insurance has been removed.

Limits Of Insurance

Property (continued)

- Leasehold Interest – Electronic Data Processing Equipment is a new automatic coverage and is provided at a limit of $75,000.
- Leasehold Interest – Undamaged Tenant's Improvements And Betterments At A Transmission Premises is a new coverage and is provided at a limit of $25,000.
- Loss Of Master Key is a new coverage and provided at a limit of $25,000.
- Media Library is a new automatic coverage and provided at a limit of $50,000.
- The Limit Of Insurance for Loss Prevention Expenses has been increased from $5,000 to $15,000. The Loss Prevention Cell Site Premises limit of insurance has been removed.
- Mobile Communication Property is a new coverage and provided at a limit of $10,000.
- Mobile Equipment is a new Coverage and provided at a limit of $10,000.
- The Limit Of Insurance for Money And Securities-On Premises has been increased from $10,000 to $25,000 and the Limit of Insurance for Money And Securities-Off Premises has been increased from $5,000 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.
- Inventory Or Appraisals has been renamed Preparation Of Loss Fees and the limit has been increased from $10,000 to $25,000.
- Public Safety Service Charges At A Transmission Premises is a new coverage and is provided at a limit of $25,000.
- Towers Or Antennas is a new automatic coverage and is provided at a limit of $10,000.
- 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 is a new coverage and is provided at a limit of $1,000,000. Newly Acquired Or Constructed Property – Personal Property At Existing Premises is a new coverage and provided at a limit of $100,000. Newly Acquired Or Constructed Property – Electronic Data is a new coverage and provided at a limit of $250,000. Newly Acquired Or Constructed Property – Communication Property is a new coverage and provided at a limit of $250,000. The Newly Acquired Or Constructed Property – Electronic Data Processing Media Duplicates, Electronic Data Processing Media, Telephone Equipment and Telecommunications Property limits have been removed.

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 Dependent Business Premises has been increased from $25,000 to $250,000.

Limits Of Insurance

Business Income (continued)

- The Limit Of Insurance for Exhibition, Fair Or Trade Show has been increased from $15,000 to $25,000.
- Fees has been renamed Preparation Of Loss Fees and the limit 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.
- Loss Of Interconnect Services is a new coverage and is provided at a limit of $10,000.
- Loss Of On-Line Access Services is a new coverage and is provided at a limit of $10,000.
- Mobile Equipment is a new coverage and is provided at a limit 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 increased from $25,000 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 (Except Transmission Premises) has been decreased from $25,000 to $15,000. The Limit Of Insurance for Loss Of Utilities (Transmission Premises) has been decreased from $15,000 to $5,000.
- Loss Of Interconnect Services is a new coverage and is provided at a limit of $10,000.
- Loss Of On-Line Access Services is a new coverage and is provided at a limit of $10,000.
- Mobile Equipment is a new coverage and is provided at a limit of $5,000.

Endorsements

The following endorsements are new:

1. Additional Peril – Earthquake Limit/Deductible Or Waiting Period – Telecommunications, 80-02-1573 (Rev. 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; or

   b. limit the peril of earthquake at the premises and for such coverages that are not subject to an earthquake exclusion shown in the Schedule of the endorsement.

   In addition, the peril of earthquake can be added for Overhead Communication Lines coverage, Transmission Property coverage, or Underground Or Submarine Communication Lines coverage, regardless of whether a premises is shown in the Schedule of the endorsement.

2. Ordinance Or Law Added For Towers Or Antennas - Telecommunications, 80-02-1576 (Rev. 10-07)

   This endorsement adds the ordinance or law loss payment basis for towers or antennas. The endorsement also amends the definition of period of restoration so that the additional time required to repair or replace property to comply with an ordinance or law also applies to towers or antennas.

3. Additional Exclusions – Telecommunications, 80-02-1577 (Rev. 10-07)

   This endorsement adds the applicable exclusion(s) shown in the Schedule for the applicable premises and coverages shown in the Schedule of the endorsement. Exclusions can also be added for specific coverages shown in the Schedule that are not tied to an address.

4. Subsidiary Limit Of Insurance – Telecommunications, 80-02-1579 (Rev. 10-07)

   This endorsement replaces the limit of insurance shown in the Declarations with a subsidiary limit applicable to the perils, coverages and premises shown in the Schedule of the endorsement. In addition, subsidiary limits can be added for Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, regardless of whether a premises is shown in the Schedule applicable to such coverages.

5. Ordinance Or Law Deleted – Telecommunications, 80-02-1582 (Rev. 10-07)

   This endorsement removes the ordinance or law loss payment basis. In addition, the definition of period of restoration has been amended so that the additional time required to repair or replace property to comply with an ordinance or law is not included.

6. Additional Peril – Combined Earthquake/EQSL Limit/Deductible Or Waiting Period – Telecommunications, 80-02-1593 (Rev. 10-07)

   This endorsement can be used to combine the perils of earthquake and leakage from fire protection equipment that results from earthquake into one limit. Such limit applies to the coverages that have a limit of insurance shown in the Declarations at the premises shown in the endorsement.

   In addition, the peril of earthquake/EQSL can be added for Overhead Communication Lines, Transmission Property, or Underground Or Submarine Communication Lines, regardless of whether a premises is shown in the Schedule of the endorsement.

7. Windstorm or Hail Deductible (Overhead Communication Lines Or Transmission Property) – Telecommunications, 80-02-1595 (Rev. 10-07)

   This endorsement provides for either a dollar deductible or a percentage deductible applicable to the Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, regardless of whether a premises is shown in the Schedule of the endorsement.

8. Loss Of On-Line Access Services – Overhead Utility Equipment – BI With Extra Expense, 80-02-5218 (Ed. 10-07)

   This endorsement broadens the Loss Of On-Line Access Services Business Income Additional Coverage contained in the Telecommunications Extension For Property/Business Income Insurance, so that coverage also applies in the event there is loss or damage to overhead communication, transmission or distribution equipment, subject to a Limit of Insurance for Loss of On-Lines Access Services – Overhead Communication, Transmission Or Distribution Equipment. Any payments made under such limit of insurance will reduce the applicable Limit Of Insurance for Loss Of On-Line Access Services shown in the Declarations by the amount of such payment.

9. Loss Of Interconnect Services – Overhead Utility Equipment – BI With Extra Expense, 80-02-5219 (Ed. 10-07)

   This endorsement broadens the Loss Of Interconnect Services Business Income Additional Coverage contained in the Telecommunications Extension For Property/Business Income Insurance, so that coverage also applies in the event there is loss or damage to overhead communication, transmission or distribution equipment, subject to a Limit Of Insurance for Loss Of Interconnect Services – Overhead Communication, Transmission Or Distribution Equipment. Any payments made under such limit of insurance will reduce the applicable Limit Of Insurance for Loss Of Interconnect Services shown in the Declarations by the amount of such payment.

10. Additional Peril – Flood Limit/Deductible Or Waiting Period (Per Occurrence) – Telecommunications, 80-02-5225 (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; or

    b. limit the peril of flood at those premises and for all such coverages that are not subject to an flood exclusion shown in the Schedule of the endorsement.

    In addition, the peril of flood can be added for Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, 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 on an each occurrence basis.

11. Loss Of Utilities – Overhead Utility Equipment – BI With Extra Expense – Telecommunications, 80-02-5230 (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 (1) loss or damage caused by or resulting from earthquake or flood; (2) business income loss or extra expense payable under the Loss Of Interconnect Services Coverage or Loss Of On-Line Access Services Coverage; or (3) a transmission premises, unless a limit of insurance for Transmission Property is shown in the Declarations.

12. Additional Peril – Flood Limit/Deductible Or Waiting Period (Per Premises/Per Occurrence) - Telecommunications, 80-02-5231 (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; or

    b. limit the peril of flood at those premises and for all such coverages that are not subject to a flood exclusion shown in the Schedule of the endorsement.

    In addition, the peril of flood can be added for Overhead Communication Lines, Transmission Property or Underground Or Submarine Communication Lines, regardless of whether a premises is shown in the Schedule of the endorsement.

    Except for Overhead Communication Lines, Underground Or Submarine Communication Lines or Transmission Property, 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.

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SPECIMEN

The following changes are made as respects exposures in the state of Arkansas.

Under Conditions, the provisions titled Appraisal and Legal Action Against Us are deleted and replaced by the following:

Conditions

Appraisal

If we and you do not agree on the amount of the loss, either may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, you will select and pay a competent and impartial appraiser; we will select and pay a competent and impartial appraiser. If the two appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will state the amount of net income and operating expense, the value of the property and the amount of the loss. If the appraisers do not agree, they will submit their statements to the umpire. A decision of the arbitrators will not be binding on either you or us.

We and you will equally share any other appraisal expenses and the expense of the umpire.

Even though we may submit to any appraisal, we will retain our right to deny the claim.

Conditions
(continued)

Legal Action Against Us

No legal action may be brought against us unless:

- there has been full compliance with all the terms of this insurance; and
- the action is brought within five years after the date on which the direct physical loss or damage occurred.

All other terms and conditions remain unchanged.

Authorized Representative @ @ @ @

SPECIMEN