

SERFF Tracking Number: HRLV-125797916 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: SPPDVS061308-1
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
Liability
Product Name: SPP
Project Name/Number: SPP CustomPak Introduction/

Filing at a Glance

Companies: Harleysville Insurance Company, Harleysville Mutual Insurance Company, Harleysville Preferred Insurance Company, Harleysville Worcester Insurance Company

Product Name: SPP SERFF Tr Num: HRLV-125797916 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 05.0007 Other CMP Co Tr Num: SPPDVS061308-1 State Status: Fees verified and received
Filing Type: Form Co Status: Product Standardization Reviewer(s): Betty Montesi,
- Phase 3B -initial Llyweyia Rawlins
Author: Carol Zwoyer Disposition Date: 09/17/2008
Date Submitted: 09/03/2008 Disposition Status: Approved
Effective Date Requested (New): 02/01/2009 Effective Date (New): 02/01/2009
Effective Date Requested (Renewal): 07/01/2009 Effective Date (Renewal): 07/01/2009

State Filing Description:

General Information

Project Name: SPP CustomPak Introduction
Project Number:
Reference Organization:
Reference Title:
Filing Status Changed: 09/17/2008
State Status Changed: 09/04/2008
Corresponding Filing Tracking Number:
Filing Description:

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

With this filing it is our intent to submit for your review and approval the introduction of our StarAdvantage CustomPak Commercial Package Program which is designed to afford comprehensive property, crime and fidelity, liability and inland marine coverages for eligible risks.

SERFF Tracking Number: HRLV-125797916 State: Arkansas
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: SPPDVS061308-1
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: SPP
 Project Name/Number: SPP CustomPak Introduction/

Company and Contact

Filing Contact Information

Carol Zwoyer, Senior State Filing Analyst czwoyer@harleysvillegroup.com
 355 Maple Avenue (215) 256-5735 [Phone]
 Harleysville, PA 19438-2297 (215) 256-5678[FAX]

Filing Company Information

Harleysville Insurance Company	CoCode: 23582	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 41-0417250	

Harleysville Mutual Insurance Company	CoCode: 14168	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-0902325	

Harleysville Preferred Insurance Company	CoCode: 35696	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-2384978	

Harleysville Worcester Insurance Company	CoCode: 26182	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 04-1989660	

Filing Fees

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

SERFF Tracking Number: *HRLV-125797916* *State:* *Arkansas*
First Filing Company: *Harleysville Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *SPPDVS061308-1*
TOI: *05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI:* *05.0007 Other CMP*
 Liability
Product Name: *SPP*
Project Name/Number: *SPP CustomPak Introduction/*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Insurance Company	\$0.00	09/03/2008	
Harleysville Mutual Insurance Company	\$50.00	09/03/2008	22262031
Harleysville Preferred Insurance Company	\$0.00	09/03/2008	
Harleysville Worcester Insurance Company	\$0.00	09/03/2008	

SERFF Tracking Number: HRLV-125797916 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: SPPDVS061308-1
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
Liability
Product Name: SPP
Project Name/Number: SPP CustomPak Introduction/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/17/2008	09/17/2008

SERFF Tracking Number: HRLV-125797916 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: SPPDVS061308-1
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
Liability
Product Name: SPP
Project Name/Number: SPP CustomPak Introduction/

Disposition

Disposition Date: 09/17/2008
Effective Date (New): 02/01/2009
Effective Date (Renewal): 07/01/2009
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: HRLV-125797916 State: Arkansas
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: SPPDVS061308-1
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: SPP
 Project Name/Number: SPP CustomPak Introduction/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	COVER LETTER & EXHIBIT A	Approved	Yes
Form	CustomPak Property Amendatory Endorsement	Approved	Yes
Form	CustomPak Business Income and Extra Expense Coverage - ALS	Approved	Yes
Form	CustomPak Business Income and Extra Expense Coverage - Broad Expansion	Approved	Yes
Form	CustomPak General Liability Enhancement Endorsement - OTC	Approved	Yes
Form	CustomPak Wholesale General Liability Enhancement Endorsement	Approved	Yes
Form	General Liability Auto Service General Liability Enhancement Endorsement	Approved	Yes
Form	CstomPak Manufacturing General Liability Enhancement Endorsement	Approved	Yes
Form	CustomPak Retail General Liability Enhancement Endorsement	Approved	Yes
Form	CustomPak Business Services General Liability Enhancement Endorsement	Approved	Yes
Form	CustomPak Contractors General Liability Enhancement Endorsement	Approved	Yes
Form	Morticians and Funeral Directors Malpractice	Approved	Yes
Form	Barber and Beauticians Professional Liability Coverage	Approved	Yes
Form	Limited Pharmacists Liability Coverage	Approved	Yes
Form	Custom Pak Automobile Parts and Accessories Manufacturers Coverage	Approved	Yes
Form	Veterinarians Professional Liability	Approved	Yes
Form	Printers Errors and Omissions Liability	Approved	Yes
Form	CustomPak Exclusion - Snow and Ice Removal	Approved	Yes
Form	Hired Auto and Non-Owned Auto Liability	Approved	Yes

SERFF Tracking Number: HRLV-125797916 State: Arkansas
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: SPPDVS061308-1
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: SPP
 Project Name/Number: SPP CustomPak Introduction/

Form	CustomPak Property Expansion - Auto Services	Approved	Yes
Form	CustomPak Property Expansion - Contractors	Approved	Yes
Form	CustomPak Property Expansion - domestic Pet Sales and Services	Approved	Yes
Form	CustomPak Property Expansion - Dry Cleaners and Laundries	Approved	Yes
Form	CustomPak Property Expansion - Florists Shops and Nurseries	Approved	Yes
Form	CustomPak Property Expansion - Funeral Home and Mortuary Services	Approved	Yes
Form	CustomPak Property Expansion - Janitorial Services	Approved	Yes
Form	CustomPak Property Expansion - Manufacturing	Approved	Yes
Form	CustomPak Property Expansion - Printers and Copy Shops	Approved	Yes
Form	CustomPak Property Expansion - Total Building Replacement Cost Protection	Approved	Yes
Form	CustomPak Inland Marine Coverage Form - Contractors	Approved	Yes
Form	CustomPak Supplemental Schedule- Specifically Described Items	Approved	Yes
Form	CustomPak Business Income and Extra Expense Supplemental Schedule	Approved	Yes
Form	CustomPak Property Amendatory Endorsement	Approved	Yes
Form	CustomPak Property Expansion - Supplemental Schedule	Approved	Yes
Form	CustomPak Inland Marine Coverage Form - Contractors Schedule	Approved	Yes
Form	CustomPak Restaurant General Liability Enhancement Endorsement	Approved	Yes
Form	CustomPak Property Expansion - Restaurants	Approved	Yes
	Domestic Pet Services Professional	Approved	Yes

SERFF Tracking Number: HRLV-125797916 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: SPPDVS061308-1
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
Liability
Product Name: SPP
Project Name/Number: SPP CustomPak Introduction/

Form	Liability - Other Than Veterinarians		
Form	CustomPak General Liability Enhancement Endorsement - All Contractors	Approved	Yes

SERFF Tracking Number: HRLV-125797916 State: Arkansas
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: SPPDVS061308-1
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: SPP
 Project Name/Number: SPP CustomPak Introduction/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CustomPak Property Amendatory Endorsement	SP-7100	12-06	Endorsement/Amendment/Conditions		0.00	SP-7100_Ed.pdf
Approved	CustomPak Business Income and Extra Expense Coverage - ALS	SP-7101	12-06	Endorsement/Amendment/Conditions		0.00	SP-7101_Ed. 12-06.pdf
Approved	CustomPak Business Income and Extra Expense Coverage - Broad Expansion	SP-7102	12-07	Endorsement/Amendment/Conditions		0.00	SP-7102_Ed.pdf
Approved	CustomPak General Liability Enhancement Endorsement - OTC	SP-7103	12-07	Endorsement/Amendment/Conditions		0.00	SP-7103_Ed.pdf
Approved	CustomPak Wholesale General Liability Enhancement Endorsement	SP-7104	12-06	Endorsement/Amendment/Conditions		0.00	SP-7104_Ed.pdf
Approved	General Liability Auto Service General Liability Enhancement Endorsement	SP-7105	12-06	Endorsement/Amendment/Conditions		0.00	SP-7105_Ed. 12-06.pdf
Approved	CstomPak Manufacturing	SP-7106	12-06	Endorsement/Amendment		0.00	SP-7106_Ed.pdf

SERFF Tracking Number: HRLV-125797916 State: Arkansas
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: SPPDVS061308-1
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: SPP
 Project Name/Number: SPP CustomPak Introduction/

Approval	Product Name	Policy Number	Effective Date	Description	Amount	File Name
	General Liability Enhancement Endorsement			ent/Condi tions		
Approved	CustomPak Retail General Liability Enhancement Endorsement	SP-7107	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7107 _Ed.pdf
Approved	CustomPak Business Services General Liability Enhancement Endorsement	SP-7108	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7108 _Ed.pdf
Approved	CustomPak Contractors General Liability Enhancement Endorsement	SP-7109	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7109 _Ed. 12- 06.pdf
Approved	Morticians and Funeral Directors Malpractice	SP-7110	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7110 _Ed.pdf
Approved	Barber and Beauticians Professional Liability Coverage	SP-7111	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7111 _Ed.pdf
Approved	Limited Pharmacists Liability Coverage	SP-7112	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7112 _Ed.pdf
Approved	Custom Pak Automobile Parts and Accessories Manufacturers Coverage	SP-7113	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7113 _Ed.pdf
Approved	Veterinarians	SP-7114	12-07	Endorseme New	0.00	SP-7114

SERFF Tracking Number: HRLV-125797916 State: Arkansas
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: SPPDVS061308-1
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: SPP
 Project Name/Number: SPP CustomPak Introduction/

Approval	Description	SP-#	Effective Date	Endorsement	Amount	File Name
	Professional Liability			nt/Amendment/Conditions		_Ed.pdf
Approved	Printers Errors and Omissions Liability	SP-7115	12-06	Endorsement/Newnt/Amendment/Conditions	0.00	SP-7115_Ed.pdf
Approved	CustomPak Exclusion - Snow and Ice Removal	SP-7116	12-06	Endorsement/Newnt/Amendment/Conditions	0.00	SP-7116_Ed.pdf
Approved	Hired Auto and Non-Owned Auto Liability	SP-7117	12-06	Endorsement/Newnt/Amendment/Conditions	0.00	SP-7117_Ed.pdf
Approved	CustomPak Property Expansion - Auto Services	SP-7118	12-06	Endorsement/Newnt/Amendment/Conditions	0.00	SP-7118_Ed.pdf
Approved	CustomPak Property Expansion - Contractors	SP-7119	12-06	Endorsement/Newnt/Amendment/Conditions	0.00	SP-7119_Ed.pdf
Approved	CustomPak Property Expansion - domestic Pet Sales and Services	SP-7120	12-07	Endorsement/Newnt/Amendment/Conditions	0.00	SP-7120_Ed.pdf
Approved	CustomPak Property Expansion - Dry Cleaners and Laundries	SP-7121	12-06	Endorsement/Newnt/Amendment/Conditions	0.00	SP-7121_Ed.pdf
Approved	CustomPak Property Expansion -	SP-7122	12-06	Endorsement/Newnt/Amendment/Conditions	0.00	SP-7122_Ed.pdf

SERFF Tracking Number: HRLV-125797916 State: Arkansas
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: SPPDVS061308-1
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: SPP
 Project Name/Number: SPP CustomPak Introduction/

Approval	Project Name	Policy Number	Effective Date	Description	Amount	Document
	Florists Shops and Nurseries			ons		
Approved	CustomPak Property Expansion - Funeral Home and Mortuary Services	SP-7123	12-06	Endorsement/Amendment/Conditions New	0.00	SP-7123_Ed.pdf
Approved	CustomPak Property Expansion - Janitorial Services	SP-7124	12-06	Endorsement/Amendment/Conditions New	0.00	SP-7124_Ed.pdf
Approved	CustomPak Property Expansion - Manufacturing	SP-7125	12-06	Endorsement/Amendment/Conditions New	0.00	SP-7125_Ed.pdf
Approved	CustomPak Property Expansion - Printers and Copy Shops	SP-7126	12-06	Endorsement/Amendment/Conditions New	0.00	SP-7126_Ed.pdf
Approved	CustomPak Property Expansion - Total Building Replacement Cost Protection	SP-7127	12-06	Endorsement/Amendment/Conditions New	0.00	SP-7127_Ed.pdf
Approved	CustomPak Inland Marine Coverage Form - Contractors	SP-7128	12-06	Endorsement/Amendment/Conditions New	0.00	SP-7128_Ed.pdf
Approved	CustomPak Supplemental Schedule-Specifically Described Items	SP-7129	12-06	Declaration News/Schedule	0.00	SP-7129_Ed.pdf

SERFF Tracking Number: HRLV-125797916 State: Arkansas
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: SPPDVS061308-1
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: SPP
 Project Name/Number: SPP CustomPak Introduction/

Approved	CustomPak	SP-7130	12-06	Declaration New s/Schedule	0.00	SP-7130 _Ed.pdf
	Business Income and Extra Expense Supplemental Schedule					
Approved	CustomPak	SP-7131	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7131 _Ed.pdf
	Property Amendatory Endorsement					
Approved	CustomPak	SP-7132	12-07	Declaration New s/Schedule	0.00	SP-7132 _Ed.pdf
	Property Expansion - Supplemental Schedule					
Approved	CustomPak	SP-7133	12-06	Declaration New s/Schedule	0.00	SP-7133 _Ed 12- 06.pdf
	Inland Marine Coverage Form - Contractors Schedule					
Approved	CustomPak	SP-7145	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7145 _Ed.pdf
	Restaurant General Liability Enhancement Endorsement					
Approved	CustomPak	SP-7146	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7146 _Ed.pdf
	Property Expansion - Restaurants					
Approved	Domestic Pet Services Professional Liability - Other Than Veterinarians	SP-7148	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	SP-7148 _Ed.pdf
Approved	CustomPak	SP-7151	12-06	Endorseme New nt/Amendm	0.00	SP-7151 _Ed.pdf
	General Liability					

SERFF Tracking Number: HRLV-125797916 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: SPPDVS061308-1
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
Liability
Product Name: SPP
Project Name/Number: SPP CustomPak Introduction/
Enhancement ent/Condi
Endorsement - All ons
Contractors

CUSTOMPAK PROPERTY AMENDATORY ENDORSEMENT

TABLE OF CONTENTS

<u>SECTIONS</u>	<u>PAGE NUMBER</u>
I Changes To The Building and Business Personal Property Coverage Form	2
II Amendments To the Causes Of Loss – Special Form	25
III Definitions	30

<u>COVERAGE TITLE</u>	<u>PAGE NUMBER</u>	<u>COVERAGE TITLE</u>	<u>PAGE NUMBER</u>
Accounts Receivable	18	Newly Acquired or Constructed Property	16
Brands and Labels	22	Ordinance or Law – Equipment Coverage	11
Building Ordinance Or Law Coverage	3	Outdoor Property	18
“Computer” Equipment and Media	22	Patterns, Dies, Molds and Forms Sublimit	29
Computer Fraud	8	Peak Season Automatic Increase in Business Personal Property	20
Computer Hi-Jack and Identity Theft – Zombies, Bots and Phishing	15	Personal Effects	16
Confusion of Customers’ Property	21	Personal Property of Others	16
Covered Property Extensions	2	Pollutant Clean Up And Removal	3
Damage to Leased or Rented Buildings And Equipment – Theft Coverage	14	Premises Boundary Extension	2, 16, 29
Debris Removal	3	Preservation of Property Coverage Period	3
E-Commerce Limited Coverage	26	Promotional Displays	15
“Electronic Data” Coverage	6	Property At Job Sites	20
“Employee” Theft	10	Property In Transit	30
Employee Tools and Work Clothing	19	Property Off Premises	18
Fine Arts	20	Refrigerated Property In Transit – Limited Coverage	14
Fire Department Service Charge	3	Reward Payment	8
Fire Extinguisher Systems Expense	8	Salespersons’ Samples	21
“Forgery” or Alteration	9	Signs	9
“Fungus”, Wet Rot, Dry Rot and Bacteria Limited Coverage	25	Spoilage of “Perishable Stock”	11
Glass and Signs Deductible	23	Tenant Glass	2
Lock and Key Replacement	13	Unauthorized Use of Business Debit, Credit or Other Transaction Cards	14
Loss Adjustment or Claim Data Collection Expense	13	Utility Services – Direct Damage Coverage	13
“Money” and “Securities”	7	“Valuable Papers and Records”	17
Money Orders and “Counterfeit Money”	9	Valuation	23
		Water Back-up and Sump Overflow	12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY CONDITIONS
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms and Coverage Part named above and the Commercial General Liability Coverage Part are all included in this policy.

SECTION I - CHANGES TO THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. EXTENSION OF COVERED PROPERTY DEFINITIONS

The following are added to **a. Building of A. Coverage, 1. Covered Property:**

- (6) Garage and storage buildings, but not including greenhouses or hothouses;
- (7) Exterior Building Glass, if the Building is owned by you;
- (8) Foundations of Buildings;
- (9) Retaining Walls, whether attached to the Building or not at the described premises;
- (10) Sidewalks and paved surfaces;
- (11) Signs, but only to the extent that coverage is provided by **Signs** of section **F. CustomPak Additional Coverages** of this endorsement.

B. TENANT GLASS COVERAGE

The following are added to **b. Business Personal Property** under **A. Coverage, 1. Covered Property:**

- (8) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property.
- (9) Interior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property.

The glass must be owned by you or in your care, custody or control, or you must be contractually responsible for its replacement.

For the purposes of the coverage provided in this provision, Paragraph **E.7.e.(1) Tenants Improvements and Betterments** under **Loss Conditions** does not apply unless **Loss Condition E.6. Vacancy** is in effect at the time of the loss.

C. EXTENSION OF PREMISES BOUNDARY

The following amends the indicated sections of **A. Coverage, 1. Covered Property:**

1. Paragraph **(5)(b)** of **a. Building** is deleted and replaced by the following:
 - (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.
2. The opening paragraph of **b. Your Business Personal Property** is deleted and replaced with the following:
 - b. **Your Business Personal Property** located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation of Coverage form:
3. Paragraph **(2)** of **c. Personal Property Of Others** is deleted and replaced with the following:
 - (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

D. AMENDMENTS TO PROPERTY NOT COVERED

The following amend **A. Coverage, 2. Property Not Covered:**

FOUNDATIONS, RETAINING WALLS, PAVED SURFACES COVERAGE

- a. **A.2.g.** and **A.2.i.** are deleted.
- b. **A.2.d.** is deleted and replaced with the following:
 - d. Bridges, public and private roadways;

ADDITIONAL COVERAGE AND COVERAGE EXTENSION AMENDMENTS

The following specified Paragraphs (a. i. n. o.) are deleted and replaced with the following:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities, except as provided by this endorsement under the following provisions of **F. CustomPak Additional Coverages**:

- (1) **Money and Securities;**
- (2) **Computer Fraud;**
- (3) **Money Orders and "Counterfeit Money";**
- (4) **Forgery Or Alteration;**
- (5) **Employee Theft; and**
- (6) under **E-Commerce-Limited Coverage** of **SECTION II-AMENDMENTS TO THE CAUSES OF LOSS-SPECIAL FORM**.

Additionally this provision does not apply to coverage provided by **Accounts Receivable Coverage** of section **G. Coverage Extensions** of this endorsement.

For the purpose of the coverage provided by this endorsement, lottery tickets held for sale are not securities.

- i. Personal property while airborne or waterborne, except as provided under Paragraph **2.d. FOB SHIPMENTS**, under **E. CHANGES TO F. ADDITIONAL COVERAGE EXTENSIONS – PROPERTY IN TRANSIT** of **SECTION II - AMENDMENTS TO THE CAUSES OF LOSS - SPECIAL FORM** of this endorsement.
- n. **"Electronic Data"**, except as provided under Additional Coverages – **"Electronic Data"** and **E-Commerce-Limited Coverage**.
- o. The cost to replace or restore the information on Valuable Papers and Records, including those which exist as **"Electronic Data"**. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for **Valuable Papers And Records (Other Than "Electronic Data")** for limited coverage for valuable papers and records other than those which exist as **"Electronic Data"** and **Accounts Receivable Coverage** of **G. Coverage Extensions** of this endorsement.

UNDERGROUND PIPES

Paragraph **A.2.m.** is deleted.

E. AMENDMENTS TO ADDITIONAL COVERAGES

The following provisions of **4. Additional Coverages** of **A. Coverages** are amended, as follows:

DEBRIS REMOVAL

Paragraph (4) of **a. Debris Removal** is deleted and replaced with the following:

- (4) Unless a higher Limit of Insurance is shown the Supplemental Schedule for **Debris Removal**, we will pay up to an additional **\$50,000** for debris removal expense at each described premises in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds **25%** of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus **\$50,000**, unless a higher Limit of Insurance is shown in the Supplemental Schedule of this endorsement.

PRESERVATION OF PROPERTY

Paragraph (2) of **b. Preservation Of Property** is deleted and replaced with the following:

- (2) Only if the loss or damage occurs within **60** days after the property is first moved.

FIRE DEPARTMENT SERVICE CHARGE

The limit of coverage under Paragraph **c. Fire Department Service Charge** is amended to a maximum of **\$25,000** at each described premises in any one occurrence.

POLLUTANT CLEAN UP AND REMOVAL

The last Paragraph of **d. Pollutant Clean Up And Removal** is deleted and replaced with the following:

Unless a higher Limit of Insurance for **Pollutant Clean Up And Removal** is shown in the Supplemental Schedule, the most we will pay under this Additional Coverage at each described premises is **\$25,000** for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate policy period of this policy.

BUILDING ORDINANCE OR LAW COVERAGE

Paragraph **e. Increased Cost of Construction** is deleted and replaced with the following:

- e. **Building Ordinance or Law Coverage**

- (1) **Application Of Coverage(s)**

The Coverage(s) provided by this Additional Coverage apply only if both (1)(a) and (1)(b) are satisfied and are then subject to the qualifications set forth in (1)(c).

- (a) The ordinance or law:
 - (i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (ii) Is in force at the time of loss.

But coverage under this Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Additional Coverage.

- (b) (i) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- (ii) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- (iii) But if the building sustains direct physical damage that is not covered under this policy and such damage is the subject of the ordinance or law, then there is no coverage under this Additional Coverage even if the building has also sustained covered direct physical damage.

- (c) In the situation described in (1)(b)(ii) above, we will not pay the full amount of loss otherwise payable under the terms of **Coverage A, B, and/or C** of this Additional Coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Paragraph (7) of this Additional Coverage provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **Coverage A, B and/or C** of this Additional Coverage.

- (2) We will not pay under **Coverage A, B or C** of this Additional Coverage for:

- (a) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(3) Coverage

(a) Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. **Coverage A** does not increase the Limit of Insurance.

(b) Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to **Coverage B**.

(c) Coverage C – Increased Cost Of Construction Coverage

- (i) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- 1) Repair or reconstruct damaged portions of that building; and/or
- 2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- a) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use or law.
- b) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to **Coverage C**.

- (ii) When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with (c)(i) above, coverage for the increased cost of construction also applies to repair or reconstruction costs for the following, subject to the same conditions stated in (c)(i):

- 1) Excavations, grading, backfilling and filling;

- 2) Pilings; and
- 3) Underground pipes, flues and drains.

The items listed in (ii)1 through (ii)3 above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, (c)(ii) above.

(4) Loss Payment

(a) All following loss payment Provisions, (4)(b) through (4)(e), are subject to the apportionment procedures set forth in Paragraph e.(1)(c) of this Additional Coverage.

(b) When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

(i) If the property is being repaired or replaced on the same or another premises, we will not pay more than the lesser of:

- 1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- 2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

The amount payable under **Coverage A** is **not** additional insurance.

(ii) If the property is **not** repaired or replaced, or if the Replacement Cost Coverage Valuation does **not** apply, we will not pay more than the lesser of:

- 1) The actual cash value of the building at the time of loss; or
- 2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

The amount payable under **Coverage A** is **not** additional insurance.

(c) Unless Paragraph (4)(e) applies, loss payment under **Coverage B** will be determined as follows:

We will not pay more than the lesser of the following:

- (i) The amount you actually spend to demolish and clear the site of the described premises; or
- (ii) **\$50,000** in any one occurrence, unless a higher Limit of Insurance is shown for **Building Ordinance or Law Coverage - Coverage B - Demolition Cost Coverage** in the Supplemental Schedule.

If a damaged Building is covered under a blanket Limit of Insurance which applies to more than one building, then the most we will pay under **Coverage B**, for that damaged building, is **\$50,000**.

The amount payable under **Coverage B** is additional insurance.

(d) Unless Paragraph (4)(e) applies, loss payment under **Coverage C** will be determined as follows:

(i) We will not pay under **Coverage C**:

- 1) Until the property is actually repaired or replaced, at the same or another premises; and
- 2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under **Coverage C** is the lesser of:

- 1) The increased cost of construction at the same premises; or
- 2) **\$50,000** or **5%** of the Limit of Insurance applicable to that building, whichever is less in any one occurrence, unless a higher Limit of Insurance is shown for **Building Ordinance or Law Additional Coverage - Coverage C - Increased Cost of Construction Coverage** in the Supplemental Schedule.

If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under **Coverage C**, for that damaged building, is the lesser of: **\$50,000** or **5%** times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.

The amount payable under **Coverage C** is additional insurance.

(iii) If the ordinance or law requires relocation to another premises, the most we will pay under **Coverage C** is the lesser of:

- 1) The increased cost of construction at the new premises; or
- 2) **\$50,000** or **5%** of the Limit of Insurance applicable to that building, whichever is less in any one occurrence, unless a higher Limit of Insurance is shown for **Building Ordinance Or Law Coverage - Coverage C - Increased Cost of Construction Coverage** in the Supplemental Schedule.

If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Building Ordinance or Law Additional **Coverage C**, for that damaged building, is the lesser of: **\$50,000** or **5%** times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.

The amount payable under **Coverage C** is additional insurance.

- (e) If a **Combined** Limit of Insurance is shown for **Coverage B** and **C** in the Supplemental Schedule, Paragraphs (4)(c) and (4)(d) of this Additional Coverage do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay for the total of all covered losses for **Coverage B** and **C** is **\$50,000** in any one occurrence, unless a higher limit is shown for the Combined Limit of Insurance for **Building Ordinance Or Law Coverage - Coverage B - Demolition Cost Coverage** and **Coverage C - Increased Cost of Construction Coverage** in the Supplemental Schedule. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- (i) For **Coverage B**, subject to the applicable Limit of Insurance in the Supplemental Schedule, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
 - (ii) With respect to **Coverage C** and subject to the applicable Limit of Insurance noted in the Supplemental Schedule:
 - 1) We will not pay for the increased cost of construction:
 - a) Until the property is actually repaired or replaced, at the same or another premises; and
 - b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - 2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - 3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- (5) The terms of this Additional Coverage apply separately to each building to which this Additional Coverage applies.
- (6) Under this Additional Coverage we will not pay for loss due to any ordinance or law that:
 - (a) You were required to comply with before the loss, even if the building was undamaged; and
 - (b) You failed to comply with.
- (7) Example of Proportionate Loss Payment for **Building Ordinance Or Law Coverage** losses (procedure as set forth in Paragraph (1)(c) of this Additional Coverage.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under **Coverage C** of this Additional Coverage: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Building Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this Additional Coverage for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverage A** and **B** of this Additional Coverage.

- (8) If a loss is covered in whole or in part by both this coverage and the coverage provided in **Ordinance Or Law - Equipment Coverage** of section **F. CustomPak Additional Coverages** of this endorsement, this **Building Ordinance or Law Coverage** does not apply to that part of the loss which is covered by **Ordinance Or Law - Equipment Coverage**, or any part of the loss which would have been covered, if not for the exhaustion of the Limits of Insurance provided by **Ordinance Or Law - Equipment Coverage**.

"ELECTRONIC DATA" COVERAGE

- a. Paragraph (4) of f. **Electronic Data** is deleted and replaced with the following:

- (4) Unless a higher limit for "**Electronic Data**" Coverage is shown in the Supplemental Schedule, the most we will pay for all loss or damage at all described premises under this Additional Coverage is **\$25,000** during any one policy period, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

b. The following is added to **f. Electronic Data:**

(5) Duplicate "Electronic Data"

We will pay for your loss to duplicate or backup "Electronic Data" which you store at a separate location. A separate location is defined as a location at least 1,000 feet away from your premises. The most we will pay for all loss or damage at all described premises under this extension during any one policy period is the lesser of **\$5,000** or **25%** of the **"Electronic Data" Coverage** Limit of Insurance, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, unless a higher Limit of Insurance for **Duplicate "Electronic Data" Coverage** is indicated in the Supplemental Schedule.

c. This coverage does not apply to any loss or damage or any cost or expense also payable, or which would have been payable, if not for the exhaustion of the applicable Limit of Insurance under:

(1) Utility Services – Direct Damage Coverage of F. CustomPak Additional Coverages; and

(2) E-Commerce-Limited Coverage of SECTION II AMENDMENTS TO THE CAUSES OF LOSS-SPECIAL FORM, of this endorsement.

F. CUSTOMPAK ADDITIONAL COVERAGES

The following coverages are added to **4. Additional Coverages** under **A. Coverages:**

"MONEY" AND "SECURITIES"

1. Inside The Premises

We will pay only for loss of "money" and "securities" resulting directly from:

- a. "theft" committed by a person present inside such "premises" or "banking premises"; or
- b. disappearance or destruction.

We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

Unless a higher Limit of Insurance for **"Money" and "Securities" - Inside The Premises** is shown in the Supplemental Schedule, the most we will pay for all loss in any one "occurrence" under this Additional Coverage is **\$25,000** at each described premises.

2. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

Unless a higher Limit of Insurance for **"Money" and "Securities" - Outside The Premises** is shown in the Supplemental Schedule, the most we will pay for all loss under this Additional Coverage is **\$25,000** in any one "occurrence".

3. With respects to the above coverages, we will not pay for loss:

- a. Resulting from "theft" or any dishonest or criminal act that you or any of your partners, "members", officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property (including "employees") for any purpose commit, whether acting alone or in collusion with other persons;
- b. Resulting from accounting or arithmetical errors or omissions;
- c. Due to the giving or surrendering of property in any exchange or purchase;
- d. Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument in the device;
- e. Resulting from fire, however caused, except loss of or damage to "money" and "securities"; or
- f. From damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities, if you are the owner of the "premises" or are liable for damage to it. See **CustomPak Additional Coverages, Damage to Lease or Rented Buildings and Equipment - Theft Coverage**.

4. The insurance provided by this Additional Coverage does not apply to any loss to "money" and "securities":

- a. due to "employee" "theft"; or
- b. which is payable, or which would have been payable if not for the exhaustion of the applicable Limit of Insurance, under any of the following CustomPak Additional Coverages provided by this endorsement:

(1) Computer Fraud.

(2) Computer Hi-Jack and Identity Theft – Zombies, Bots and Phishing.

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

6. To the extent that coverage for "money" and "securities" is provided under this Additional Coverage, the **Property Not Covered** provisions in the Coverage section of the **Building And Personal Property Coverage Form** do not apply.

FIRE EXTINGUISHER SYSTEMS EXPENSE

1. We will pay:
 - a. The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1000 feet of the described premises; and
 - b. For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.
2. No coverage will apply if the fire extinguishing system is discharged during installation or testing.
3. The most we will pay for all costs, loss or damage in any one occurrence under this Additional Coverage is **\$10,000** at each described premises.

REWARD PAYMENT

1. We will reimburse you for rewards paid as follows:
 - a. Up to **\$25,000** to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:
 - (1) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
 - (2) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.
 - b. Up to **\$25,000** to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:
 - (1) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
 - (2) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.
2. This Additional Coverage applies subject to the following conditions:
 - a. An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
 - (1) You or any family member;
 - (2) Your employee or any of his or her family members;
 - (3) An employee of a law enforcement agency;
 - (4) An employee of a business engaged in property protection;
 - (5) Any person who had custody of the Covered Property at the time the theft was committed; or
 - (6) Any person involved in the crime.
 - b. No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
 - c. The lesser of the amount of the reward or **\$25,000** is the most we will reimburse for loss under this Additional Coverage in any one occurrence. One occurrence means any event or series of events that constitutes the crime that results in the loss of Covered Property. This Per Occurrence Limit of Insurance applies to each crime regardless of the number of persons eligible for the reward payment.

COMPUTER FRAUD

1. We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any "computer" to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":
 - a. To a person (other than a "messenger") outside those "premises"; or
 - b. To a place outside those "premises".
2. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is **\$10,000** at each described premises, unless a higher Limit of Insurance for **Computer Fraud** is shown in the Supplemental Schedule.
3. The insurance provided by this Additional Coverage does not apply to any loss or damage:
 - a. Due to "employee" "theft"; or
 - b. Resulting from any dishonest or criminal act that you or any of your partners, "members", officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property (including "employees") for any purpose commit, whether acting alone or in collusion with other persons; or
 - c. Which is payable, or which would have been payable if not for the exhaustion of the applicable Limit of Insurance, under any of the following CustomPak Additional Coverages provided by this endorsement:
 - (1) **Forgery Or Alteration.**
 - (2) **Unauthorized Use of Business Debit, Credit or Other Transaction Cards.**
 - (3) **Computer Hi-Jack and Identity Theft – Zombies, Bots and Phishing.**

MONEY ORDERS AND "COUNTERFEIT MONEY"

1. We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:
 - a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
 - b. "Counterfeit money" that is acquired during the regular course of business.
2. The most we will pay for any loss in any one "occurrence" under this Additional Coverage is **\$10,000** at each described premises, unless a higher Limit of Insurance for **Money Orders and "Counterfeit Money"** is shown in the Supplemental Schedule.
3. The insurance provided by this Additional Coverage does not apply to any loss due to "employee" "theft".

"FORGERY" OR ALTERATION

1. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a. Made or drawn by or drawn upon you; or
 - b. Made or drawn by one acting as your agent;or that are purported to have been so made or drawn.

For the purposes of this coverage, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.
2. If you are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is included within the Limit of Insurance applicable to this coverage.
3. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
4. The insurance provided by this Additional Coverage does not apply to any loss due to "employee" "theft".
5. The most we will pay for any loss in any one "occurrence", including legal expenses, under this Additional Coverage is **\$25,000** unless a higher Limit of Insurance for **"Forgery" or Alteration** is shown in the Supplemental Schedule.

SIGNS

1. We will pay for direct physical loss of or damage to signs (outdoor and within Buildings) at the described premises under Building Coverage if the signs are used in the operation of your business and:
 - a. Are owned by you; or
 - b. Are owned by others but in your care, custody or control; and
 - c. A Limit of Insurance is shown in the Declarations for Building property.This coverage does not apply to billboards, signs attached to vehicles, temporary signs or signs constructed solely for promotional or advertisement purposes away from the described premises.
2. We will also pay for direct physical loss of or damage to signs (outdoor and within Buildings) at the described premises under Building Coverage if:
 - a. You are a tenant; and
 - b. A Limit of Insurance is shown in the Declarations for such signs under Building Coverage; and
 - c. The signs are used in the operation of your business and are:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.This coverage does not apply to billboards, signs attached to vehicles, temporary signs or signs constructed solely for promotional or advertisement purposes away from the described premises.
3. The amount we pay under this Additional Coverage is included in and is not in addition to the Limit of Insurance for Building provided by this policy and shown in the Declarations.
4. The provisions of this Additional Coverage supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.
5. The second Paragraph under **C. Limits Of Insurance** of the **Building and Business Personal Property Coverage Form** is deleted and does not apply.
6. This coverage does not apply to signs that are your "stock" or materials that are work in progress for the construction, erection or installation of signs.
7. Paragraphs **B. Exclusions** and **C. Limitations** of the **Causes of Loss-Special Form** do not apply to the coverage provided under this Additional Coverage except for the following under Paragraph **B. Exclusions**:
 - 1.c. Governmental Action;
 - 1.d. Nuclear Hazard;
 - 1.f. War And Military Action;
 - 2.a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires. But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.
 - 2.d.(1) Wear and tear;
 - 2.d.(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - 2.d.(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

“EMPLOYEE” THEFT

- a. We will pay for loss of or damage to your "money" and "securities" and "other property" resulting directly from "theft" committed by any of your "employees," whether identified or not, acting alone or in collusion with other persons (except you or your partners, "members" or "managers") with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any "employee"; or
 - (b) Any other person or organization.
- b. We will not pay for:
 - (1) Loss or damage resulting from any dishonest or criminal act that you or any of your partners, "members", officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons;
 - (2) Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:
 - (a) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
 - (b) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance; or
 - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
 - (3) Expenses related to any legal action; or
 - (4) Loss or damage the only proof of which as to its existence or amount is one or both of the following:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- c. The most we will pay for loss or damage in any one "occurrence" under this Additional Coverage is **\$25,000** at each described premises, unless a higher Limit of Insurance for **Employee Theft** is shown in the Supplemental Schedule.
- d. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- e. This Additional Coverage does not apply to loss caused by any "employee" after discovery by:
 - (1) You; or
 - (2) Any of your partners, officers or directors, or "members" or "managers" not in collusion with the "employee";of any dishonest act committed by that "employee" before or after being hired by you.
- f. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- g. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - (1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- h. The insurance under Paragraph **g.** above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (1) This Additional Coverage as of its effective date; or
 - (2) The prior insurance, had it remained in effect.
- i. **Employee Benefit Plans - Automatic ERISA Coverage**
 - (1) The "employee benefit plans" shown in the Schedule (hereinafter referred to as Plan) are included as insureds under Employee Theft coverage.
 - (2) If any Plan is insured jointly with any other entity under this endorsement, you or the Plan Administrator must select a Limit of Insurance for the **Employee Theft Coverage** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.
 - (3) With respect to loss sustained or "discovered" by any such Plan, **Employee Theft** is replaced by the following:

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
 - (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- (5) If two or more Plans are insured under this insurance, any payment we make for loss:
- (a) Sustained by two or more Plans; or
 - (b) Of commingled "funds" or "other property" of two or more Plans;
- resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.

ORDINANCE OR LAW-EQUIPMENT COVERAGE

- a. Subject to Paragraph **b.** which follows, if a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay to repair or replace the equipment as required by law.
- b. If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, we will pay:
 - (1) The cost to reclaim the refrigerant as required by law;
 - (2) The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act of 1990, and any amendments thereto or any other similar laws; and
 - (3) The increased cost to recharge the system with a non-CFC refrigerant.
- c. The terms of this coverage apply separately to each piece of covered equipment at any described premises.
- d. We will not pay under this Additional Coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- e. Loss to the equipment will be determined as follows:
 - (1) If the equipment is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (a) The amount you actually spend to repair the equipment, but not for more than the amount it would cost to replace the equipment with equipment of the same kind and quality and the amount you actually spend to complete **b.(1)**, **b.(2)** and **b.(3)** above; or
 - (b) **\$10,000.**
 - (2) If the equipment is not repaired or replaced, or if the Replacement Cost Coverage Valuation does not apply, we will not pay more than the lesser of:
 - (a) The actual cash value of the equipment at the time of loss; or
 - (b) **\$10,000.**
 - (3) We will not pay for loss due to any ordinance or law that:
 - (a) You were required to comply with before the loss, even if the equipment was undamaged; and
 - (b) You failed to comply with.
- f. The Coinsurance Additional Condition does not apply to this coverage.
- g. We do not pay under this coverage for a loss caused by an "accident".

SPOILAGE OF "PERISHABLE STOCK" COVERAGE

- a. We will pay for the loss of "perishable stock" as described below caused by:
 - (1) Contamination by a refrigerant; and
 - (2) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

The most we will pay for loss in any one occurrence under this Additional Coverage is **\$25,000** at each described premises, unless a higher Limit of Insurance for **Spoilage of "Perishable Stock" Coverage** is shown in the Supplemental Schedule.

This limit includes, and is not in addition to, any amount also payable under Business Income and Extra Expense coverage, if Business Income and Extra Expense coverage is provided by endorsement or by a Coverage Form included in your policy.
- b. **Extra Expense – Clean Up and Disposal of Spoiled "Perishable Stock"**
 - (1) If we pay for direct physical loss of or damage to your Business Personal Property under CustomPak Additional Coverage, **Spoilage of "Perishable Stock" Coverage** of this endorsement, we will pay your expense to clean up and dispose of the spoiled "perishable stock".
 - (2) The most we will pay for all expenses in any one occurrence under this Additional Coverage is **\$10,000** at each described premises.
 - (3) This limit includes any amount also payable under **Business Income and Extra Expense**, if Business Income and Extra Expense coverage is provided by endorsement or by a Coverage Form included in your policy.
- c. This Additional Coverage does not apply if the spoilage results from:
 - (1) Any of the following exclusions under **B. Exclusions** of the **Causes of Loss- Special Form**:
 - (a) **B.1.b** Earth movement;
 - (b) **B.1.c.** Governmental Action;
 - (c) **B 1.d.** Nuclear Hazard;
 - (d) **B.1.f.** War And Military Action;

- (e) **B.2.g** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained;
- (2) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
- (3) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
- (4) The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (a) Lack of fuel; or
 - (b) Governmental order;
- (5) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand;
- (6) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit;
- (7) An "accident"; and
- (8) Changes in temperature or humidity resulting from:
 - (a) complete or partial lack of electrical power; or
 - (b) fluctuation of electrical current
 caused by or resulting from an "accident" to equipment owned by a utility, landlord or other supplier with which you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must be of the type described in the definition of "covered equipment" except that it is not Covered Property.
- d. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations applicable to Your Business Personal Property. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.
- e. You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, this Additional Coverage - **Spoilage of "Perishable Stock" Coverage** will be automatically suspended at the involved location.

WATER BACK-UP AND SUMP OVERFLOW

- a. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
 - (1) Water which backs up through or overflows from a sewer or drain; or
 - (2) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.
 However, with respect to Paragraph **a.(2)** above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
- b. The coverage described in Paragraph **a.** of this Additional Coverage does not apply to loss or damage resulting from an insured's failure to:
 - (1) Keep a sump pump or its related equipment in proper working condition; or
 - (2) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- c. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is **\$25,000** at each described premises, unless a higher **Water Back-Up And Sump Overflow** Limit of Insurance is indicated in the Supplemental Schedule. The most we will pay for the sum of all loss or damage at all described premises under this Additional Coverage is **\$100,000** during any one policy period, including any amount payable under Business Income and Extra Expense coverage, if Business Income and Extra Expense coverage is provided by endorsement or by a Coverage Form included in your policy.
- d. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Additional Coverage.
- e. The following exclusions and limitations are added and apply to coverage provided under this **Water Back-Up And Sump Overflow** Additional Coverage:

We will not pay for any loss or damage caused by or resulting from water back-up or overflow that begins before or within **72** hours after the inception date of this endorsement, unless:

 - (1) This endorsement is added to your policy at renewal; or
 - (2) This endorsement is included in the coverages renewed upon the renewal date of your policy; and
 - (3) You had no knowledge of pre-existing loss or damage; or
 - (4) You had no knowledge of an impending event that would cause loss or damage to your property.

If you request and we provide an increase in the stated Limit of Insurance for **Water Back-Up And Sump Overflow**, the increase will not apply to loss or damage from any **Water Back-Up And Sump Overflow** that begins before or within **72** hours after your request was made, unless the conditions set forth in **e.(1)** through **e.(4)** above have been met.

LOCK AND KEY REPLACEMENT

- a. We will pay the necessary expenses you incur to replace locks and keys that provide access to covered Buildings at the premises described in the Declarations arising out of the theft of or copying of keys by any unauthorized person.
- b. The most we will pay for the total of all loss payable in any one occurrence under this Additional Coverage is **\$2,500** per location, unless a higher Limit of Insurance for **Lock and Key Replacement** is shown in the Supplemental Schedule.
- c. This insurance does not apply to expenses arising out of loss or damage caused by:
 - (1) Vandalism; or
 - (2) Wear and Tear.

Lock Replacement Additional Coverage is subject to a Per Loss Deductible of **\$50**.

LOSS ADJUSTMENT OR CLAIM DATA COLLECTION EXPENSE

- a. We will reimburse you for the necessary expenses you incur in the preparation of Loss Adjustment or Claim Data information that we require you to compile in connection with the validation or support of a claim filed against this policy. Loss Adjustment or Claim Data information includes recording information, compilation of inventories or obtaining appraisals, but does not include loss, costs or expenses associated with public adjusters hired by you.
- b. The most we will pay for the total of all expenses payable under this Additional Coverage is **\$10,000** per claim.
- c. This coverage does not apply for costs, fees, or other expenses you incur in establishing the amount of a claim under **E-Commerce-Limited Coverage** of **Section II** and under **Employee Theft** of **Section I** of this endorsement.

UTILITY SERVICES – DIRECT DAMAGE COVERAGE

a. Coverage

We will pay for loss of or damage to Covered Property caused by an interruption of Utility Service(s) to a premises described in the Declarations.

However, the interruption must result from direct physical loss or damage:

- (1) Arising out of a Covered Cause of Loss described in Paragraph **d.**; and
- (2) To property described in Paragraph **c.**, if such property is located away from the premises described in the Declarations.

b. Exception to Coverage

Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

This coverage does not apply to any loss or damage or any loss, cost or expense payable, or which would have been payable if not for the exhaustion of the applicable Limit of Insurance, under **Spoilage of "Perishable Stock" Coverage** of this endorsement.

c. Covered Utility Services

As used in this Additional Coverage, Utility Service(s) means:

- (1) **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) **Communication Supply Services**, meaning property supplying communication services, including telephone, facsimile, radio, microwave or television services to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.Communication Supply Services does not include overhead transmission lines, unless **Overhead Transmission Lines** is shown as included in the Supplemental Schedule.
- (3) **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines.

Power Supply Services does not include overhead transmission lines, unless **Overhead Transmission Lines** is shown as included in the Supplemental Schedule.

d. Covered Cause of Loss

The Covered Cause of Loss applicable to this Additional Coverage are those indicated in the **Causes of Loss - Special Form**, including applicable **Limitations** in **Section C.** and **Exclusions** of **Section B.** However, for the purposes of the coverage provided by this Additional Coverage, exclusion **B.1.e. Utility Services** of the **Causes of Loss - Special Form** does not apply.

If the **Causes of Loss-Special Form** is endorsed to add additional covered causes of loss, those additional covered causes of loss will not apply to this coverage.

e. Limit of Insurance

(1) The most we will pay for the total of all loss or damage payable in any one occurrence under this Additional Coverage is **\$25,000** at each described premises, unless a higher Limit of Insurance for **Utility Services – Direct Damage Coverage** is shown in the Supplemental Schedule.

(2) Subject to Paragraph **e.(1)** above, the most we will pay the total of all loss or damage payable in any one occurrence for interruption resulting from loss or damage to **Overhead Transmission Lines** at each location is 10% of the Limit of Insurance applicable to **Utility Services – Direct Damage Coverage**. The Limit of Insurance applicable to **Overhead Transmission Lines** is part of and not in addition to the Limit of Insurance applicable to **Utility Services – Direct Damage Coverage**.

DAMAGE TO LEASED OR RENTED BUILDING AND EQUIPMENT-THEFT COVERAGE

a. We will pay for direct physical damage to that part of a building you rent, lease or occupy which contains Your Business Personal Property, caused by or resulting from theft or attempted theft at a premises described in the Declarations. We will also cover loss of or damage to equipment used for maintenance or service of the damaged building if such loss to equipment arises out of the theft or attempted theft. However, this Additional Coverage applies only if:

(1) You are not the owner of the building;

(2) You are legally liable for loss to the building; and

(3) The loss does not apply to glass (other than building blocks) or to any lettering or ornamentation on the glass.

b. This coverage does not apply to any loss or damage by fire or explosion.

c. The most we will pay for all direct physical loss or damage in any one occurrence at each described premises is the applicable building limit.

REFRIGERATED PROPERTY IN TRANSIT - LIMITED COVERAGE

a. We will pay the specified necessary expenses you incur to avoid the imminent spoilage of your product that requires refrigeration and becomes endangered because of the sudden and accidental breakdown of the refrigeration equipment on vehicles you own or lease that are transporting the property. The expenses we will pay are limited to the following:

(1) Necessary expenses to dispatch a replacement vehicle, including the additional wages of the driver of that replacement vehicle;

(2) Wages of laborers to unload the disabled transporting vehicle and reload the property onto another replacement vehicle; and

(3) Necessary expenses for rental of temporary cold storage facilities should a replacement refrigerated vehicle not be available.

b. Unless a higher Limit of Insurance for **Refrigerated Property In Transit- Limited Coverage** is shown in the Supplemental Schedule, the total amount we will pay for all expenses under this Additional Coverage is **\$25,000** during any one policy period, regardless the number of claims made, occurrences of loss or damage or premises involved.

UNAUTHORIZED USE OF BUSINESS DEBIT, CREDIT OR OTHER TRANSACTION CARDS

a. We will pay for loss of "money", amounts that are charged against your accounts, and costs you incur that are the direct result of the unauthorized use of credit, debit or phone cards issued to you for use in your business activities that are of the following type:

(1) ATM fund transfer cards;

(2) Bank issued Credit Cards or plates; or

(3) Telephone cards.

This coverage does not apply to loss or damage resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property (including "employees") for any purpose commit, whether acting alone or in collusion with other persons.

b. The most we will pay for loss under this Additional Coverage in any one occurrence is **\$10,000**.

c. The insurance provided by this Additional Coverage does not apply to any loss:

(1) Due to employee theft; or

(2) Resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property (including "employees") for any purpose commit, whether acting alone or in collusion with other persons.

- (3) Which is payable, or which would have been payable if not for the exhaustion of the applicable Limit of Insurance, under CustomPak Additional Coverage **Computer Hi-Jack and Identity Theft – Zombies, Bots and Phishing** of this endorsement.

COMPUTER HI-JACK AND IDENTITY THEFT-ZOMBIES, BOTS AND PHISHING

- a. If you conduct business transactions over the Internet through use of your "computers" and become a victim of a Phishing scam, Zombie or distributed denial-of-service (DDoS), attack., we will pay up to **\$5,000** in any one occurrence for loss, cost or expense you incur arising out of criminal acts of cybercriminals who gain access to your bank accounts or purchase goods and services through theft of your identity and/or fraudulent use of your credit or debit cards.
- b. **We will pay for:**
- (1) Loss, cost and expense you incur to pay for goods or services purchased in your name; and
 - (2) Costs or expenses you incur to correct bank, credit statements or other records used to establish and verify your identity;
- arising out of the Phishing scam or Zombie, DDoS or DRDoS attack.
- c. The loss, cost or expense you incur must arise out of criminal acts of cybercriminals who:
- (1) Gain unauthorized access to your "computer" and implant malicious Zombie, Bot, DDoS or DRoS programs;
 - (2) Use your computer to prevent your business transactions from taking place;
 - (3) Gain unauthorized access to your bank accounts or credit cards through Phishing scam; or
 - (4) Purchase goods and services through theft of your identify and/or fraudulent use of your personal or business information via (1) or (3) above.
- d. This coverage does not apply to any:
- (1) Loss or damage resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property (including employees) for any purpose commit, whether acting alone or in collusion with other persons.
 - (2) Loss, cost or expense caused by or resulting from modem high-jacking.
 - (3) Loss or damage resulting from or due to employee theft.
- e. Additional Definitions
- As used in this Additional Coverage:
- (1) "**Modem hi-jacking**" means the illegal access to your "computer" and implanting a malicious program, virus, keystroke loggers or other harmful code that alters the phone number your computer dials to access your Internet Service Provider in order to connect you to a pay-per-minute number (900 number) and fraudulently charge you for the additional costs for the call.
 - (2) **Phishing** means a type of deception or fraudulent act designed to steal your identity through use of the Internet. A **phishing** scam is a scheme, trick or device used by others to obtain personal information (such as credit card numbers, passwords, account data, or other personal information) by convincing you to provide it under false pretenses, such as representing their website as a bank website through which you conduct financial transactions in the normal conduct of your business operations. **Phishing** schemes can also be carried out in person or over the phone, but are delivered subsequently online through spam e-mail or pop-up windows.
 - (3) A **Zombie**, distributed denial-of-service (**DDoS**), or distributed reflection denial of service (**DRDoS**) attack refers to the operation of a network of compromised computers, containing remotely controlled "Zombie" or "Bot" attack programs implanted or operated by persons other than you and without your permission for fraudulent and criminal purposes. "Computers" that are a target of a Zombie attack may also lose functionality due to such infection and result in a DDoS or DRDoS.
 - (4) A **Zombie** or **Bot** is a compromised "computer" that is directed and coordinated by a "Zombie Master" central control program implanted into your computer system by others. "Zombie Master" program gains control of a "computer" by implanting malicious programs through an infected Internet site or through opening an infected e-mail (making the computer a Zombie).
 - (5) A denial of service (**DDoS** or **DRoS**) attack is an influx of traffic (usually through e-mail) that overwhelms the target or victim's ability to handle the information and results in a denial of service (**DDoS** or **DRoS**) of or through an ISP. This occurs because the network of computers implanted with this Zombie program receives instructions from the master program and each individual computer begins generating a flood of malicious e-mail traffic aimed at target/victim machines or networks. This target or victim is your individual computer or network that is affected directly or indirectly through your ISP's server.

PROMOTIONAL DISPLAYS

- a. We will pay under your Business Personal Property for direct physical loss or damage to displays, masonry or stone bridges, wooden landscaping bridges, assembled gazebos, fences or similar structures used for display or promotional purposes at the premises described in the Declarations. The direct physical loss or damage must be caused by or result from a Covered Cause of Loss at the premises described in the Declarations.
- b. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is **\$10,000** at each described premises.

G. CUSTOMPAK COVERAGE EXTENSIONS

The following **Coverage Extensions** under **A. Coverage** are amended as follows:

EXTENSION OF PREMISES BOUNDARY

The opening Paragraph of **5. Coverage Extensions** is deleted and replaced by the following:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

a. Newly Acquired Buildings:

The last Paragraph under **(1)** of **a. Newly Acquired Or Constructed Property, 5. Coverage Extensions, A. Coverage** is replaced by the following:

The most we will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss under this Extension is **\$1,000,000** at each building.

b. Newly Acquired Your Business Personal Property:

The last sentence under **(2)(a)** of **a. Newly Acquired Or Constructed Property, 5. Coverage Extensions, A. Coverage** is replaced by the following:

The most we will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss under this Coverage Extension is **\$500,000** at each building. However, we will not pay for any loss or damage under this Coverage Extension also payable under **CustomPak Coverage Extension – Peak Season Automatic Increase in Business Personal Property** of this endorsement for loss or damage to the same property damaged in a single loss.

c. **(3) Period Of Coverage** is deleted and replaced with the following:

(3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) **90** days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property;
- (c) You report values to us; or
- (d) With respect to "computers", the earlier of:
 - (i) **(a), (b), or (c)** above; or
 - (ii) when specific insurance at the newly acquired premises is obtained.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

PERSONAL EFFECTS AND THE PERSONAL PROPERTY OF OTHERS

A.5.b. Personal Effects And Property Of Others provision is replaced by the following:

b. **Personal Effects and Personal Property of Others**

(1) PERSONAL EFFECTS

- (a) You may extend the insurance that applies to Your Business Personal Property to apply to **Personal Effects** owned by you, your officers, your partners or "members", your "managers" or your employees. This Coverage Extension does not apply to loss or damage by theft. This Coverage Extension does not include direct physical loss or damage to Your Business Personal Property that is employee tools, clothing, or property of others which is included under **b.(2) Personal Property of Others** below.
- (b) The most we will pay for direct physical loss or damage in any one occurrence under this Coverage Extension is **\$25,000** at each described premises, unless a higher Limit of Insurance for **Personal Effects** is shown in the Supplemental Schedule.

(2) PERSONAL PROPERTY OF OTHERS

- (a) You may extend the insurance that applies to Your Business Personal Property to apply to the **Personal Property of Others** that is property of the same type as Your Business Personal Property that is owned by others and used in your business operations.

The coverage provided by this Coverage Extension does not apply to property that is:

- (i) Owned by you, your officers, your partners or members, your "managers" or your employees.
- (ii) The property of others that is employee tools, clothing or other personal effects.
- (iii) Customers' automobiles or vehicles or other customers property contained in customers' automobiles or vehicles while in your care, custody or control.
- (iv) Owned by your customers and for which you charge a fee to perform services upon, to store or to transport.

This Extension does not apply to loss or damage by theft.

- (b) The most we will pay for direct physical loss or damage in any one occurrence under this Coverage Extension is **\$25,000** at each described premises.

(c) When Coverage is In Effect:

The insurance provided by this Coverage Extension applies only if a Limit of Insurance is not shown in the Declarations for the Personal Property of Others. If a Limit is shown in the Declarations applicable to the Personal Property of Others, this provision does not apply and does not provide any additional insurance for the Personal Property of Others.

- c. Replacement Cost Valuation: For the purposes of the coverage provided in this Coverage Extension, Paragraph **b.(1)** of **3. Replacement Cost** under **G. Optional Coverages** does not apply.
- d. The insurance provided by this Coverage Extension does not apply to any loss we pay, or which would have been payable if not for the exhaustion of the applicable Limit of Insurance, under CustomPak Additional Coverage **Computer Fraud** of this endorsement.

"VALUABLE PAPERS AND RECORDS" (OTHER THAN "ELECTRONIC DATA")

A.5.c. "Valuable Papers And Records" (Other Than "Electronic Data") is replaced by the following:

c. "Valuable Papers And Records" (Other Than "Electronic Data")

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research lost information on "valuable papers and records" for which duplicates do not exist. But this Coverage Extension does not apply to "valuable papers and records" which exist as "electronic data".
- (2) This Coverage Extension does not apply to property in storage away from the premises shown in the Declarations; however, this does not include such property while temporarily away from the described premises for a period less than 60 days.
- (3) The most we will pay for loss or damage to "valuable papers and records" in any one occurrence under this Coverage Extension is **\$50,000** at each described premises, unless a higher Limit of Insurance for **"Valuable Papers and Records" - On Premises** is shown in the Supplemental Schedule.

For "valuable papers and records" not at a described premises, the most we will pay for all loss or damage under this Coverage Extension is **\$25,000** in any one occurrence, unless a higher Limit of Insurance for **"Valuable Papers and Records" - Off Premises** is shown in the Supplemental Schedule.

Such amounts are additional insurance.

We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records.

The costs of blank material are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

- (4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.
- (5) Paragraph **B. Exclusions** in the **Causes of Loss - Special Form** does not apply to this Coverage Extension except for:
 - (a) **B.1.c.** Governmental Action;
 - (b) **B.1.d.** Nuclear Hazard;
 - (c) **B.1.f.** War And Military Action;
 - (d) **B.2.f.** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of **14 days** or more;
 - (e) **B.2.g** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained; and
 - (f) The exclusions set forth in paragraph **B.3.**
- (6) The following exclusions under **C. Changes Under B. Exclusions** of **SECTION II - AMENDMENTS TO THE CAUSES OF LOSS - SPECIAL FORM** of this endorsement also apply to this coverage:
 - (a) Exclusion of Certain "Computer"-Related Losses; and
 - (b) "Computer" Advice or Consultation.
- (7) With respect to the coverage provided by this endorsement, the following is added to **Exclusion B.2.h.** of the **Causes of Loss- Special Form** as it pertains to dishonest or criminal acts:

With respect to "valuable papers and records", this exclusion does not apply to carriers for hire.
- (8) The following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by any of the following:

 - (1) Errors Or Omissions
 - (a) In programming, processing or storing data, or in any "computer" operations; or
 - (b) in processing or copying "valuable papers and records".

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. However, we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would otherwise be covered by this policy.

PROPERTY OFF-PREMISES

A.5.d. Property Off-Premises is replaced by the following:

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term;
 - (c) At any fair, trade show or exhibition; or
 - (d) In the care, custody or control of your salespersonsbut only for loss caused by or resulting from a Covered Causes of Loss.
This Coverage Extension also applies to "computers" while such property is in the course of transit or is located at a premises you own, lease or operate for not more than **90** days.
For the purposes of the insurance provided by this Coverage Extension, "computers" includes laptop computers.
- (2) This Coverage Extension does not apply to:
 - (a) "Money" and "securities", "valuable papers and records" or accounts receivable; or
 - (b) Materials, equipment, supplies and temporary structures located at a job site and intended for installation, construction, making additions, alterations or repairs to buildings or structures at the job site.
 - (c) Property while in or on a vehicle, except for "computers".
 - (d) Any loss we pay, or which would have been payable if not for the exhaustion of the applicable Limit of Insurance, under **Salesperson's Samples** coverage of this endorsement.
- (3) The most we will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss under this Coverage Extension is **\$50,000** in any one occurrence, unless a higher Limit of Insurance for **Property Off - Premises** is shown in the Supplemental Schedule.

OUTDOOR PROPERTY

A.5.e. Outdoor Property is replaced by the following:

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located at the described premises:

- (1) Fences that are not a part of a building;
 - (2) Outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring; and
 - (3) Trees, shrubs and plants other than "stock";
- but only for loss caused by or resulting from a Covered Causes of Loss.

The most we will pay for direct physical loss or damage in any one occurrence, including debris removal expense, under this Coverage Extension is:

- (1) **\$1,000** for any one tree, shrub or plant; and
- (2) **\$25,000** for all outdoor property at each described premises, unless a higher Limit of Insurance for **Outdoor Property – Each Described Premises** is shown in the Supplemental Schedule.

ACCOUNTS RECEIVABLE COVERAGE

1. Accounts Receivable Coverage is added to **A.5. Coverage Extensions**:

- a. You may extend the insurance that applies to your Business Personal Property to accounts receivable.

We will pay:

- (1) All amounts due from your customers that you are unable to collect;
 - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;
- that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

- b. The most we will pay under this Coverage Extension for loss or damage in any one occurrence at each described premises is **\$50,000**, unless a higher Limit of Insurance for **Accounts Receivable – On Premises** is shown in the Supplemental Schedule of this endorsement.

For accounts receivable not at described premises, the most we will pay is **\$25,000** in any one occurrence, unless a higher Limit of Insurance for **Accounts Receivable Coverage- Off Premises** is shown in the Supplemental Schedule.

- c. To the extent that coverage for accounts receivable is provided under this Coverage Extension, the provisions of **Property Not Covered** in the Coverage section of the **Building And Personal Property Coverage Form** do not apply.
 - d. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
 - (1) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (2) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (3) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (a) The amount of the accounts for which there is no loss or damage;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.
 - e. We will not pay for:
 - (1) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - (2) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
 - (3) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
 - (4) 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.
2. Paragraph **B. Exclusions** in the **Causes of Loss - Special Form** does not apply to this Coverage Extension except for:
- (1) **B.1.c.** Governmental Action;
 - (2) **B.1.d.** Nuclear Hazard;
 - (3) **B.1.f.** War And Military Action;
 - (4) **B.2.f.** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of **14 days** or more;
 - (5) **B.2.g** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (a) You do your best to maintain heat in the building or structure; or
 - (b) You drain the equipment and shut off the supply if the heat is not maintained; and
 - (6) The exclusions set forth in paragraph **B.3.**
 - (7) The following exclusions under **C. Changes Under B. Exclusions** of **SECTION II – AMENDMENTS TO THE CAUSES OF LOSS – SPECIAL FORM** of this endorsement also apply to this coverage:
 - a. Exclusion of Certain "Computer"-Related Losses; and
 - b. "Computer" Advice or Consultation.
 - (8) With respect to the coverage provided by this coverage, the following is added to Exclusion **B.2.h.** as it pertains to dishonest or criminal acts:
With respect to accounts receivable this exclusion does not apply to carriers for hire.

EMPLOYEE TOOLS AND WORK CLOTHING

Employee Tools and Work Clothing is added to **A.5. Coverage Extensions**:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss of or damage to tools and work clothing owned by your employees and used or worn on premises in the performance of the employee's job duties. The direct physical loss or damage must be caused by or result from a Covered Cause of Loss at the premises described in the Declarations.
- b. The most we will pay for direct physical loss or damage in any one occurrence under this Coverage Extension is:
 - (1) **\$2,500** for all tools and work clothing owned by any single employee; and
 - (2) **\$25,000** for the total of all tools and work clothing owned by all employees at each described premises, unless a higher Limit of Insurance for **Employee Tools and Work Clothing – Each Described Premises** is shown in the Supplemental Schedule.
- c. Our payment for direct physical loss of or damage to employee tools and work clothing under this Coverage Extension will only be to the owner of the property.
- d. This insurance does not apply to any "computers" that are incorporated into or used as peripheral equipment to the Employee Tools otherwise covered by this Coverage Extension.

PROPERTY AT JOB SITES

Property At Job Sites is added to **A.5. Coverage Extensions:**

- a. You may extend the insurance provided by this Coverage Form to apply to Your Business Personal Property while it is away from the described premises and at a job site where you are performing services for your clients in the normal course of your business activities, but only for loss caused by or resulting from a Covered Causes of Loss.
- b. This insurance does not apply to your Covered Property while:
 - (1) Temporarily at a location you do own, lease or operate other than a job site;
 - (2) In storage at a location you lease;
 - (3) At any fair, trade show or exhibition; or
 - (4) In or on a vehicle.
- c. This Extension does not apply to the following types of property:
 - (1) Materials, equipment, and supplies located at a job site where you are conducting "operations" that are property intended to become part of a building or used themselves for making additions, alterations or repairs to existing buildings or structures at the job site; or
 - (2) "Computers" and laptops while such property is in the course of transit, in the care, custody or control of you or your employees, or is located for a temporary period of time at a premises you own, lease or operate.
- d. The most we will pay for all direct physical loss or damage caused by or resulting from a Covered Cause of Loss under this Coverage Extension is **\$25,000** in any one occurrence, unless a higher Limit of Insurance for **Property At Job Sites** is shown in the Supplemental Schedule.
- e. The insurance provided by this Coverage Extension does not apply to any loss we pay, or which would have been payable if not for the exhaustion of the applicable Limit of Insurance, under **G. CustomPak Coverage Extension - Salesperson's Samples** of this endorsement.

PEAK SEASON AUTOMATIC INCREASE IN BUSINESS PERSONAL PROPERTY

Peak Season Automatic Increase in Business Personal Property is added to **A.5. Coverage Extensions:**

- a. The Limit of Insurance for Business Personal Property will automatically increase by 25% to provide for seasonal variations.
- b. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (1) The 12 months immediately preceding the date the loss or damage occurs; or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.
- c. We will not pay under this Coverage Extension for any loss also payable under **Newly Acquired or Constructed Property**, as amended under paragraph **G. CustomPak Coverage Extensions** of this endorsement.

FINE ARTS

Fine Arts is added to **A.5. Coverage Extensions:**

- a. We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Causes of Loss.
- b. Covered Property, as used in this Coverage Extension means:
 - (1) Your fine arts; and
 - (2) Fine arts of others that are in your care, custody or control;as described in the Supplemental Schedule.

No other coverage under your Policy or any endorsement thereto, except the coverage provided by this Coverage Extension, applies to direct physical loss or damage to the Covered Property described in the Supplemental Schedule applicable to this Coverage Extension.

If no items are scheduled in the Supplemental Schedule, Fine Arts is provided as Business Personal Property at actual cash value, subject to all of the applicable terms, conditions and exclusions of your policy.

- c. Covered Property does not include:
 - (1) Property while on exhibition at fair grounds or on the premises of any national or international exposition; or
 - (2) Contraband, or property in the course of illegal transportation or trade.
- d. Solely with respect to the items of property described in the Supplemental Schedule, Paragraph **B. Exclusions** in the **Causes of Loss - Special Form** does not apply to this Coverage Extension except for:
 - (1) **B.1.c.** Governmental Action;
 - (2) **B.1.d.** Nuclear Hazard;
 - (3) **B.1.f.** War And Military Action.
- e. We will not pay for loss or damage caused by or resulting from any of the following:
 - (1) Breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property.
But we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to the vehicle carrying the property if these causes of loss would be covered under this Coverage Part.

- (2) Any repairing, restoration or retouching of the Covered Property.
- (3) Unauthorized instructions to transfer property to any person or to any place.
- (4) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

f. Limits Of Insurance

Solely with respect to the items of property described in the Supplemental Schedule, the most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Supplemental Schedule. If no property is described in the Supplemental Schedule, then coverage contained in this Coverage Extension does not apply.

g. Additional Conditions

Solely with respect to the items of property described in the Supplemental Schedule, the following additional conditions apply:

(1) **Valuation** - We agree that the value of an item is the Stated Limit of Insurance shown in the Supplemental Schedule. **Loss Conditions. E.7.Valuation** of the Building and Business Personal Property Coverage Form does not apply to this Additional Coverage.

(2) **Packing And Unpacking**

You agree that Covered Property will be packed and unpacked by competent packers.

(3) **Pair, Sets Or Parts**

(a) **Pair Or Set**

In case of loss or damage to any part of a pair or set we may:

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

(b) **Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

SALESPERSONS' SAMPLES

Salespersons' Samples is added to **A.5. Coverage Extensions:**

a. If a Limit of Insurance for Business Personal Property is shown in the Declarations, you may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Samples of the goods or products (including containers) you sell to others in the commission of your business operations;
- (2) Promotional materials, sales aids or other similar goods which assist in the sale or promotion of your goods or services;

while such property is in the care, custody or control of your employees whose duties involve the sale or promotion of your products or services, but only for loss caused by or resulting from a Covered Cause of Loss.

b. The most we will pay for direct physical loss of or damage to the property described in paragraphs **a.(1)** or **a.(2)** above while in the care, custody and control of any single employee in any single occurrence is **\$25,000**, unless a higher Limit of Insurance for **Salespersons' Samples** is shown in the Supplemental Schedule.

c. We will not pay for loss or damage resulting from any dishonest or criminal act that you or any of your partners, members, officers, managers, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons.

CONFUSION OF CUSTOMERS' PROPERTY

Confusion of Customers' Property is added to **A.5. Coverage Extensions:**

a. If a Limit of Insurance for Business Personal Property is shown in the Declarations, you may extend the insurance that applies to Your Business Personal Property to apply to the expenses you incur when all of the following conditions are met:

- (1) Customers' Property was left in your care, custody and control for process, service or work to be performed on such property; and
- (2) Customers' Property is lost or damaged due to a covered Cause of Loss that occurs at the premises described in the Declarations; and
- (3) The covered Cause of Loss described in paragraph (2) above destroys or damages inventory or tracking information that identifies the identity of the Customer and/or ownership of the Customers' Property such that the return of the property to the Customer is not immediately possible.

We will pay the expenses you incur in order to:

- (a) Establish the ownership of Customers' Property or the identity of the Customer;
- (b) Purchase new tags, labels or other materials used to identify Customers Property; and
- (c) Additional costs or expenses you incur to re-tag or label the products or goods with the correct information.

- b. The most we will pay for all expenses you incur in any one occurrence under this Coverage Extension is:
- (1) **\$1,000** for any single customer; and
 - (2) **\$10,000** for the total of all customers at each described premises, unless a higher Limit of Insurance for **Confusion Of Customers' Property – Each Described Premises** is shown in the Supplemental Schedule.

BRANDS AND LABELS COVERAGE

Brands and Labels Coverage is added to **A.5. Coverage Extensions**:

- a. If a Limit of Insurance for Business Personal Property is shown in the Declarations, you may extend the insurance that applies to Your Business Personal Property to provide the following:
- If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:
- (1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
 - (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.
- b. We will pay reasonable costs you incur to perform the activity described in **a.(1)** or **a.(2)** above. But the total we pay for these costs in any one occurrence is **\$50,000** at each described premises; provided that the most that we will pay for the total of these costs and the value of the damaged property will not exceed the Business Personal Property Limit of Insurance shown on the Declarations.

"COMPUTER" EQUIPMENT AND MEDIA

- a. If a Limit of Insurance for Business Personal Property is shown in the Declarations, you may extend the insurance that applies to Your Business Personal Property to apply to "computers" and Media and Records which are:
- (1) owned by you; or
 - (2) leased, rented or borrowed by you while in your care, custody and control;
- and are used in your business while they are away from the described premises within the Coverage Territory, but only for loss or damage caused by a Covered Cause of Loss.
- b. As used in this Coverage Extension, Media and Records includes:
- (1) electronic data processing, recording or storage media such as films, tapes, discs, drums or cells; and
 - (2) Programming records used for "electronic data" processing or electronically controlled equipment.
- Media and Records does not include "electronic" data stored on such media.
- c. For purposes of this coverage, Covered Property does not include:
- (1) Property held as samples, held for rental or sale or that you rent to others;
 - (2) Property in storage away from the premises shown in the Declarations except as provided in this Coverage Extension of this endorsement;
 - (3) Electronic data processing equipment which is permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration;
 - (4) Accounts, bills, evidences of debt and valuable papers and records; or
 - (5) "Computers" and Media and Records that are otherwise covered under the **Building And Personal Property Coverage Form** as Building, Business Personal Property or Personal Property Of Others even in the absence of this coverage.
- d. The most we will pay for direct physical loss or damage under this Coverage Extension in any one occurrence is **\$50,000** at each described premises, unless a higher Limit of Insurance for **"Computer" Equipment and Media** is shown in the Supplemental Schedule.
- e. **Duplicate Media**
- (1) We will pay for your loss or to duplicate or back up Media and Records which you store at a separate location (a location at least 1,000 feet from your premises). The most we will pay under this extension is **\$5,000** in any one occurrence, unless a higher Limit of Insurance for **Duplicate Media** is shown in the Supplemental Schedule under **"Computer" Equipment and Media**.
 - (2) Coverage provided by this subparagraph **e.** is included within and not in addition to the Limit of Insurance provided in subparagraph **d.** above.

H. AMENDMENTS TO LIMITS OF INSURANCE

1. The following replaces the last two paragraphs of **C. Limits of Insurance** of the **Building and Business Personal Property Coverage Form**:

Unless specifically indicated in the Additional Coverage, the Limits of Insurance applicable to any Additional Coverage provision provided by this endorsement will not increase the Limit of Insurance applicable to Building, Business Personal Property or Business Income and Extra Expense shown in the Declarations.

However, the limits applicable to the following Additional Coverages and Coverage Extensions:

- Debris Removal Additional Coverage;
- Fire Department Service Charge;
- Pollutant Clean Up and Removal;
- Coverage B - Demolition Cost Coverage of the Building Ordinance or Law Coverage;

- Coverage C - Increased Cost of Construction of the Building Ordinance or Law Coverage;
- Property In Transit (amendment of the Causes of Loss Special Form); and
- Valuable Papers and Records (Other Than "Electronic Data");

are in addition to the Limits of Insurance.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

2. With respect to the coverage provided by this endorsement, the second Paragraph applicable to signs attached to buildings is deleted.
3. With respect to the coverage provided by this endorsement, Coverage Extensions are additional insurance unless otherwise indicated within the applicable coverage extension. The **Additional Condition, Coinsurance of the Building and Business Personal Property Coverage Form** does not apply to these Coverage Extensions.
4. With respect to the coverage provided by this endorsement, if a specific Limit of Insurance applies to the Personal Property of Others shown in the Declarations, the Personal Property of Others coverage provided by this endorsement does not apply and does not provide any amount which is in addition, contributes or is in excess of any applicable Limit of Insurance shown in the Declarations.
5. Coverage afforded the insured under this endorsement will be excess over any other valid and collectible insurance available to the insured, including any coverage endorsements to this policy.
6. Regardless of the number of years this endorsement remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.

I. AMENDMENTS TO DEDUCTIBLE:

The following are added to **D. Deductible** of the **Building and Business Personal Property Coverage Form**:

2. Regardless of the amount of the Deductible shown in the Declarations, the most we will deduct from any loss or damage for Glass and Signs in any one occurrence is **\$100**.
3. No deductible applies to the following coverages:
 - Accounts Receivable;
 - Computer Fraud;
 - Damage to Rented Buildings And Equipment - Theft Coverage
 - "Electronic Data";
 - "Employee" Theft;
 - Employee Tools and Work Clothing.
 - Fine Arts;
 - Fire Department Service Charge;
 - Fire Extinguisher Systems Expense;
 - FOB Shipments;
 - "Forgery" Or Alteration;
 - Loss Adjustment Expenses;
 - "Money" and "Securities";
 - Money Orders and "Counterfeit Money"
 - Outdoor Property;
 - Reward Payment;
 - Unauthorized Use Of Business Debit, Credit or Other Transaction Cards; and
 - "Valuable Papers and Records" (other than "electronic data").

J. LOSS CONDITIONS

E. Loss Conditions is amended as follows:

1. Paragraph **4.b.** is deleted and replaced with the following:
 - b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except as provided in the **Building Ordinance or Law Coverage** under **E. AMENDMENTS TO ADDITIONAL COVERAGES, of SECTION I - CHANGES TO THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM** as included in this endorsement.
2. **7. Valuation** is deleted and replaced with the following:
 - 7. Valuation**
Except as provided in Paragraphs **b.** through **g.** which follows, we will determine the value of Covered Property as follows:
 - a. At replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) The Limit of Insurance under Building and Business Personal Property that applies to the lost or damaged property;

- (b) The cost to replace, on the same premises, the lost or damaged property with other property:
 - (i) Of comparable material and quality; and
 - (ii) Used for the same purpose; or
- (c) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

- (2) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:
 - (a) The actual cash value of the lost or damaged property; or
 - (b) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement.
- (3) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.
- (4) We will not pay on a replacement cost basis for any loss or damage:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is **\$2,500** or less, we will settle the loss according to the provisions of Paragraphs **7.a.(1)** and **7.a.(2)** above whether or not the actual repair or replacement is complete.

- (5) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- b. The following property at actual cash value:
 - (1) Used or second-hand merchandise held in storage or for sale; and
 - (2) Household contents, except personal property in apartments or rooms furnished by you as landlord; and
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.
- c. **Glass** at the cost of replacement with safety glazing material if required by law.
- d. **Tenants' Improvements and Betterments** at:
 - (1) Replacement cost if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (3) Nothing if others pay for repairs or replacement.
- e.
 - (1) "Money" at its face value; and
 - (2) "Securities" at their value at the close of business on the day the loss is discovered.
- f. Applicable to the **Personal Property of Others**:

Our payment for loss of or damage to personal property of others will be at Replacement Cost and will be only for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- g. Applicable to "Finished Stock":

We will determine the value of "finished stock" you manufacture, in the event of loss or damage, at:

 - (1) The selling price, as if no loss or damage occurred;
 - (2) Less discounts and expenses you otherwise would have had.

3. The following is added:

8. No Benefit To Bailee

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

K. AMENDMENTS TO OPTIONAL COVERAGES

The following amends **G. Optional Coverages** of the **Building and Business Personal Property Coverage Form**:

1. Replacement Cost Valuation applies to the coverage provided by your policy, except as amended in the specific Additional Coverage, Coverage Extension, or Valuation provisions of this endorsement. Therefore Optional Coverage **3. Replacement Cost** does not apply.
2. As respects the coverage provided by this endorsement, **G.4. Extension of Replacement Cost To Personal Property Of Others** of the **Building and Personal Property Coverage Form** applies, unless a different valuation is specifically stated in the Additional Coverage or Coverage Extension to be in effect.

SECTION II - AMENDMENTS TO THE CAUSES OF LOSS – SPECIAL FORM

- A. Paragraph **E. Additional Coverage – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria** is deleted and replaced with the following:

E. "FUNGUS", WET ROT, DRY ROT AND BACTERIA LIMITED COVERAGE

1. **Conditions of Coverage:** The coverage described in Paragraphs **E.2.** and **E.6.** that follow apply only when the "fungus", wet or dry rot or bacteria are the result of:
 - (a) A "specified cause of loss" other than fire or lightning; or
 - (b) Flood, if the Flood Coverage Endorsement applies to the affected premises;that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
2. **Direct Damage Coverage:** We will pay for loss or damage by "fungus", wet or dry rot or bacteria to Covered Property at a premises described in the Declarations. As used in this Limited coverage, the term loss or damage means:
 - (a) Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. **Direct Damage Limit of Insurance:** The coverage described under **E.2.** of this Limited Coverage above is limited to **\$25,000**, unless a higher Limit of Insurance for **“Fungus”, Wet Rot, Dry Rot and Bacteria Limited Coverage** is shown in the Supplemental Schedule. Regardless of the number of claims, this limit is the most we will pay for the total of all direct physical loss or damage arising out of all occurrences described in **E.1.** at any single location, which take place during any one policy period (starting with the beginning of the present policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of **\$25,000**, unless a higher Limit of Insurance for **“Fungus”, Wet Rot, Dry Rot and Bacteria Limited Coverage** is shown in the Supplemental Schedule, for all such occurrences at any single location, even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. **Limited Coverage:** The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property shown in the Declarations. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

Non Duplication of Coverage

In no event will we pay under this Additional Coverage for loss or damage or any cost or expense to the same property under this Additional Coverage that is also payable under any form or endorsement attached to your policy providing duplicate coverage to the same property.

If a separate endorsement providing "Fungus", Wet Rot, Dry Rot And Bacteria Coverage is attached to your policy, the coverage provided by such endorsement supersedes the coverage provided by this Limited Coverage and the Limit of Insurance provided by such separate endorsement will apply as the total Limit of Insurance provided for all losses, claims or expenses payable for "Fungus", Wet Rot, Dry Rot And Bacteria Coverage provided by your policy. In this event, the "Fungus", Wet Rot, Dry Rot And Bacteria Limited Coverage provided by this endorsement and the Limit of Insurance shown in the Supplemental Schedule is not in addition to any Limit of Insurance for "Fungus", Wet Rot, Dry Rot And Bacteria Coverage provided by any other form or endorsement.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraphs **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) or **D. Additional Coverage - Collapse** of the **Causes Of Loss - Special Form**.
6. **Business Income and Extra Expense Coverage:** The following, **E.6.(a)** or **E.6.(b)**, apply only if **Business Income** and/or **Extra Expense** Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage provisions.

If we make payment under **E.2.** above, and:

- (a) If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- (b) If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

B. The following Additional Coverage is added:

ADDITIONAL COVERAGE – E-COMMERCE LIMITED COVERAGE

1. As used in this Additional Coverage:

- a. The business of e-commerce and e-commerce activity mean commerce conducted via the Internet or other computer based interactive communications network. This includes business-to-business commerce conducted in that manner.
- b. Loss or damage to "electronic data" means destruction or corruption of "electronic data".
- c. The term employee includes a leased or temporary employee.
- d. The term contractor, which includes an employee or any agent of the contractor, means an entity that has a written agreement with you to inspect, design, install, test, maintain, repair or replace any part of your computer system including "electronic data".
- e. Reference to your "computers" or your computer system means those which are owned by you or licensed or leased to you.

2. **"Electronic Data" Coverage**

- a. "Electronic Data" Coverage under this Additional Coverage is limited to "electronic data" which is owned by you or licensed or leased to you, originates and resides in "computers" located in the Coverage Territory, and is used in the e-commerce activity of your business described in the Supplemental Schedule.

"Electronic Data" Coverage under this Additional Coverage does not include your "electronic data" that is licensed, leased or rented to others.

- b. We will pay for the cost to replace or restore "electronic data" which has suffered loss or damage by a Covered Cause of Loss as described in paragraph **B.4. E-Commerce Limited Coverage Covered Causes Of Loss** below, subject to the valuation provisions in **B.2.c.** below.

- c. The Valuation Condition is replaced by the following with respect to the coverage provided for "Electronic Data" Coverage under this Additional Coverage:

(1) Loss or damage to "electronic data" will be valued at the cost of restoration or replacement, including the cost of data entry, re-programming and computer consultation services. But we will not pay the cost to duplicate research that led to the development of your "electronic data" or any proprietary or confidential information or intellectual property in any form. To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.

(2) If you recover, from a licensor or lessor, for loss or damage to "electronic data", our loss payment to you will be reduced to the extent of such recovery.

3. **Business Income and Extra Expense Coverage**

The following apply only if Business Income and Extra Expense Coverage applies to the described premises, and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and Extra Expense Coverage provisions.

a. **Coverage**

We will pay for the actual loss of Business Income you sustain and/or Extra Expense you incur due to the necessary "suspension" of the e-commerce activity of your business described in the Supplemental Schedule, for the applicable period of time specified under **B.3.b. Period Of Coverage** below. The "suspension" must be caused by:

(1) A loss covered under **B.2. "Electronic Data" Coverage** of this Additional Coverage; or

(2) Interruption in normal computer network service or function caused by a Covered Cause of Loss as described in paragraph **B.4. E-Commerce Limited Coverage Covered Causes Of Loss** below.

Income or expense from outside the Coverage Territory, even if generated by or pertaining to the e-commerce activity of your business described in the Supplemental Schedule, is not covered under this Additional Coverage.

b. **Period of Coverage**

(1) If the "suspension" of e-commerce activity is caused by a loss covered under **B.2. "Electronic Data" Coverage** of this Additional Coverage, unless a different waiting period is shown in the Supplemental Schedule, then the period of coverage begins 24 hours after the time of such loss and ends on the earliest of:

- (a) The time when e-commerce activity is resumed;
 - (b) The time when the "electronic data" is restored; or
 - (c) 90 days after the date of the loss covered under **B.2. "Electronic Data" Coverage** of this Additional Coverage.
- (2) If the "suspension" of e-commerce activity is caused solely by an interruption described in **3.a.(2)** above, unless a different waiting period is shown in the Supplemental Schedule, then the period of coverage begins 24 hours after the service to your website is interrupted. The period of coverage ends on the earliest of:
- (a) The time when your e-commerce activity is resumed;
 - (b) The time when service is restored to you; or
 - (c) Two weeks after the website service interruption began.
- (3) The time periods expressed in **B.3.b.(1)** and **B.3.b.(2)** above (except for the 24 hour waiting period) apply to the coverage under **3. Business Income and Extra Expense Coverage** and are not affected by any provision in any form or endorsement relating to or modifying business income coverage.

c. Loss Determination

- (1) The amount of Business Income loss will be determined based on consideration of **c.(1)(a)** through **c.(1)(d)** below. However, the amount of loss will be reduced to the extent that the reduction in the volume of business from the affected e-commerce activity is offset by an increase in the volume of business from other channels of commerce.
- (a) The Net Income of the business of e-commerce before the loss or damage or interruption in service or function occurred;
 - (b) The likely Net Income of the business of e-commerce if no loss or damage or interruption in service had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (c) The operating expenses, including payroll, necessary to resume e-commerce activity with the same quality of service that existed before the loss or damage or interruption in service or function; and
 - (d) Other relevant sources of information, including your financial records and accounting procedures, bills, invoices and other vouchers, and deeds, liens and contracts.
- (2) The amount of Extra Expense will be determined based on:
- (a) Necessary expenses that exceed the normal operating expenses that would have been incurred in the course of e-commerce activity during the period of coverage if no loss or damage or interruption in service or function had occurred. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the period of coverage, once e-commerce activity is resumed; and
 - (b) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred during the period of coverage.

d. Resumption Of E-Commerce Activity

- (1) We will reduce the amount of your Business Income loss to the extent that you can resume e-commerce activity, in whole or in part, by using damaged or undamaged equipment or "electronic data" at the described premises or elsewhere.
- (2) We will reduce the amount of your Extra Expense loss to the extent that you can return e-commerce activity to normal and discontinue Extra Expense.
- (3) If you do not resume e-commerce activity, or do not do so as quickly as possible, we will pay based on the length of time it would have taken to resume such activity as quickly as possible.

4. E-Commerce Limited Coverage Covered Causes Of Loss

- a. The provisions of this Additional Coverage do not supersede or in any way affect the application of the Exclusion Of Certain Computer Related Losses found in paragraph **C.3.b. of Changes Under B. Exclusions** of the **Causes Of Loss – Special Form** of this endorsement.
- b. The **Causes Of Loss – Special Form**, by means of exclusions and limitations stated therein and all modifications stated in **4.b.** through **4.d.** of this Additional Coverage, provides the Covered Causes of Loss applicable to this Additional Coverage.
 - (1) The Utility Services Exclusion does not apply with respect to power or communications supply services, provided that there is an interruption in utility service which is caused by a "specified cause of loss" as defined in the **Causes Of Loss – Special Form**.
 - (2) The following exclusions are added. We will not pay for loss or damage caused by or resulting from:
 - (a) A virus, malicious code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But this exclusion does not apply if your e-commerce activity is conducted via a computer system that is equipped with virus-scanning or anti-virus software, or if the Anti-Virus Waiver is indicated as applicable in the Supplemental Schedule. When this exclusion does not apply, then coverage also extends to shut-down of the

computer system if the shut-down is undertaken in response to the detection of a virus or other incident by virus-scanning software, to mitigate or avoid attack, infiltration or infection of the system;

- (b) Unauthorized viewing, copying or use of "electronic data" (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as theft;
 - (c) Errors or omissions in programming or processing "electronic data";
 - (d) Errors or deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends (including "electronic data");
 - (e) Manipulation of your computer system, including "electronic data", by an employee, volunteer worker or contractor, for the purpose of diverting "electronic data" or causing fraudulent or illegal transfer of any property;
 - (f) Interruption in normal computer function or network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network. But this exclusion does not apply if such incident is caused by a virus, malicious code or similar instruction introduced into or enacted on a computer system or network;
 - (g) Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including "electronic data" and the inability to access or properly manipulate the "electronic data";
 - (h) Complete or substantial failure, disablement or shut-down of the entire Internet, regardless of the cause.
 - (i) An "accident" which is covered, or which would have been covered if not for the exhaustion of the applicable Limit of Insurance, under any Equipment Breakdown coverage which is provided by endorsement to the **Building and Personal Property Coverage Form and Causes Of Loss – Special Form**.
- c. The Covered Causes of Loss include removal of "electronic data" from your system in an act of thievery by someone other than an employee, volunteer worker or contractor. Removal means that the "electronic data" is no longer in your computer system. Removal does not mean viewing, copying or use of "electronic data" (or any proprietary or confidential information or intellectual property in any form). Coverage for removal does not include transfer of funds, securities or similar property which is designated in the Coverage Form as Property Not Covered, even if eliminated from Property Not Covered by endorsement.
- d. An endorsement which adds or eliminates a Covered Cause of Loss to or from the **Causes Of Loss – Special Form** also applies to this Additional Coverage unless such other endorsement contains a specific provision to the contrary or is made inapplicable to this endorsement via its Schedule or the Declarations. With respects to this Additional Coverage, a Covered Cause of Loss, however, does not include an "accident".

5. Other Provisions

a. General

This coverage is limited as described, and does not extend to or modify any coverage provided under any other form or endorsement in this policy.

b. Claim-Related Fees

We will not pay for costs, fees or other expenses you incur in establishing the amount of your claim.

c. Coinsurance

The Coinsurance Additional Condition of the **Building And Personal Property Coverage Form** does not apply to this Additional Coverage.

d. Limit Of Insurance

The most we will pay for the total of all covered loss, damage and/or expenses at all described premises under this Additional Coverage for "**Electronic Data**" Coverage and **Business Income and Extra Expense Coverage** is **\$25,000** during any one policy period, regardless of the number of occurrences or computer systems involved.

If loss payment on the first occurrence does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for subsequent loss sustained in but not after that policy year. With respect to an occurrence which begins in one policy period and continues or results in additional loss or damage in a subsequent policy period(s), all loss or damage is deemed to be sustained in the policy period in which the occurrence began.

6. Deductible

The \$250 Deductible shown in the Supplemental Schedule for this Additional Coverage applies to loss covered under **B.2. "Electronic Data" Coverage**. We will not pay for loss in any one occurrence until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250, subject to the available limit of the Limit of Insurance.

7. Coverage Territory

With respect to the coverage provided under this Additional Coverage, the following is added to **H. Policy Period, Coverage Territory** of the **Commercial Property Conditions**:

A computer virus or other incident that occurs on the Internet or other computer-based interactive communications network may originate anywhere in the world. However, even if an incident that originates outside the Coverage Territory results in coverage under this Additional Coverage, such coverage is limited to the Coverage Territory in accordance with the provisions of Paragraphs **2.a.** and **3.a.** of this Additional Coverage.

C. CHANGES UNDER B. EXCLUSIONS:

1. **B.1.a. Ordinance Or Law** does not apply to the extent that **Ordinance or Law** coverage(s) is provided by the **Building Ordinance or Law Coverage** or the **Ordinance or Law-Equipment Coverage** of **SECTION I - CHANGES TO THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM** of this endorsement.
2. Paragraph **B.1.g** under **B. EXCLUSIONS** of the **Causes Of Loss - Special Form** applies except to the extent that coverage is provided by **Water Back-Up and Sump Overflow Coverage** of this endorsement.
3. The following Exclusions are added:

a. Electrical Disturbance

We will not pay for loss or damage caused directly or indirectly by electrical or magnetic injury, disturbance or erasure of electronic recordings, except as provided under:

(i) **A.4.f. "Electronic Data"** of the **Building And Business Personal Property Coverage Form** as amended by this endorsement; and

(ii) **E-Commerce - Limited Coverage** under **SECTION II** as provided by this endorsement;

However, we will pay for direct loss or damage caused by lightning.

b. Exclusion of Certain "Computer" - Related Losses

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

The failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a) "Computer" hardware, including microprocessors;
- (b) "Computer" application software;
- (c) "Computer" operating systems and related software;
- (d) "Computer" networks;
- (e) Microprocessors ("computer" chips) not part of any "computer" system; or
- (f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **3.b.** above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

However, if excluded loss or damage, as described in Paragraphs **3.b.(1)** or **3.b.(2)** above results in a "specified cause of loss" or an elevator collision resulting from mechanical breakdown, we will pay only for the loss or damage caused by such "specified cause of loss" or elevator collision.

We will not pay for repair, replacement or modification of any items in Paragraphs **3.b.(1)** or **3.b.(2)** above to correct any deficiencies or change any features.

c. Computer Advice Or Consultation

We will not pay for loss or damage caused directly or indirectly by any advice, consultation, design, evaluation, inspection, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Exclusion **3.b.** above.

d. Installation, Testing or Repair

We will not pay for loss or damage caused directly or indirectly by errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data", electronic data processing media and records or electronic data processing equipment, including parts.

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Part.

D. CHANGES TO C. LIMITATIONS:

1. EXPANSION OF PREMISES BOUNDARY

As respects the coverage provided by this endorsement, paragraph **2.c.(1)** is deleted and replaced by the following:

(1) If the **Covered Property** is located on or within 1,000 feet of the described premises.

2. PATTERNS, DIES, MOLDS AND FORMS INCREASED LIMITS

Paragraph **3.c.** is deleted and replaced by the following:

c. **\$25,000** for patterns, dies, molds and forms, unless a higher Limit of Insurance for **Patterns, Dies, Molds and Forms** is shown in the Supplemental Schedule.

E. CHANGES TO F. ADDITIONAL COVERAGE EXTENSIONS- PROPERTY IN TRANSIT

1. Property In Transit - Expansion of Premises Boundary and Limits of Insurance

Paragraphs a. and c. of 1. **Property In Transit** are deleted and replaced by the following:

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- c. The most we will pay for all loss or damage under this Extension is **\$50,000** in any one occurrence, unless a higher Limit of Insurance for **Property in Transit** is shown in the Supplemental Schedule.

2. The following are added to 1. **Property In Transit**:

d. **FOB SHIPMENTS**

We will also cover your Business Personal Property while it is in transit under this Additional Coverage Extension that is shipped:

- (1) By any common carrier;
- (2) Free on Board (FOB) if you cannot collect the loss from the consignee. However, we will pay only the amount of your interest in the property shipped on this basis.

The most we will pay for all loss or damage to Business Personal Property shipped by common carrier or on a FOB basis is **\$10,000** in any one occurrence.

- e. This coverage does not apply to direct physical loss of or damage to Covered Property or any loss, cost, or expense payable, or which would have been payable if not for the exhaustion of the applicable Limit of Insurance, under **Refrigerated Property in Transit – Limited Coverage** as provided by this endorsement or **Property Off Premises** as replaced by this endorsement.

SECTION III – DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following terms are defined as follows:

A. "Computer" means:

1. Your programmable electronic equipment that is used to store, retrieve and process "electronic data". It includes their component parts and dedicated air conditioning, fire suppression equipment and electrical equipment used exclusively in your "computer" operations; and
2. Associated peripheral equipment that provides communication, including input and output functions such as printing or auxiliary functions such as "electronic data" transmission. It does not include "electronic data" and media.

B. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data. This definition does not apply to your "stock" of prepackaged software.

C. "Finished Stock" means finished goods that are products manufactured by you and held in storage or for sale. However, "finished stock" does not include "stock" you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

D. "Operations" means your business activities occurring at the described premises, or at any other location if your normal operations involve providing services to your clients at a job site or at premises not owned or rented by you.

E. "Perishable stock" means personal property:

1. Maintained under controlled conditions for its preservation; and
2. Susceptible to loss or damage if the controlled conditions change.

F. "Valuable papers and records" means inscribed, printed or written:

1. Documents;
2. Manuscripts; and
3. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities" as defined in paragraph H.3. below.

G. For Purposes of CustomPak Additional Coverages **Ordinance Or Law – Equipment Coverage; Spoilage "Perishable Stock" Coverage**, and **E-Commerce Limited Coverage**, the following terms are defined as follows:

1. "**Accident**" means a fortuitous event that causes direct physical damage to "covered equipment" resulting from:
 - a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or

e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. **"Covered equipment"** means, unless otherwise specified in the Equipment Breakdown Schedule of Coverages, Covered Property:

- a. that generates, transmits or utilizes energy, including, but not limited to, electronic communications and data processing equipment; or
- b. which, during normal usage, operates under vacuum or pressure, other than the weight of its contents; or
- c. which is "production machinery."

But none of the following is "covered equipment":

- a. structure, foundation, cabinet, compartment or air supported structure or building;
- b. insulating or refractory material;
- c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- d. water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- e. "vehicle" or any equipment mounted on a "vehicle";
- f. satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- g. dragline, excavation or construction equipment; or
- h. equipment manufactured by you for sale.

3. **"Production machinery"** means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machinery or apparatus. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.

H. The following definitions apply to additional Crime & Fidelity coverages provided under this endorsement:

1. **"Occurrence(s)"** is a defined term in Section I of this endorsement only as respects the following coverages:

- a. As respects the coverage provided under this endorsement for **Money And Securities** only, "occurrence" means all loss caused by one or more persons and involving a single act or series of related acts.
- b. As respects the coverage provided under this endorsement for **Money Orders And Counterfeit Money** only, "occurrence" means:
 - (i) An act or series of related acts involving one or more persons; or
 - (ii) An act or event, or a series of related acts or events not involving any person.
- c. As respects the coverage provided under this endorsement for **Forgery Or Alteration** only, "occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
- d. As respects the coverage provided under **Employee Theft** only, "occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

2. With respects to **Additional Coverages Money and Securities; Computer Fraud; Money Order and Counterfeit Money; Forgery or Alterations**, and **Employee Theft**, the following definition applies:

"Money" means:

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

3. With respects to **Additional Coverages Money and Securities; Computer Fraud**; and **Employee Theft**, the following definitions apply:

- a. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - (1) Food stamps, lottery tickets, redeemed coupons, tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
- b. **"Other property"** means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, "electronic data" or any property specifically excluded under this insurance.
- c. **"Theft"** means the unlawful taking of property to the deprivation of the Insured.
- d. **"Employee(s)"** means:
 - (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph d.(1), who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph d.(2);
- (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
 - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
- (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
- (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
- (8) Any of your "managers", directors or trustees while:
 - (a) Performing acts within the scope of the usual duties of an "employee"; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

"Employee" does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in the definition of "Employee(s)" above.

- 4. With respects to Additional Coverages **Money and Securities** and **Employee Theft** the following definitions apply:
 - a. **"Manager"** means a person serving in a directorial capacity for a limited liability company.
 - b. **"Member"** means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
- 5. With respects to Additional Coverage **Money and Securities** the following definition applies:

"Robbery" means the unlawful taking of property from the care and custody of a person by one who has:

 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
- 6. With respects to Additional Coverage **Money and Securities** the following definitions apply:
 - a. **"Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
 - b. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
- 7. With respects to Additional Coverages **Money and Securities** and **Computer Fraud** the following definitions apply:

"Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
- 8. With respects to Additional Coverage **Money Order and Counterfeit Money**, the following definition applies:

"Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
- 9. With respects to Additional Coverage **Forgery Or Alteration**, the following definition applies:

"Forgery" means the signing of the name of another person or organization with intent to deceive. It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- 10. With respects to Additional Coverage **Employee Theft (ERISA)**, the following definitions apply:
 - a. **"Funds"** means "money" and "securities".
 - b. **"Employee benefit plan(s)"** means any welfare or pension benefit plan provided by the insured for the benefit of the insured's employees that is subject to the Employee Retirement Income Security Act of 1974 (ERISA).
 - c. **"Discover"** or **"discovered"** means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or **"discovered"** also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK BUSINESS INCOME AND EXTRA EXPENSE COVERAGE –
ACTUAL LOSS SUSTAINED**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

A. Coverage Extension

The introductory paragraph of **6. Coverage Extension** referencing the Coinsurance condition under **A. Coverage** does not apply.

B. Limits of Insurance

The first paragraph of **B. Limits of Insurance** is replaced by the following:

For the purposes of the coverage provided by this endorsement, all references to Limits of Insurance under the Business Income (and Extra Expense) Coverage Form do not apply. Instead the most we will pay for loss in any one occurrence is the lesser of the amount of the loss that you sustain during the "period of restoration" or 50% of the gross annual receipts that you would reasonably have been expected to receive:

1. at the described premises where the direct physical loss or damage to property occurred; and
2. during the "period of restoration";

if you had not suffered a "suspension" of your "operations" as the result of such loss of or damage to property at such described premises to which this Business Income (and Extra Expense) coverage applies. However, the most we will pay for any loss attributable to any Business Income and/or Extra Expense Additional Coverage or Coverage Extension is the Limit Of Insurance stated in each Business Income and/or Extra Expense Additional Coverage or Coverage Extension provision.

C. Additional Condition

Paragraph **D. Additional Condition, Coinsurance** does not apply.

D. Optional Coverages

Paragraph **E. Optional Coverages** does not apply.

E. Definitions

The following replaces paragraph **b.** of **3. "Period of Restoration"** of **F. Definitions, A. Coverage**:

b. Ends on the earlier of:

- (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality;
- (2) The date when business is resumed at a new permanent location; or
- (3) The anniversary date that ends a 12 consecutive month period after the date on which the direct physical loss of or damage to property occurred at the described premises which caused the "suspension" of your "operations".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK BUSINESS INCOME AND EXTRA EXPENSE COVERAGE – BROAD EXPANSION

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

A. EXTENSION OF PREMISES BOUNDARY

With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises is amended to include the area within 1,000 feet of the site at which the described premises are located.

B. ADDITIONAL COVERAGE AND COVERAGE EXTENSION AMENDMENTS

1. The second paragraph of **A.5.a. Additional Coverage – Civil Authority** is replaced by the following:
The coverage for Business Income will begin 24 hours after the time of that action, unless a different waiting period is shown in the Supplemental Schedule, and will apply for a period of up to three consecutive weeks after coverage begins.
2. For **Extended Business Income**, paragraph **A.5.c.(1)(b)ii.** is replaced by the following:
 - ii. 60 consecutive days after the date determined in Paragraph **(1)(a)** above, unless a greater number of consecutive days is shown in the Supplemental Schedule.
3. Paragraph **A.5.d. Interruption Of Computer Operations** is amended by the following:
 - a. In Paragraph **(4)**, the most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year is increased to \$10,000 unless a higher Limit of Insurance is shown in the Supplemental Schedule.
 - b. The following paragraph is added:
 - (6)** This Additional Coverage – Interruption in Computer Operations does not apply to any Business Income or Extra Expense loss also payable, or which would have been payable except for the exhaustion of the applicable limits of insurance, under the Additional Coverage – Interruption of E-Commerce Activities of this endorsement.
4. Paragraphs **b.** and **c.(2)** under **A.6. Coverage Extension – Newly Acquired Locations** are deleted and replaced with the following:
 - b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$150,000 at each location.
 - c.**(2)** 90 days expire after you acquire or begin to construct the property; or

C. The following are added to paragraph A.5. Additional Coverages:

e. BUSINESS INCOME FROM DEPENDENT PROPERTIES

- (1)** We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from any Covered Cause of Loss.
However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.
The most we will pay under this Additional Coverage for loss in any one occurrence is \$10,000 unless a higher Limit of Insurance is indicated in the Supplemental Schedule.
- (2)** We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
 - (a)** Source of materials; or
 - (b)** Outlet for your products.
- (3)** If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- (4)** Dependent property means property owned by others whom you depend on to:
 - (a)** Deliver materials or services to you or to others for your account. As used in this provision, services does not mean water, communication or power supply services;

- (b) Accept your products or services;
- (c) Manufacture your products for delivery to your customers under contract for sale; or
- (d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

- (5) The coverage period for Business Income under this Additional Coverage:
 - (a) Begins 24 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property, unless a different waiting period is shown in the Supplemental Schedule; and
 - (b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- (6) The Business Income coverage period, as stated in Paragraph (5), does not include any increased period required due to the enforcement of any ordinance or law that:
 - (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

f. BUSINESS INCOME – INTERRUPTION OF DELIVERY SERVICES

- (1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income to apply to the actual loss of Business Income you sustain:
 - (a) Because of a "suspension" of "operations" during the "period of restoration" caused by an interruption in delivery service operations you conduct in the course of your normal business activities from a premises described in the Declarations. The "suspension" must be caused by or result from loss of or damage to a delivery vehicle that:
 - i. We insure;
 - ii. Is owned by you; and
 - iii. Is used to transport your goods or services in the normal course of your business operations to clients.

Loss or damage must be caused by or result from one of the causes of loss stated in (2)(a) below. The most we will pay under this Business Income Loss From Damage to Delivery Vehicles coverage in any one occurrence is \$10,000.

- (b) Because of a "suspension" of "operations" during the "period of restoration" caused by direct physical loss of or damage to your covered Business Personal Property that occurs in the course of transit of the property to a location you own or operate. The direct physical loss or damage must occur while the covered Business Personal Property is being transported in a vehicle owned or leased by you or while in the care, custody and control of a common carrier.

Loss or damage must be caused by or result from one of the causes of loss stated in (2)(a) below. The most we will pay under this Business Interruption - Damage to Business Personal Property in the Course of Transport Additional Coverage in any one occurrence is \$10,000.

- (c) Due to Contractual Penalties you become legally liable to pay as a result of your failure to deliver your products to clients in accordance with the terms of a written contract you have with those clients. The failure to deliver must result from direct physical loss of or damage to Covered Property caused by or resulting from one of the causes of loss stated in (2)(a) below, to vehicles used in the delivery of your products. The most we will pay under this Business Interruption - Contractual Penalties coverage in any one occurrence is \$10,000.

(2) Causes of Loss:

With respect to the coverage provided under this Additional Coverage - Business Income - Interruption of Delivery Services, the Covered Causes of Loss are subject to the following:

- (a) Coverage is limited to the following causes of loss:
 - (i) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (ii) Vehicle collision, upset or overturn. Collision means accidental contact of the vehicle with another vehicle or object. It does not mean the vehicle's contact with the road bed.
 - (iii) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- (b) If the Causes of Loss - Special Form Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Business Income - Interruption of Delivery Services.

(3) Annual Aggregate Limit of Insurance

- (a) Subject to the any one occurrence limit in paragraphs 1.(a), (b), and (c) above, the most we will pay under this Additional Coverage - Business Income - Interruption of Delivery Services for all loss of business income sustained in any consecutive 12 month policy period attributable to any single location, regardless of the number of insureds, occurrences, claims, losses, interruptions or delivery vehicles involved, is \$25,000.

- (b) If loss payment relating to the first interruption does not exhaust this Aggregate Limit of Insurance, then the balance is available for loss, cost or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year.
- (c) With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

(4) Limitations of Coverage

- (a) This Additional Coverage – Business Income - Interruption of Delivery Services does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in **(3)** above has not been exhausted.
- (b) Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of "electronic data" used to operate the delivery vehicle or any instrument that is used to operate the delivery vehicle.
- (c) This Additional Coverage – Business Income - Interruption of Delivery Services does not extend any Extra Expense coverage otherwise provided by this endorsement.
- (d) This Additional Coverage – Business Income - Interruption of Delivery Services does not apply to private passenger motor vehicles otherwise insured under any Commercial Business Auto insurance policy we provide in support of the coverage provided by this Additional Coverage.

(5) Condition of Coverage

The Commercial Business Auto insurance we provide for the motor vehicle must maintain rental reimbursement coverage.

g. BUSINESS INCOME – INTERRUPTION DUE TO POLLUTANT CLEAN-UP AND REMOVAL

- (1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income coverage to apply to a "suspension" of "operations" during the "period of restoration" at the premises described in the Declarations. The "suspension" must be caused by the discharge, dispersal, seepage, migration, release or escape of "pollutants" caused by or resulting from a Covered Cause of Loss during the policy period that necessitates the extraction of "pollutants" from land or water at the described premises.
- (2) The most we will pay for all business income loss sustained during any one policy period under this **Business Income - Interruption Due to Pollutant Clean-Up and Removal Additional Coverage** is \$25,000 at each described premises.

h. BUSINESS INCOME – INTERRUPTION OF UTILITY SERVICES TIME ELEMENT

- (1) Subject to all provisions of this Business Income and Extra Expense Limited Additional Coverage provided by this endorsement, if we make payment under an endorsement providing Utility Services - Direct Damage Coverage, we will pay for the actual loss of Business Income you sustain arising out of a "suspension" of "operations" during the "period of restoration" caused by an interruption of Utility Service(s) to the described premises indicated in the Declarations.
- (2) The most we will pay for the total of all loss payable during any one policy period under this Additional Coverage is \$25,000 at each described premises.

i. EXTRA EXPENSE - RENTAL COST REIMBURSEMENT – LEASED OR RENTED EQUIPMENT

- (1) If we pay for direct physical loss or damage to equipment at the described premises that is leased or rented while in your care, custody and control, we will pay your expense for the rental of substitute equipment when such rental is made necessary:
 - (a) To continue the normal business operation on work in progress; and
 - (b) When the insured does not have equipment that can be used for continuing or resuming operations.
- (2) The amount we pay under this Additional Coverage will be calculated at 80% of the daily rental expense incurred by the insured for the substitute equipment, but not exceeding \$500 per day.
This daily amount payable is subject to an Aggregate Limit of Insurance of \$5,000 for all such expense at each location in any single 12 month policy period.
- (3) The period of coverage:
 - (a) Begins 48 hours after the direct physical loss or damage to the equipment has occurred; and
 - (b) Ends when the damaged property has been replaced, restored to service, or is no longer needed, whichever occurs first, regardless of the expiration of the policy period;
- (4) The insured must take all steps necessary to minimize any loss payable under this Additional Coverage to repair or replace the lost or damaged leased or rented equipment as quickly as possible.

j. BUSINESS INCOME - RESEARCH AND DEVELOPMENT PROTOTYPES, SCHEMATICS, DRAWINGS AND R&D DOCUMENTATION

- (1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income to apply to actual loss of Business Income you sustain due to direct physical loss of or damage to your covered Business Personal Property caused by or resulting from a Covered Cause of Loss. The direct physical loss or damage must be to Business Personal Property of the following description:
- (a) Written or printed schematics, drawings or outlines of processes or test results directly associated with your research and development operations;
 - (b) Prototype edition that is the first build of a new design; and
 - (c) Computer generated designs, CAD/CAM designs in data form;
- at the premises described in the Declarations.
- (2) The most we will pay in any one occurrence under this Business Interruption - Research and Development Prototypes, Schematics, Drawings and Documentation Additional Coverage is \$10,000 at each described premises.

k. INTERRUPTION RESULTING FROM "FOOD CONTAMINATION"

- (1) We will pay the loss of Business Income you sustain and the Extra Expenses stated in (2) below that you incur, because of a "suspension" of "operations" at any described location if:
- (a) Your business at one or more described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination";
 - (b) You close your business at one or more described premises as a result of the discovery or suspicion of "food contamination"; or
 - (c) A location not operated by you is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", provided the location ordered closed is of the same type of business activity and has the same trade name as your business.

For coverage to apply under this Additional Coverage, you must provide sufficient proof to us that the closure and your loss of Business Income and/or Extra Expenses are directly related to the discovery or suspicion of "food contamination" as stated in (a), (b) or (c) above.

- (2) Under this Additional Coverage, we will only pay for the following Extra Expenses:
- (a) The cost to clean your equipment as required by the Board of Health or any other governmental authority or, in the case of (1)(b) above, the cost to clean your equipment to the extent necessary to safely reopen your business at the closed location(s);
 - (b) The cost to replace food which is, or is suspected to be, contaminated;
 - (c) The cost of necessary medical tests or vaccinations for your employees;
 - (d) Payroll expenses for employees until the premises have been cleared by the Board of Health or, in the case of (1)(b) above, until such time as you are able to reopen your business at the closed location(s) or should be able to safely reopen your business at the closed location(s) through the exercise of reasonable diligence; and
 - (e) The reasonable and necessary cost of additional advertising to restore your reputation.

However, we will not pay for any expense under (c) or (d) above that is otherwise covered under a Workers' Compensation Policy.

- (3) The coverage for Business Income and the cost of additional advertising will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority, or, in the case of (1)(b) above, 24 hours after you close your business at one or more described premises as a result of the discovery or suspicion of "food contamination" and will apply for a period of up to 90 consecutive days after such coverage begins.
- (4) The most we will pay in any one occurrence under this Additional Coverage for loss at each described premises is:
- (a) \$10,000 for Extra Expenses; and
 - (b) \$10,000 for Business Income
- unless higher Limits of Insurance are indicated in the Supplemental Schedule.
- (5) We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination" at the described premises.

D. LIMITS OF INSURANCE

1. The last paragraph of **B. Limits Of Insurance** is replaced by the following:

The limit applicable to Interruption Of Computer Operations Additional Coverage is in addition to the Limit of Insurance. Payments under all other Additional Coverages and Extra Expense will not increase the applicable Limit of Insurance.

2. If a separate form(s) or endorsement(s) providing any of the Business Interruption and/or Extra Expense coverages contained in this endorsement is attached to your policy, the coverage provided by the other form(s) or endorsement(s) for such coverage(s) is primary insurance. We will then pay only for the amount of covered loss or damage under this endorsement that is in excess of the amount due from the other form(s) or endorsement(s), whether you can collect on it or not.

E. ADDITIONAL EXCLUSIONS

1. All exclusions contained in the Building and Business Personal Property and the Causes of Loss - Special Form apply, unless amended in the specific coverage provision provided by this endorsement.
2. With respect to the all coverages provided under this endorsement, we will not pay for:
 - a. Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
 - (1) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" or during such other period of coverage provided in the Additional Coverage; or
 - b. Any other consequential loss.

F. AMENDMENTS TO DEFINITIONS:

For the purposes of the coverage provided by this endorsement paragraph **F. Definitions** is amended as follows:

1. Paragraph **a.(1)** in the definition of **3. "Period of Restoration"** is replaced by the following:
 - (1) 24 hours after the time of direct physical loss or damage for Business Income coverage, unless a different waiting period is shown in the Supplemental Schedule; or
2. The following definitions are added:

"Electronic Data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the forgoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

"Food contamination" means an incidence of food poisoning to one or more of your patrons as a result of:

 - (a) Tainted food you purchased;
 - (b) Food which has been improperly stored, handled or prepared; or
 - (c) A communicable disease transmitted through one or more of your employees.

All other terms and conditions remain unchanged.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7103
(Ed. 12-07)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
GENERAL LIABILITY ENHANCEMENT ENDORSEMENT –
OTHER THAN CONTRACTORS**

SCHEDULE

Coverage	Limits
Voluntary Property Damage	\$10,000 occurrence/\$10,000 aggregate
Broadened Damage to Premises Rented to You Coverage	Included
Newly Formed or Acquired Organizations	Included
Unintentional Failure to Disclose Hazard	Included
Waiver of Transfer of Rights of Recovery	Included
Mental Anguish-Bodily Injury Redefined	Included
Medical Expense Limit	\$10,000, or the Medical Expense Limit shown in the Commercial General Liability Declarations, which ever is greater

A. VOLUNTARY PROPERTY DAMAGE COVERAGE

1. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, for “property damage” to the property of others provided:

- a. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
- b. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you; and
- c. The property damage liability coverage of the policy, to which this endorsement is attached, would extend to “your work” causing such “property damage”.

2. ADDITIONAL CONDITIONS

The insurance afforded by Paragraph **1. INSURING AGREEMENT** of this Voluntary Property Damage coverage is subject to the following additional terms and conditions:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay for Voluntary Property Damage because of “property damage” in any one “occurrence” is \$10,000 subject to a \$10,000 Annual Aggregate, unless higher limits are otherwise shown in the schedule, in any annual period starting with the beginning of the policy period shown in the declarations and regardless of the number of:
 - 1) insureds;
 - 2) claims made or “suits” brought; or
 - 3) persons or organizations making claims or bringing “suits”.

The “Occurrence” Limit is included within and not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

- b. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all “property damage” to which the Voluntary Property Damage Coverage provided by this endorsement applies.
- c. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph **2.a.** above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
- d. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

- e. Our obligation under this Voluntary Property Damage coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250. The deductible amount applies to all damages because of “property damage” as the result of any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
 - (1) The terms of this insurance, including those with respect to:
 - a) Our right and duty to defend any “suits” seeking those damages; and
 - b) Your duties in the event of any “occurrence”, claim or “suit”;
apply irrespective of the application of the deductible amount.
 - (2) We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- f. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
- g. The insurance provided by this Voluntary Property Damage coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builders’ Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

3. Exclusions

Solely for the purposes of the insurance afforded by this Voluntary Property Damage coverage, Paragraph 2. **EXCLUSIONS** of **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

- a. Subparagraphs (3), (4) and (5) of Exclusion j. **Damage to Property** do not apply to the extent that coverage is provided by Paragraph 1. **INSURING AGREEMENT** of this Voluntary Property Damage coverage.
- b. The following exclusions are added:
The insurance provided by this endorsement does not apply to “property damage”:
 - (1) To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
 - (2) To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
 - (3) To property owned by, or rented by, an insured or any “employee” of the insured.
 - (4) To property that is money and securities.
 - (5) Included within the “explosion hazard”, the “collapse hazard”, or the “underground property damage hazard”, unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this endorsement is attached continue to apply.

4. Definitions

The following additional definitions apply to this Voluntary Property Damage coverage:

- a. “Explosion hazard” includes property damage arising out of blasting or explosion. The “explosion hazard” does not include “property damage” arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- b. “Collapse hazard” includes “structural property damage” and any resulting “property damage” to any other property at any time.
- c. “Structural property damage” means the collapse of or structural injury to any building or structure due to:
 - (1) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 - (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
- d. “Underground property damage hazard” includes “underground property damage” and any resulting “property damage” to any other property at any time.
- e. “Underground property damage” means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

B. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

- 1. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III Limits of Insurance**. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

2. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:
 - (1) The Limits of Insurance section of the declarations of the Commercial General Liability Coverage form; and
 - (2) Paragraph 6. of **Section III Limits of Insurance**; and
 - (3) The first full paragraph immediately following exclusion j.(6) under j. **Damage to Property of 2. Exclusions** under **Coverage A.** of **Section I.**
3. The Damage to Premises Rented to You limit in paragraph 6. of **Section III Limits of Insurance** is replaced by a Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of **Section III Limits of Insurance**. This Damage Limit is the most we will pay, subject to paragraph 5. of **Section III Limits of Insurance**, under **Coverage A.** for damages because of "property damage" to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

C. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 3. a. of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

D. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of **Section IV – Commercial General Liability CONDITIONS**,

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

E. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

With respect to the coverage provided by this endorsement, paragraph 8. **Transfer of Rights of Recovery Against Others To Us** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and does not apply.

The following applies in place of paragraph 8.:

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING PRIOR TO THE LOSS

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This provision does not apply and we have no right to seek recovery of all or any part of such payment against any person or organization with which the insured has agreed in writing prior to the loss not to seek recovery of such payments.

F. MENTAL ANGUISH – BODILY INJURY REDEFINED

1. The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:
 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
2. The following is added to 14. "Personal and advertising injury" in **Section V – Definitions**:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done with the intent to injure the feelings or reputation of a natural person by or at the direction of:
 - (a) The insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (2) Not done by or at the direction of:
 - (c) The insured; or
 - (d) Any executive officer, director, stockholder, partner or member of the insured;
 and with the reasonable expectation that such injury to the feelings or reputation of a natural person would result; and
 - (3) Not directly or indirectly related to any employment related practice, policy, act or omission including but not limited to employment related misrepresentations, wrongful reference, or the deprivation of a career opportunity, reassignment, discipline, evaluation, demotion, employment, prospective employment or termination of employment of any person or persons by or at the direction of the insured.

G. MEDICAL PAYMENTS LIMIT OF INSURANCE

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, the Medical Expense Limit is changed, subject to all the terms of **SECTION III – LIMITS OF INSURANCE**, to the greater of:

1. \$10,000; or
2. The Medical Expense Limit shown in the Declarations of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7104
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
WHOLESALE GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

SCHEDULE

Coverage	Limits
Limited Product Withdrawal Expense	\$10,000 per withdrawal/\$20,000 aggregate
Delivery Errors and Omissions	\$5,000 occurrence/\$10,000 aggregate

A. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

This coverage only provides reimbursement to you for expenses incurred because of a covered “Product Withdrawal”. This coverage does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

The following is added to **SECTION I – COVERAGES**:

SECTION I – LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for “product withdrawal expenses” incurred because of a “product withdrawal” to which this insurance applies.

The amount of such reimbursement is limited as described in **Section III – Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

- b. If we pay your “product withdrawal expenses” arising out of a “product withdrawal”, we will also pay your “customer approval advertising costs” during or after that “product withdrawal”. However, the most we will pay under this “customer approval advertising costs” coverage extension is the lesser of:

- (1) The amount of such costs; or
(2) \$10,000

The amount we pay for “customer approval advertising costs” is in addition to the Limit of Insurance.

- c. This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because:

- (1) You determine that the “product withdrawal” is necessary; or
(2) An authorized government entity has ordered you to conduct a “product withdrawal”.

- d. We will reimburse you for only those “product withdrawal expenses”:

- (1) Which are incurred and reported to us within one year of the date the “product withdrawal” was initiated; and
(2) Only if the product that is the subject of the “product withdrawal” left your control or possession after the inception date of your policy.

- e. The initiation of a “product withdrawal” will be deemed to have been made only at the earliest of the following times:

- (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a “product withdrawal”. This applies regardless of whether the determination to conduct a “product withdrawal” is made by you or is requested by a third party;
(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a “product withdrawal”; or
(3) When a third party has initiated a “product withdrawal” and you communicate agreement with the “product withdrawal”, or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the “product withdrawal”, whichever comes first.

- f. “Product withdrawal expenses” incurred to withdraw “your products” (and “customer approval advertising costs” resulting therefrom) which contain:

- (1) The same “defect” will be deemed to have arisen out of the same “product withdrawal”; or
(2) A different “defect” will be deemed to have arisen out of a separate “product withdrawal” if newly determined or ordered in accordance with Paragraph 1.c. of this endorsement.

2. Exclusions

This insurance does not apply to “product withdrawal expenses” arising out of:

- a. Any “product withdrawal” initiated due to:
 - (1) The failure of “your products” to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause “bodily injury” or physical damage to tangible property. Tangible property does not include “electronic data”.
 - (2) Copyright, patent, trade secret or trademark infringements or the infringement of any other intellectual property right.
 - (3) Transformation of a chemical nature, deterioration or decomposition of “your product”, except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of “your product”; or
 - (b) “Product tampering”.
 - (4) Expiration of the designated shelf life of “your product”.
- b. A “product withdrawal”, initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers”, prior to the inception date of this Coverage Part or prior to the time “your product” leaves your control or possession.
- c. Recall of any specific products for which “bodily injury” or “property damage” is excluded under **Coverage A – Bodily Injury and Property Damage Liability** under this Coverage Part.
- d. Recall of “your products” which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or “suit” against you for “product withdrawal expenses”.
- f. Improper, inadequate or faulty formula or specifications.
- g. Loss of profit, reputation, customer faith or approval, or any costs incurred to regain market share, approval or any other consequential damages, except as provided by “customer approval advertising costs” coverage.
- h. Redistribution or replacement of the withdrawn products by like products or substitutions.
- i. The withdrawal of similar products or batches that are not defective or are not reasonably suspected to be defective, when a defect in another product or batch has been found.

3. For the purposes of this coverage, **Section III – Limits of Insurance** is replaced by the following:

SECTION III – LIMITS OF INSURANCE

- A. The most we will pay for reimbursement of Limited Product Withdrawal Expenses as the result of a “product withdrawal” is \$10,000 subject to a \$20,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. These amounts are the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) “Product withdrawals” initiated; or
 - (3) Number of “your products” withdrawn.
- B. The annual aggregate limit is the most we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period.
- C. Subject to B. above, and in excess of a \$250 deductible, the “product withdrawal” limit is the most we will pay for “product withdrawal expense” you incur for any one “product withdrawal”.

The Limits of Insurance of Product Withdrawal Expense Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph A. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

4. For the purposes of this Limited Product Withdrawal Expense coverage, the Duties In The Event of Occurrence, Offense, Claim or Suit Condition under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in The Event of a “Defect” Or A “Product Withdrawal”

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your products”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:
 - (1) How, when and where the “defect” was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your products”.
- b. If a “product withdrawal” is initiated, you must:
 - (1) Immediately record the specifics of the “product withdrawal” and the date it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the “product withdrawal”.

5. The following definitions are added to **Section V – DEFINITIONS**:

- a. “Defect” means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. “Product tampering” is an act of intentional alteration of “your product” which may cause or has caused “bodily injury” or physical injury to tangible property. For purposes of this coverage, tangible property does not include “electronic data”. When “product tampering” is known, suspected or threatened, a “product withdrawal” will not be limited to those batches of “your product” which are known or suspected to have been tampered with.
- c. “Product withdrawal” means the recall or withdrawal of “your products”, or products which contain “your products”, from the market or from use, by any other person or organization, because of a known or suspected “defect” in “your product”, or a known or suspected “product tampering”, which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property. For purposes of this coverage, tangible property does not include “electronic data”.
- d. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or
 - (8) Costs of proper disposal of “your products”, or products that contain “your products”, that cannot be reused, not exceeding your purchase price or your cost to produce the products;but “product withdrawal expenses” does not include costs of the replacement, repair or redesign of “your products”, or the costs of regaining your market share, goodwill, revenue or profit.
- e. “Customer approval advertising costs” are those advertising costs paid for the specific purpose of regaining customer approval or faith in “your product” resulting from a “product withdrawal” to which this coverage applies.
- f. “Electronic data”, solely for the purposes of this Limited Product Withdrawal Expense Coverage, means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. The term computer programs do not apply to your stock of prepackaged software.

B. The following is added to **SECTION I – COVERAGES**:

SECTION I – DELIVERY ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items you hold for sale by you or any of your “employees” or by a concessionaire trading under your name. We will have the right and duty to defend the insured against any “suit” seeking those damages even if the allegations are groundless, false or fraudulent. However, we will have no duty to defend the insured against any “suit” seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any failure to deliver or a misdelivery and settle any claim or “suit” that may result.
- b. This insurance applies only to errors in deliveries that take place or omissions of such deliveries that should have taken place in the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional error or intentional misdelivery or intentional failure to deliver.
- b. “Bodily injury”, “property damage” or “personal and advertising injury”.
- c. Discrimination based on a customer’s race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- d. Fines or penalties imposed on any insured.
- e. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement, whether or not such contract or agreement is an “insured contract”. This exclusion does not apply to liability for damages that the insured would have had in the absence of the contract or agreement.
- f. Non-pecuniary relief including but not limited to injunctive and other equitable relief.

3. Limits of Insurance

For the purposes of this Delivery Errors and Omissions coverage, the following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Delivery Errors and Omissions coverage for the sum of all damages arising out of any one “occurrence” is \$5,000 subject to a \$10,000 annual aggregate limit. Subject to the any one “occurrence” limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Delivery Errors and Omissions coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of “insureds”, acts, errors or omissions resulting in covered damages, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”. For purposes of determining the limits of insurance, any loss based upon a series of related errors, omissions and negligent acts constitutes only one “occurrence” which will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
 - b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
 - c. The Limits of Insurance of Delivery Errors and Omissions coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph a. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
 - d. Our obligation under the Delivery Errors and Omissions coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may pay any part or all of this deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
4. For the purposes of this Delivery Errors and Omissions coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** is replaced by the following:
2. **Duties in The Event of a Delivery Error or Omission**
 - a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the person(s) making claim against you.
 - b. If a claim is made or “suit” is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.

5. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverages A and B** also apply to this Delivery Errors and Omissions Coverage.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7105
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
AUTO SERVICE GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

AMENDMENTS TO SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** of **Supplementary Payments – Section I Coverages A and B** are replaced by the following:

- b.** Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$400 a day because of time off from work.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7106
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
MANUFACTURING GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

SCHEDULE

Coverage	Limits
Limited Product Withdrawal Expense	\$10,000 per withdrawal/\$20,000 aggregate
Delivery Errors and Omissions	\$5,000 occurrence/\$10,000 aggregate
Manufacturers Specifications Errors and Omissions	\$5,000 occurrence/\$10,000 aggregate
Additional Insured – Broad Form Vendors	Not Applicable
Additional Insured – Managers or Lessors of Premises	Not Applicable

A. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

This coverage only provides reimbursement to you for expenses incurred because of a covered “Product Withdrawal”. This coverage does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

The following is added to **SECTION I – COVERAGES**:

SECTION I – LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for “product withdrawal expenses” incurred because of a “product withdrawal” to which this insurance applies.

The amount of such reimbursement is limited as described in **Section III – Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

- b. If we pay your “product withdrawal expenses” arising out of a “product withdrawal”, we will also pay your “customer approval advertising costs” during or after that “product withdrawal”. However, the most we will pay under this “customer approval advertising costs” coverage extension is the lesser of:

- (1) The amount of such costs; or
(2) \$10,000

The amount we pay for “customer approval advertising costs” is in addition to the Limit of Insurance.

- c. This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because:

- (1) You determine that the “product withdrawal” is necessary; or
(2) An authorized government entity has ordered you to conduct a “product withdrawal”.

- d. We will reimburse you for only those “product withdrawal expenses”:

- (1) Which are incurred and reported to us within one year of the date the “product withdrawal” was initiated; and
(2) Only if the product that is the subject of the “product withdrawal” left your control or possession after the inception date of your policy.

- e. The initiation of a “product withdrawal” will be deemed to have been made only at the earliest of the following times:

- (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a “product withdrawal”. This applies regardless of whether the determination to conduct a “product withdrawal” is made by you or is requested by a third party;
(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a “product withdrawal”; or
(3) When a third party has initiated a “product withdrawal” and you communicate agreement with the “product withdrawal”, or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the “product withdrawal”, whichever comes first.

- f. “Product withdrawal expenses” incurred to withdraw “your products” (and “customer approval advertising costs” resulting therefrom) which contain:

- (1) The same “defect” will be deemed to have arisen out of the same “product withdrawal”; or
- (2) A different “defect” will be deemed to have arisen out of a separate “product withdrawal” if newly determined or ordered in accordance with Paragraph 1.c. of this endorsement.

2. Exclusions

This insurance does not apply to “product withdrawal expenses” arising out of:

- a. Any “product withdrawal” initiated due to:
 - (1) The failure of “your products” to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause “bodily injury” or physical damage to tangible property. Tangible property does not include “electronic data”.
 - (2) Copyright, patent, trade secret or trademark infringements or the infringement of any other intellectual property right.
 - (3) Transformation of a chemical nature, deterioration or decomposition of “your product”, except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of “your product”; or
 - (b) “Product tampering”.
 - (4) Expiration of the designated shelf life of “your product”.
- b. A “product withdrawal”, initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers”, prior to the inception date of this Coverage Part or prior to the time “your product” leaves your control or possession.
- c. Recall of any specific products for which “bodily injury” or “property damage” is excluded under **Coverage A – Bodily Injury and Property Damage Liability** under this Coverage Part.
- d. Recall of “your products” which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or “suit” against you for “product withdrawal expenses”.
- f. Improper, inadequate or faulty formula or specifications.
- g. Loss of profit, reputation, customer faith or approval, or any costs incurred to regain market share, approval or any other consequential damages, except as provided by “customer approval advertising costs” coverage.
- h. Redistribution or replacement of the withdrawn products by like products or substitutions.
- i. The withdrawal of similar products or batches that are not defective or are not reasonably suspected to be defective, when a defect in another product or batch has been found.

- 3. For the purposes of this coverage, **Section III – Limits of Insurance** is replaced by the following:

SECTION III – LIMITS OF INSURANCE

- A. The most we will pay for reimbursement of Limited Product Withdrawal Expenses as the result of a “product withdrawal” is \$10,000 subject to a \$20,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. These amounts are the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) “Product withdrawals” initiated; or
 - (3) Number of “your products” withdrawn.
- B. The annual aggregate limit is the most we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period.
- C. Subject to B. above, and in excess of a \$250 deductible, the “product withdrawal” limit is the most we will pay for “product withdrawal expense” you incur for any one “product withdrawal”.

The Limits of Insurance of Product Withdrawal Expense Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph A. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

- 4. For the purposes of this Limited Product Withdrawal Expense coverage, the Duties In The Event of Occurrence, Offense, Claim or Suit Condition under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in The Event of a “Defect” Or A “Product Withdrawal”

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your products”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:
 - (1) How, when and where the “defect” was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your products”.

- b. If a “product withdrawal” is initiated, you must:
 - (1) Immediately record the specifics of the “product withdrawal” and the date it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the “product withdrawal”.

5. The following definitions are added to **Section V – DEFINITIONS**:

- a. “Defect” means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. “Product tampering” is an act of intentional alteration of “your product” which may cause or has caused “bodily injury” or physical injury to tangible property. For purposes of this coverage, tangible property does not include “electronic data”. When “product tampering” is known, suspected or threatened, a “product withdrawal” will not be limited to those batches of “your product” which are known or suspected to have been tampered with.
- c. “Product withdrawal” means the recall or withdrawal of “your products”, or products which contain “your products”, from the market or from use, by any other person or organization, because of a known or suspected “defect” in “your product”, or a known or suspected “product tampering”, which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property. For purposes of this coverage, tangible property does not include “electronic data”.
- d. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or
 - (8) Costs of proper disposal of “your products”, or products that contain “your products”, that cannot be reused, not exceeding your purchase price or your cost to produce the products;but “product withdrawal expenses” does not include costs of the replacement, repair or redesign of “your products”, or the costs of regaining your market share, goodwill, revenue or profit.
- e. “Customer approval advertising costs” are those advertising costs paid for the specific purpose of regaining customer approval or faith in “your product” resulting from a “product withdrawal” to which this coverage applies.
- f. “Electronic data”, solely for the purposes of this Limited Product Withdrawal Expense Coverage, means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. The term computer programs do not apply to your stock of prepackaged software.

B. The following is added to **SECTION I – COVERAGES**:

SECTION I – DELIVERY ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items you hold for sale by you or any of your “employees” or by a concessionaire trading under your name. We will have the right and duty to defend the insured against any “suit” seeking those damages even if the allegations are groundless, false or fraudulent. However, we will have no duty to defend the insured against any “suit” seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any failure to deliver or a misdelivery and settle any claim or “suit” that may result.
- b. This insurance applies only to errors in deliveries that take place or omissions of such deliveries that should have taken place in the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional error or intentional misdelivery or intentional failure to deliver.
- b. “Bodily injury”, “property damage” or “personal and advertising injury”.
- c. Discrimination based on a customer’s race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- d. Fines or penalties imposed on any insured.

- e. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement, whether or not such contract or agreement is an “insured contract”. This exclusion does not apply to liability for damages that the insured would have had in the absence of the contract or agreement.
- f. Non-pecuniary relief including but not limited to injunctive and other equitable relief.

3. Limits of Insurance

For the purposes of this Delivery Errors and Omissions coverage, the following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Delivery Errors and Omissions coverage for the sum of all damages arising out of any one “occurrence” is \$5,000 subject to a \$10,000 annual aggregate limit. Subject to the any one “occurrence” limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Delivery Errors and Omissions coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of “insureds”, acts, errors or omissions resulting in covered damages, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”. For purposes of determining the limits of insurance, any loss based upon a series of related errors, omissions and negligent acts constitutes only one “occurrence” which will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
 - b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
 - c. The Limits of Insurance of Delivery Errors and Omissions coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph a. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
 - d. Our obligation under the Delivery Errors and Omissions coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may pay any part or all of this deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
4. For the purposes of this Delivery Errors and Omissions coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in The Event of a Delivery Error or Omission

- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the person(s) making claim against you.
- b. If a claim is made or “suit” is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.

5. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverages A** and **B** also apply to this Delivery Errors and Omissions Coverage.

C. MANUFACTURERS SPECIFICATIONS ERRORS AND OMISSIONS COVERAGE

The following is added to **SECTION I – COVERAGES**

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a “Manufacturers Specifications Error or Omission” committed by you or any other person or organization acting on your behalf to which this insurance applies. This insurance applies to “manufacturer specifications error or omission” only if the error or omission is:
 - (1) Discovered by you;
 - (2) Discovered by your customer; or

(3) Discovered by any governmental or regulatory body that inspects, controls or otherwise regulates your industry or the product you manufacture.

b. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any "manufacturers specifications error or omission" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in the Limits of Insurance section as stated in paragraph 3. below;

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this "Manufacturers Specifications Errors or Omissions" coverage.

c. This insurance applies to errors in the providing of your business services that take place or omissions of such service that should have taken place in the "coverage territory" and which occur during the policy period.

2. Exclusions

This insurance does not apply to:

a. Fines, penalties, loss, cost or expense incurred by you should "your product" or any component part of "your product" fail to meet any safety or quality control testing or specifications established by any governmental or regulatory body which imposes regulations, laws, guidelines or controls on your industry or product you manufacture;

b. Negligence of your suppliers, errors or omissions, inherent flaws, or defective materials in component parts used in "your product" manufactured by others to the extent that such negligence, errors, omissions, flaws or defects were unknown or unobservable by you even upon reasonable inspection;

c. Intentional error or intentional failure to provide any services;

d. Any dishonest, fraudulent, or criminal conduct committed intentionally by you or at your direction;

e. Liquidated damages imposed on any insured, or the failure or refusal of a client to pay all or any part of monies due you;

f. The cost to repair or replace the result of faulty workmanship in any construction or installation performed by you including any materials, parts or equipment furnished in connection therewith;

g. Express warranties or guarantees except those which are necessarily included within the definition of "Manufacturers Specifications Error and Omission" as set forth in paragraph 6. of this coverage below;

h. Your providing or failure to provide professional design or engineering services whether or not you are insured under any professional liability policy. This exclusion applies even if claim or claim expenses are not covered in whole or in part by any other policy providing similar coverage for any reason, including but not limited to:

(1) An exclusion; or

(2) A reduction or exhaustion of the limits of liability of such policy;

i. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement, however, this exclusion does not apply to warranties of fitness or quality of "your products". This exclusion does not apply to liability for damages that the insured would have had in the absence of the contract or agreement;

j. Any error or omission that occurred prior to the effective date of this endorsement;

k. Any product that was manufactured prior to the effective date of this endorsement;

l. Injury to, destruction of, or loss of any property (including loss of use), except "your products" manufactured or processed by you or any insured;

m. Liability for damages exceeding the insured's cost to repair or replace "your products" or the selling price at which the insured sold "your products", whichever is less;

n. Liability caused by or resulting from specifications not provided by the insured's customers or any defect, deficiency or mistake in such specifications;

o. Liability for the loss of profits;

p. Liability for loss, costs, expenses or damages for the withdrawal or recall of "your products";

q. Fines, penalties;

r. Non-pecuniary, injunctive or other equitable relief.

3. Limits of Insurance

For the purposes of this Manufacturers Specifications Errors and Omissions coverage, the following is added to

SECTION III – LIMITS OF INSURANCE:

a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Manufacturers Specifications Errors and Omissions coverage for the sum of all damages arising out of any one "occurrence" is \$5,000 subject to a \$10,000 annual aggregate limit. Subject to the any one "occurrence" limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Manufacturers Specifications Errors and Omissions coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of "insureds", acts, errors or omissions resulting in covered damages, claims made or "suits" brought, or persons or organizations making claims or bringing "suits". For purposes of determining the limits of insurance, any loss based upon a series of related errors, omissions and negligent acts constitutes only one "occurrence" which will be deemed to have arisen when the first error, omission or negligent act of that series occurred.

- b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
 - c. The Limits of Insurance of Manufacturers Specifications Errors and Omissions coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph a. of this Manufacturers Specifications Errors and Omissions Coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
 - d. Our obligation under the Manufacturers Specifications Errors and Omissions Coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may pay any part or all of this deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
4. For the purposes of this Manufacturers Specifications Errors and Omissions Coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in The Event of a Manufacturers Specifications Error or Omission

- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the person(s) making claim against you.
- b. If a claim or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date it was received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.

5. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverages A and B** also apply to this Manufacturers Specifications Errors and Omissions Coverage.

6. The following definitions are added to Section V – DEFINITIONS:

- a. "Manufacturers Specifications Error or Omission" means an unintentional act, error or omission that manifests itself in the following:
 - 1. "Your product" fails to meet the "written specifications" provided by your customer as to the quality, types or grade of the goods or products sold by you.
 - 2. "Your product" fails to meet quality control testing standards specified by you or your customer in accordance with a written contract with you; or
 - 3. "Your product" is deemed to be unusable for the purpose for which it was designed and manufactured or unusable for any other purpose of application for any other customer because of an error or omission during the manufacture of "your product".
- b. "Written specifications" means written plans or specifications provided by your customer in advance of your commencing manufacturing operations that establishes requirements for the product supplied by you.

D. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed under a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;

- c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you as the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises by you, someone else acting on your behalf or pursuant to your express instructions in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h) "Bodily injury" or "property damage" to the extent that such "bodily injury" or "property damage" arises out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

E. ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a "written contract" that requires that such manager or lessor be added as an additional insured on your policy.
2. This insurance for such manager or lessor additional insured does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - b. Structural alterations, new construction or demolition operations performed by or for the additional insured.
 - c. Any "occurrence" giving rise to the additional insured's potential liability which begins before "the written contract" is executed by all parties to the "written contract".
 - d. Liability of an additional insured for "bodily injury", "property damage" and "personal and advertising injury" unless such "bodily injury", "property damage" and "personal and advertising injury" is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
 - e. The additional insured's contractual liability to indemnify, defend or hold harmless a third party, whether or not such contract is an "insured contract", unless such liability would arise based upon tort law principles in the absence of a contract or agreement.
3. The insurance provided to such manager and lessor additional insured by this endorsement is further limited as follows:
 - a. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Additional Insured-Managers or Lessors of Premises coverage.
 - b. The limits of insurance are those set forth in the policy Declarations or those specified in the "written contract", whichever is less.
4. For the purpose of this coverage only, the term "written contract" means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7107
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
RETAIL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

SCHEDULE

Coverage	Limits
Limited Product Withdrawal Expense	\$10,000 per withdrawal/\$20,000 aggregate
Delivery Errors and Omissions	\$5,000 occurrence/\$10,000 aggregate

A. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

This coverage only provides reimbursement to you for expenses incurred because of a covered "Product Withdrawal". This coverage does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

The following is added to **SECTION I – COVERAGES**:

SECTION I – LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in **Section III – Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

- b. If we pay your "product withdrawal expenses" arising out of a "product withdrawal", we will also pay your "customer approval advertising costs" during or after that "product withdrawal". However, the most we will pay under this "customer approval advertising costs" coverage extension is the lesser of:

- (1) The amount of such costs; or
(2) \$10,000

The amount we pay for "customer approval advertising costs" is in addition to the Limit of Insurance.

- c. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
(2) An authorized government entity has ordered you to conduct a "product withdrawal".

- d. We will reimburse you for only those "product withdrawal expenses":

- (1) Which are incurred and reported to us within one year of the date the "product withdrawal" was initiated; and
(2) Only if the product that is the subject of the "product withdrawal" left your control or possession after the inception date of your policy.

- e. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

- f. "Product withdrawal expenses" incurred to withdraw "your products" (and "customer approval advertising costs" resulting therefrom) which contain:

- (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with Paragraph 1.c. of this endorsement.

2. Exclusions

This insurance does not apply to “product withdrawal expenses” arising out of:

- a. Any “product withdrawal” initiated due to:
 - (1) The failure of “your products” to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause “bodily injury” or physical damage to tangible property. Tangible property does not include “electronic data”.
 - (2) Copyright, patent, trade secret or trademark infringements or the infringement of any other intellectual property right.
 - (3) Transformation of a chemical nature, deterioration or decomposition of “your product”, except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of “your product”; or
 - (b) “Product tampering”.
 - (4) Expiration of the designated shelf life of “your product”.
- b. A “product withdrawal”, initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers”, prior to the inception date of this Coverage Part or prior to the time “your product” leaves your control or possession.
- c. Recall of any specific products for which “bodily injury” or “property damage” is excluded under **Coverage A – Bodily Injury and Property Damage Liability** under this Coverage Part.
- d. Recall of “your products” which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or “suit” against you for “product withdrawal expenses”.
- f. Improper, inadequate or faulty formula or specifications.
- g. Loss of profit, reputation, customer faith or approval, or any costs incurred to regain market share, approval or any other consequential damages, except as provided by “customer approval advertising costs” coverage.
- h. Redistribution or replacement of the withdrawn products by like products or substitutions.
- i. The withdrawal of similar products or batches that are not defective or are not reasonably suspected to be defective, when a defect in another product or batch has been found.

3. For the purposes of this coverage, **Section III – Limits of Insurance** is replaced by the following:

SECTION III – LIMITS OF INSURANCE

- A. The most we will pay for reimbursement of Limited Product Withdrawal Expenses as the result of a “product withdrawal” is \$10,000 subject to a \$20,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. These amounts are the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) “Product withdrawals” initiated; or
 - (3) Number of “your products” withdrawn.

- B. The annual aggregate limit is the most we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period.

- C. Subject to B. above, and in excess of a \$250 deductible, the “product withdrawal” limit is the most we will pay for “product withdrawal expense” you incur for any one “product withdrawal”.

The Limits of Insurance of Product Withdrawal Expense Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph A. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

4. For the purposes of this Limited Product Withdrawal Expense coverage, the Duties In The Event of Occurrence, Offense, Claim or Suit Condition under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in The Event of a “Defect” Or A “Product Withdrawal”

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your products”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:

- (1) How, when and where the “defect” was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your products”.

- b. If a “product withdrawal” is initiated, you must:

- (1) Immediately record the specifics of the “product withdrawal” and the date it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the “product withdrawal”.

5. The following definitions are added to **Section V – DEFINITIONS**:

- a. “Defect” means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. “Product tampering” is an act of intentional alteration of “your product” which may cause or has caused “bodily injury” or physical injury to tangible property. For purposes of this coverage, tangible property does not include “electronic data”. When “product tampering” is known, suspected or threatened, a “product withdrawal” will not be limited to those batches of “your product” which are known or suspected to have been tampered with.
- c. “Product withdrawal” means the recall or withdrawal of “your products”, or products which contain “your products”, from the market or from use, by any other person or organization, because of a known or suspected “defect” in “your product”, or a known or suspected “product tampering”, which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property. For purposes of this coverage, tangible property does not include “electronic data”.
- d. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or
 - (8) Costs of proper disposal of “your products”, or products that contain “your products”, that cannot be reused, not exceeding your purchase price or your cost to produce the products;but “product withdrawal expenses” does not include costs of the replacement, repair or redesign of “your products”, or the costs of regaining your market share, goodwill, revenue or profit.
- e. “Customer approval advertising costs” are those advertising costs paid for the specific purpose of regaining customer approval or faith in “your product” resulting from a “product withdrawal” to which this coverage applies.
- f. “Electronic data”, solely for the purposes of this Limited Product Withdrawal Expense Coverage, means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. The term computer programs do not apply to your stock of prepackaged software.

B. The following is added to **SECTION I – COVERAGES**:

SECTION I – DELIVERY ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items you hold for sale by you or any of your “employees” or by a concessionaire trading under your name. We will have the right and duty to defend the insured against any “suit” seeking those damages even if the allegations are groundless, false or fraudulent. However, we will have no duty to defend the insured against any “suit” seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any failure to deliver or a misdelivery and settle any claim or “suit” that may result.
- b. This insurance applies only to errors in deliveries that take place or omissions of such deliveries that should have taken place in the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional error or intentional misdelivery or intentional failure to deliver.
- b. “Bodily injury”, “property damage” or “personal and advertising injury”.
- c. Discrimination based on a customer’s race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- d. Fines or penalties imposed on any insured.
- e. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement, whether or not such contract or agreement is an “insured contract”. This exclusion does not apply to liability for damages that the insured would have had in the absence of the contract or agreement.
- f. Non-pecuniary relief including but not limited to injunctive and other equitable relief.

3. Limits of Insurance

For the purposes of this Delivery Errors and Omissions coverage, the following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Delivery Errors and Omissions coverage for the sum of all damages arising out of any one “occurrence” is \$5,000 subject to a \$10,000 annual aggregate limit. Subject to the any one “occurrence” limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Delivery Errors and Omissions coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of “insureds”, acts, errors or omissions resulting in covered damages, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”. For purposes of determining the limits of insurance, any loss based upon a series of related errors, omissions and negligent acts constitutes only one “occurrence” which will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
 - b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
 - c. The Limits of Insurance of Delivery Errors and Omissions coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph a. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
 - d. Our obligation under the Delivery Errors and Omissions coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may pay any part or all of this deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
4. For the purposes of this Delivery Errors and Omissions coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** is replaced by the following:
2. **Duties in The Event of a Delivery Error or Omission**
 - a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the person(s) making claim against you.
 - b. If a claim is made or “suit” is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.

5. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverages A and B** also apply to this Delivery Errors and Omissions Coverage.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7108
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
BUSINESS SERVICES GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

A. DELIVERY ERRORS AND OMISSIONS COVERAGE

The following is added to **SECTION I – COVERAGES:**

SECTION I – DELIVERY ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items you hold for sale by you or any of your “employees” or by a concessionaire trading under your name. We will have the right and duty to defend the insured against any “suit” seeking those damages even if the allegations are groundless, false or fraudulent. However, we will have no duty to defend the insured against any “suit” seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any failure to deliver or a misdelivery and settle any claim or “suit” that may result.
- b. This insurance applies only to errors in deliveries that take place or omissions of such deliveries that should have taken place in the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional error or intentional misdelivery or intentional failure to deliver.
- b. “Bodily injury”, “property damage” or “personal and advertising injury”.
- c. Discrimination based on a customer’s race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- d. Fines or penalties imposed on any insured.
- e. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement, whether or not such contract or agreement is an “insured contract”. This exclusion does not apply to liability for damages that the insured would have had in the absence of the contract or agreement.
- f. Non-pecuniary relief including but not limited to injunctive and other equitable relief.

3. Limits of Insurance

For the purposes of this Delivery Errors and Omissions coverage, the following is added to **SECTION III – LIMITS OF INSURANCE:**

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Delivery Errors and Omissions coverage for the sum of all damages arising out of any one “occurrence” is \$5,000 subject to a \$10,000 annual aggregate limit. Subject to the any one “occurrence” limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Delivery Errors and Omissions coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of “insureds”, acts, errors or omissions resulting in covered damages, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”. For purposes of determining the limits of insurance, any loss based upon a series of related errors, omissions and negligent acts constitutes only one “occurrence” which will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
- b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- c. The Limits of Insurance of Delivery Errors and Omissions coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph a. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

- d. Our obligation under the Delivery Errors and Omissions coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may pay any part or all of this deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- 4. For the purposes of this Delivery Errors and Omissions coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** is replaced by the following:
 - 2. **Duties In The Event of a Delivery Error or Omission**
 - a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the person(s) making claim against you.
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.
 - 5. **Supplementary Payments**
The **Supplementary Payments** provisions applicable to **Coverages A and B** also apply to this Delivery Errors and Omissions Coverage.

B. "YOUR WORK" COVERAGE:

This coverage only provides reimbursement to you for money that you paid to a "client" because of "property damage" to that client's property directly arising from "your work" for that "client". This coverage does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

1. Insuring Agreement

- A. Under **Section I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** we will reimburse you for money that you paid to a "client" because of "property damage" to that "client's" property directly arising from "your work" for that "client". The "property damage" must be to that property or that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.
- B. This insurance applies only if:
 - 1. "Your work" was performed by you or an "employee" and was done with the express knowledge of the insured;
 - 2. "Your work" was performed during the policy period;
 - 3. You reasonably determine that payment in the amount of the "property damage" to the "client" for "your work" is necessary; and
 - 4. You have received a notarized notification of a demand for remuneration from the "client" by mail within ninety days after the work was performed or completed.
- C. We shall have no duty nor obligation to defend the insured or perform acts or services.

2. Exclusions

- A. Solely for purposes of the coverage provided by this endorsement, subparagraph (6) of exclusion **j. Damage to Property, 2. Exclusions** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.
- B. The following exclusions are added to **2. Exclusions** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
This insurance does not apply to "property damage":
 - 1. which is included within the "products-completed operations hazard".
 - 2. to or arising out of "Your work" performed by a subcontractor.
 - 3. excluded under **Coverage A**, except as provided in paragraph **A.** above.

3. For purposes of this coverage, the following is added to SECTION III – LIMITS OF INSURANCE:

- A. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will reimburse you for the sum of all damages covered by this "Your Work" Coverage is \$5,000 in any one "occurrence", subject to a \$10,000 annual aggregate limit starting with the beginning of the policy period shown in the Declarations. Subject to the any one "occurrence" limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all reimbursements under this "Your Work" coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits".

- B. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- C. Our obligation under this "Your Work" coverage to reimburse you applies only to the amount of damages in excess of \$250 for all "property damage" as a result of any one "occurrence", regardless of the number of persons or organization who sustain damages because of that "occurrence". We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- D. The Limits of Insurance of "Your Work" coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph **3.A.** above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

4. Conditions

For the purposes of this "Your Work" coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in the Event of a Claim

- a. You must notify us as soon as possible of the notification from your "client" of a demand for remuneration for "property damage" resulting from "your work". The notice must include:
 - 1. A notarized letter from the "client" of the work deemed necessary to be changed;
 - 2. The names and addresses of the affected "clients";
 - 3. A written description by you of how, when and where the event occurred; and
 - 4. A copy of a cancelled check or money order written to the "client".
- b. At our request, give us complete inventories of the damage and undamaged property, including quantities, costs, values and amount of the loss claimed.
- c. Cooperate with us in the review of the reimbursement.

5. Definitions

Solely for the purposes of the coverage provided by this "Your Work" Coverage, the following is added to **SECTION V – DEFINITIONS:**

"Client" means an individual, company or organization with whom you have a written contract or work order for your services and have billed for your services.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7109
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
CONTRACTORS GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

A. "YOUR WORK" COVERAGE:

This coverage only provides reimbursement to you for money that you paid to a "client" because of "property damage" to that client's property directly arising from "your work" for that "client". This coverage does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

1. Insuring Agreement

A. Under Section I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY we will reimburse you for money that you paid to a "client" because of "property damage" to that "client's" property directly arising from "your work" for that "client". The "property damage" must be to that property or that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

B. This insurance applies only if:

1. "Your work" was performed by you or an "employee" and was done with the express knowledge of the insured;
2. "Your work" was performed during the policy period;
3. You reasonably determine that payment in the amount of the "property damage" to the "client" for "your work" is necessary; and
4. You have received a notarized notification of a demand for remuneration from the "client" by mail within ninety days after the work was performed or completed.

C. We shall have no duty nor obligation to defend the insured or perform acts or services.

2. Exclusions

A. Solely for purposes of the coverage provided by this endorsement, subparagraph (6) of exclusion j. Damage to Property, 2. Exclusions under SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

B. The following exclusions are added to 2. Exclusions under SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This insurance does not apply to "property damage":

1. which is included within the "products-completed operations hazard".
2. to or arising out of "Your work" performed by a subcontractor.
3. excluded under **Coverage A**, except as provided in paragraph **A.** above.

3. For purposes of this coverage, the following is added to SECTION III – LIMITS OF INSURANCE:

A. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will reimburse you for the sum of all damages covered by this "Your Work" Coverage is \$5,000 in any one "occurrence", subject to a \$10,000 annual aggregate limit starting with the beginning of the policy period shown in the Declarations. Subject to the any one "occurrence" limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all reimbursements under this "Your Work" coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits".

B. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

C. Our obligation under this "Your Work" coverage to reimburse you applies only to the amount of damages in excess of \$250 for all "property damage" as a result of any one "occurrence", regardless of the number of persons or organization who sustain damages because of that "occurrence". We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

D. The Limits of Insurance of "Your Work" coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such

period of extension will be equal to the product of the annual aggregate provided in paragraph **3.A.** above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

4. Conditions

For the purposes of this "Your Work" coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in the Event of a Claim

- a. You must notify us as soon as possible of the notification from your "client" of a demand for remuneration for "property damage" resulting from "your work". The notice must include:
 1. A notarized letter from the "client" of the work deemed necessary to be changed;
 2. The names and addresses of the affected "clients";
 3. A written description by you of how, when and where the event occurred; and
 4. A copy of a cancelled check or money order written to the "client".
- b. At our request, give us complete inventories of the damage and undamaged property, including quantities, costs, values and amount of the loss claimed.
- c. Cooperate with us in the review of the reimbursement.

5. Definitions

Solely for the purposes of the coverage provided by this "Your Work" Coverage, the following is added to **SECTION V – DEFINITIONS:**

"Client" means an individual, company or organization with whom you have a written contract or work order for your services and have billed for your services.

B. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS, OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

1. **Section II – Who is an Insured** is amended to include as an additional insured any architect, engineer, or surveyor but only with respect to liability for "bodily injury", "property damage" or "personal or advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your on-going operations performed by you or on your behalf.

Such architect, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy pursuant to a written contract which was entered into prior to the loss.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7110
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MORTICIANS AND FUNERAL DIRECTORS MALPRACTICE LIABILITY ENDORSEMENT

SCHEDULE

Coverage	Limits
Morticians and Funeral Directors Malpractice	\$100,000 occurrence/\$200,000 aggregate

The following is added to **SECTION I – COVERAGES**

MORTICIANS AND FUNERAL DIRECTORS MALPRACTICE LIABILITY COVERAGE

1. Insuring Agreement

We will pay those sums that an insured becomes legally obligated to pay as damages because of an insured's act, error or omission arising out of the rendering of or failure to render professional services in connection with the named insured's business as a mortician or funeral director. But,

- a. The amount we will pay for damages under this Morticians and Funeral Directors Malpractice Liability is limited as described in **Section III – Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- c. This insurance applies to damages arising out of acts, errors or omissions that take place in the "coverage territory" during the policy period.
- d. For the purpose of determining the limits for the insurance provided by this coverage, any act, error or omission together with all related acts, errors or omissions in the furnishing of these services to any one person will be considered one "occurrence" which will be deemed to have arisen when the first negligent act, error, or omission of that series occurred.

2. Exclusions

- a. We do not pay for and this Morticians and Funeral Directors Malpractice Liability coverage does not apply to:
 - 1) Contractual liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - 2) Criminal acts including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - 3) Civil fines and penalties.
 - 4) Non-pecuniary relief including but not limited to injunctive or other equitable relief.
 - 5) Injury or damage which is expected or intended from the standpoint of the insured.
 - 6) Pollution
 - (a) Damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
 - (b) Any loss, cost, or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (ii) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
 - 7) Damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
 - 8) Damages arising out of:
 - (a) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (b) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

- 9) Damages however caused, arising directly or indirectly out of:
- (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (a) "Your product";
- (b) "Your work"; or
- (c) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

11) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All of the other **Coverage A** and **Coverage B** exclusions apply to this coverage except to the extent that any exclusion is modified by this Paragraph **a.** or except as provided by Paragraph **b.** below.

b. Paragraph 2. Exclusions under **Coverage A Bodily Injury and Property Damage Liability** and **Coverage B Personal and Advertising Injury** are amended by the addition of the following:

Except to the extent that coverage is provided by the Morticians and Funeral Directors Malpractice Liability Endorsement, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional services as a mortician or funeral director. However, **Exclusion j.(4) and (6) of Damage to Property** under **Coverage A** and **Exclusion I. Damage to Your Work** under **Coverage A** are amended to the extent that we will pay for "property damage" to:

- 1) dead bodies;
- 2) any casket, urn or other container for a dead body or its cremated remains;
- 3) the personal effects of a deceased person

while in the care, custody or control of the insured, unless such "property damage" is caused by theft or fire;

- 4) that particular part of property that must be restored, repaired or replaced because "your work" was incorrectly performed on it, unless such "property damage" is included in the "products-completed operations hazard"; and
- 5) "your work".

The "property damage" coverage provided by these items **b.1)** through **b.5)** is subject to the Each Occurrence Limit and the General Aggregate Limit shown on the Declarations. The Limits of Insurance provided by paragraph **4.a.** of this endorsement for Morticians and Funeral Directors Malpractice Liability Coverage does not apply to the "property damage" coverage provided by these items **b.1)** through **b.5)**.

3. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverage A** and **B** also apply to this **Morticians and Funeral Directors Malpractice Liability** coverage.

4. Limits of Insurance

For the purposes of this Morticians and Funeral Directors Malpractice Liability coverage, the following is added to **SECTION III – LIMITS OF INSURANCE:**

- a.** Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Morticians and Funeral Directors Malpractice Liability coverage for the sum of all damages arising out of any one "occurrence" is \$100,000 subject to a \$200,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. Subject to the any one "occurrence" limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Morticians and Funeral Directors Malpractice Liability coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of "insureds", acts, errors or omissions resulting in covered damages, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- b.** Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part, in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

- c. The Limits of Insurance of Morticians and Funeral Directors Malpractice Liability coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph **4.a.** above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
 - d. Our obligation under the Morticians and Funeral Directors Malpractice Liability coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may pay any part or all of this deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
5. For the purposes of this Morticians and Funeral Directors Malpractice Liability coverage, paragraph **4. Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7111
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BARBERS AND BEAUTICIANS PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Coverage	Limits
Barbers and Beauticians Professional Liability	\$100,000 occurrence/\$200,000 aggregate

The following is added to **SECTION I – COVERAGES**

BARBERS AND BEAUTICIANS PROFESSIONAL LIABILITY

1. Insuring Agreement

We will pay those sums that an insured becomes legally obligated to pay as damages because of an insured's act, error or omission arising out of the rendering of or failure to render professional services in connection with the named insured's business as a barber shop or beauty salon, including treatment, advice or instruction for the purpose of appearance or skin enhancement or personal grooming or therapy. But,

- a. The amount we will pay for damages under this Barbers and Beauticians Professional Liability coverage is limited as described in **Section III – Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlement. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- c. This insurance applies to damages arising out of acts, errors or omissions that take place in the "coverage territory" during the policy period.
- d. For the purpose of determining the limits for the insurance provided by this coverage, any act, error or omission together with all related acts, errors or omissions in the furnishing of these services to any one person will be considered one "occurrence" which will be deemed to have arisen when the first negligent act, error or omission of that series occurred.

2. Exclusions

- a. We do not pay for and this Barbers and Beauticians Professional Liability coverage does not apply to:
 - 1) Contractual liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - 2) The violation of any statute, or governmental rule or regulation; however, this exclusion does not apply to the failure to perform a predisposition of skin test.
 - 3) Any equipment or process used to tan skin.
 - 4) The removal of hair by electrolysis.
 - 5) Hair implanting or hair transplanting or any attempt at these.
 - 6) The use of any dye or coloring to eyelashes or eyebrows except mascara or eyebrow pencils.
 - 7) Body massage other than facial massage.
 - 8) Body piercing.
 - 9) Tattooing, including but not limited to the insertion of pigment into or under the skin.
 - 10) Face lifting, the removal of warts, moles or growths or any attempt at these.
 - 11) Chiropody or podiatry.
 - 12) Criminal acts including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - 13) Civil fines and penalties.
 - 14) Non-pecuniary relief including but not limited to injunctive or other equitable relief.
 - 15) Injury or damage which is expected or intended from the standpoint of the insured.
 - 16) Pollution
 - (a) Damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

- (b) Any loss, cost, or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (ii) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- 17) Damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- 18) Damages arising out of:
 - (a) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (b) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- 19) Damages however caused, arising directly or indirectly out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 20) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (a) "Your product";
 - (b) "Your work"; or
 - (c) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- 21) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All of the other **Coverage A** and **Coverage B** exclusions apply to this coverage except to the extent that any exclusion is modified by this Paragraph **a.** or except as provided by Paragraph **b.** below.

b. Paragraph 2. Exclusions under Coverage A Bodily Injury and Property Damage Liability and Coverage B Personal and Advertising Injury are amended by the addition of the following:

Except to the extent that coverage is provided by the Barbers and Beauticians Professional Liability Endorsement, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional services as a barber or beautician. However, **Exclusion j.(6)** of **Damage to Property** under **Coverage A** and **Exclusion I. Damage to Your Work** under **Coverage A** are amended to the extent that we will pay for "property damage" to:

- 1) that particular part of property that must be restored, repaired or replaced because "your work" was incorrectly performed on it, unless such "property damage" is included in the "products-completed operations hazard"; and
- 2) "your work".

The "property damage" coverage provided by these items **b.1)** and **b.2)** is subject to the Each Occurrence Limit and the General Aggregate Limit shown on the Declarations. The Limits of Insurance provided by paragraph **5.a.** of this endorsement for Barbers and Beauticians Professional Liability coverage does not apply to the "property damage" coverage provided by these items **b.1)** and **b.2).**

3. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverage A** and **B** also apply to this **Barbers and Beauticians Professional Liability** coverage.

4. Who Is An Insured

Solely for the purposes of this Barbers and Beauticians Professional Liability coverage, Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED** is replaced by the following:

- 2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

- 1) Damages:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph 1)(a) above;
 - (c) For which there is any obligation to share damages with or replay someone else who must pay damages because of the injury described in Paragraph 1)(a) or 1)(b);
- 2) Damage arising out of his or her providing or failing to provide professional services. However, if you have “employees” who are barbers or beauticians they are insureds with respect to their providing or failing to provide professional services in connection with your business.
- 3) “Property damage” to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

5. Limits of Insurance

For the purposes of this Barbers and Beauticians Professional Liability coverage, the following is added to **SECTION III – LIMITS OF INSURANCE:**

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Barbers and Beauticians Professional Liability coverage for the sum of all damages arising out of any one “occurrence” is \$100,000 subject to a \$200,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. Subject to the any one “occurrence” limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Barbers and Beauticians Professional Liability coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of “insureds”, acts, errors or omissions resulting in covered damages, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”.
- b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part, in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- c. The Limits of Insurance of Barbers and Beauticians Professional Liability coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph 5.a. above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
- d. Our obligation under the Barbers and Beauticians Professional Liability coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may pay any part or all of this deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. For the purposes of this endorsement, paragraph 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7112
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED PHARMACISTS LIABILITY COVERAGE

SCHEDULE

Coverage	Limits
Limited Pharmacists Liability coverage	\$100,000 occurrence/\$200,000 aggregate

The following is added to **SECTION I – COVERAGES**

LIMITED PHARMACISTS LIABILITY COVERAGE

1. Insuring Agreement

We will pay those sums that an insured becomes legally obligated to pay as damages because of an insured's act, error or omission arising out of the rendering of or failure to render professional services in connection with the named insured's practice of pharmacy, but only in the operations of a retail pharmacist or pharmacy, including administering or prescribing any drug, consulting, diagnostic, referral or similar service. But,

- a. The amount we will pay for damages under this Limited Pharmacists Liability coverage is limited as described in **Section III – Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- c. This insurance applies to damages arising out of acts, errors or omissions that take place in the "coverage territory" during the policy period.
- d. For the purpose of determining the limits for the insurance provided by this coverage, any act, error or omission together with all related acts, errors or omissions in the furnishing of these services to any one person will be considered one "occurrence" which will be deemed to have arisen when the first negligent act, error, or omission of that series occurred.

2. Exclusions

- a. We do not pay for and this Limited Pharmacists Liability coverage does not apply to:
 - 1) Damages caused by the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of any insured.
 - 2) Contractual liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - 3) Criminal acts including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - 4) Civil fines and penalties.
 - 5) Non-pecuniary relief including but not limited to injunctive or other equitable relief.
 - 6) Injury or damage which is expected or intended from the standpoint of the insured.
 - 7) Pollution
 - (a) Damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
 - (b) Any loss, cost, or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (ii) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
 - 8) Damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

- 9) Damages arising out of:
 - (a) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (b) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- 10) Damages however caused, arising directly or indirectly out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 11) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (a) "Your product";
 - (b) "Your work"; or
 - (c) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

- 12) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All of the other **Coverage A** and **Coverage B** exclusions apply to this coverage except to the extent that any exclusion is modified by this Paragraph **a.** or except as provided by Paragraph **b.** below.

- b. Paragraph **2. Exclusions** under **Coverage A Bodily Injury and Property Damage Liability** and **Coverage B Personal and Advertising Injury** are amended by the addition of the following:

Except to the extent that coverage is provided by the Limited Pharmacists Liability Endorsement, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional services as a pharmacist or pharmacy. However, **Exclusion j.(6)** of **Damage to Property** under **Coverage A** and **Exclusion I. Damage to Your Work** under **Coverage A** are amended to the extent that we will pay for "property damage" to:

- 1) that particular part of property that must be restored, repaired or replaced because "your work" was incorrectly performed on it, unless such "property damage" is included in the "products-completed operations hazard"; and
- 2) "your work".

The "property damage" coverage provided by these items **b.1)** and **b.2)** is subject to the Each Occurrence Limit and the General Aggregate Limit shown on the Declarations. The Limits of Insurance provided by paragraph **5.a.** of this endorsement for Limited Pharmacists Liability coverage does not apply to the "property damage" coverage provided by these items **b.1)** and **b.2).**

3. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverage A** and **B** also apply to this **Limited Pharmacists Liability** coverage.

4. Who Is An Insured

Solely for the purposes of this Limited Pharmacists Liability coverage, Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED** is replaced by the following:

2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - 1) Damages:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **1)(a)** above;
 - (c) For which there is any obligation to share damages with or replay someone else who must pay damages because of the injury described in Paragraph **1)(a)** or **1)(b)**;

- 2) Damages arising out of his or her providing or failing to provide professional services. However, if you have "employees" who are pharmacists they are insureds with respect to their providing or failing to provide professional services in connection with your business.
- 3) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

5. Limits of Insurance

For the purposes of this Limited Pharmacists Liability coverage, the following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Limited Pharmacists Liability coverage for the sum of all damages arising out of any one "occurrence" is \$100,000 subject to a \$200,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. Subject to the any one "occurrence" limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Limited Pharmacists Liability coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of "insureds", acts, errors or omissions resulting in covered damages, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
 - b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part, in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
 - c. The Limits of Insurance of Limited Pharmacists Liability coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph **5.a.** above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
 - d. Our obligation under the Limited Pharmacists Liability coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may pay any part or all of this deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
6. For the purposes of this Limited Pharmacists Liability coverage, paragraph **4. Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7113
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OPTICAL AND HEARING AID ESTABLISHMENTS
PROFESSIONAL LIABILITY**

SCHEDULE

Coverage	Limits
Optical and Hearing Aid Establishments Professional	\$100,000 occurrence/\$200,000 aggregate

The following is added to **SECTION I – COVERAGES:**

OPTICAL AND HEARING AID ESTABLISHMENTS PROFESSIONAL LIABILITY

1. Insuring Agreement

We will pay those sums that an insured becomes legally obligated to pay as damages because of an insured's act, error or omission arising out of the rendering of or failure to render professional services in connection with the named insured's optical or hearing aid services, including the preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices. But,

- a. The amount we will pay for damages under this Optical and Hearing Aid Establishments Professional Liability coverage is limited as described in **Section III – Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- c. This insurance applies to damages arising out of acts, errors or omissions that take place in the "coverage territory" during the policy period.
- d. For the purpose of determining the limits for the insurance provided by this coverage, any act, error or omission together with all related acts, errors or omissions in the furnishing of these services to any one person will be considered one "occurrence" which will be deemed to have arisen when the first negligent act, error, or omission of that series occurred.

2. Exclusions

- a. We do not pay for and this Optical and Hearing Aid Establishments Professional Liability coverage does not apply to:
 - 1) Contractual liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - 2) Criminal acts including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - 3) Civil fines and penalties.
 - 4) Non-pecuniary relief including but not limited to injunctive or other equitable relief.
 - 5) Injury or damage which is expected or intended from the standpoint of the insured.
 - 6) Pollution
 - (a) Damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
 - (b) Any loss, cost, or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (ii) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
 - 7) Damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

- 8) Damages arising out of:
 - (a) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (b) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- 9) Damages however caused, arising directly or indirectly out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (a) "Your product";
 - (b) "Your work"; or
 - (c) "Impaired property";
 if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- 11) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All of the other **Coverage A** and **Coverage B** exclusions apply to this coverage except to the extent that any exclusion is modified by this Paragraph **a.** or except as provided by Paragraph **b.** below.

b. Paragraph 2. Exclusions under Coverage A Bodily Injury and Property Damage Liability and Coverage B Personal and Advertising Injury are amended by the addition of the following:

Except to the extent that coverage is provided by the Optical and Hearing Aid Establishments Professional Liability Endorsement, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional services as an optical or hearing aid services provider. However, **Exclusion j.(6) of Damage to Property under Coverage A and Exclusion I. Damage to Your Work under Coverage A** are amended to the extent that we will pay for "property damage" to:

- 1) that particular part of property that must be restored, repaired or replaced because "your work" was incorrectly performed on it, unless such "property damage" is included in the "products-completed operations hazard"; and
- 2) "your work".

The "property damage" coverage provided by these items **b.1)** and **b.2)** is subject to the Each Occurrence Limit and the General Aggregate Limit shown on the Declarations. The Limits of Insurance provided by paragraph **5.a.** of this endorsement for Optical and Hearing Aid Establishments Professional Liability coverage does not apply to the "property damage" coverage provided by these items **b.1)** and **b.2).**

3. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverage A** and **B** also apply to this **Optical and Hearing Aid Establishments Professional Liability** coverage.

4. Who Is An Insured

Solely for the purposes of this Optical and Hearing Aid Establishments Professional Liability coverage, Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED** is replaced by the following:

- 2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - 1) Damages:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **1)(a)** above;
 - (c) For which there is any obligation to share damages with or replay someone else who must pay damages because of the injury described in Paragraph **1)(a)** or **1)(b)**;

- 2) Damages arising out of his or her providing or failing to provide professional services. However, if you have "employees" who are opticians or hearing aid professionals, they are insureds with respect to their providing or failing to provide professional services in connection with your practice.
- 3) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

5. Limits of Insurance

For the purposes of this Optical and Hearing Aid Establishments Professional Liability coverage, the following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Optical and Hearing Aid Establishments Professional Liability coverage for the sum of all damages arising out of any one "occurrence" is \$100,000 subject to a \$200,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. Subject to the any one "occurrence" limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Optical and Hearing Aid Establishments Professional Liability coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of "insureds", acts, errors or omissions resulting in covered damages, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
 - b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part, in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
 - c. The Limits of Insurance of Optical and Hearing Aid Establishments Professional Liability coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph 5.a. above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
 - d. Our obligation under the Optical and Hearing Aid Establishments Professional Liability coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may pay any part or all of this deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
6. For the purposes of this Optical and Hearing Aid Establishments Professional Liability coverage, paragraph 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7114
(Ed. 12-07)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VETERINARIANS PROFESSIONAL LIABILITY

SCHEDULE

Coverage	Limits
Veterinarians Professional Liability coverage	\$100,000 occurrence/\$200,000 aggregate

The following is added to **Section I – COVERAGES**

VETERINARIANS PROFESSIONAL LIABILITY

1. Insuring Agreement

We will pay those sums that an insured becomes legally obligated to pay as damages because of an insured's act, error or omission arising out of the rendering of or failure to render professional services in connection with the named insured's practice as a veterinarian, including serving as a member of a formal accreditation, standards review or equivalent professional board or committee. But,

- a. The amount we will pay for damages under this Veterinarians Professional Liability coverage is limited as described in **Section III – Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- c. This insurance applies to damages arising out of acts, errors or omissions that take place in the "coverage territory" during the policy period.
- d. For the purpose of determining the limits for the insurance provided by this coverage, any act, error or omission together with all related acts, errors or omissions in the furnishing of these services to any one person will be considered one "occurrence" which will be deemed to have arisen when the first negligent act, error, or omission of that series occurred.

2. Exclusions

- a. We do not pay for and this Veterinarians Professional Liability coverage does not apply to:
 - 1) Contractual liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - 2) Criminal acts including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - 3) Liability resulting from the theft of any animal.
 - 4) "Damages" due to fire, however caused.
 - 5) Civil fines and penalties.
 - 6) Non-pecuniary relief including but not limited to injunctive or other equitable relief.
 - 7) Injury or damage which is expected or intended from the standpoint of the insured.
 - 8) Pollution
 - (a) Damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
 - (b) Any loss, cost, or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (ii) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
 - 9) Damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

10) Damages arising out of:

- (a) The transportation of “mobile equipment” by an “auto” owned or operated by or rented or loaned to any insured; or
- (b) The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

11) Damages however caused, arising directly or indirectly out of:

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

12) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (a) “Your product”;
- (b) “Your work”; or
- (c) “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All of the other **Coverage A** and **Coverage B** exclusions apply to this coverage except to the extent that any exclusion is modified by this Paragraph **a.** or except as provided by Paragraph **b.** below.

b. Paragraph **2. Exclusions** under **Coverage A Bodily Injury and Property Damage Liability** and **Coverage B Personal and Advertising Injury** are amended by the addition of the following:

Except to the extent that coverage is provided by the Veterinarians Professional Liability Endorsement, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render professional services as a veterinarian. However, **Exclusions j.(4) and (6) of Damage to Property** under **Coverage A** and **Exclusion I. Damage to Your Work** under **Coverage A** are amended to the extent that we will pay for “property damage” to:

- 1) personal property in your care, custody and control;
- 2) that particular part of property that must be restored, repaired or replaced because “your work” was incorrectly performed on it, unless such “property damage” is included in the “products-completed operations hazard; and
- 3) “your work” with respect to animals treated in connection with the named insured’s practice as a veterinarian.

The “property damage” coverage provided by these items **b.1)** through **b.3)** is subject to the Each Occurrence Limit and the General Aggregate Limit shown on the Declarations. The Limits of Insurance provided by paragraph **5.a.** of this endorsement for Veterinarians Professional Liability coverage does not apply to the “property damage” coverage provided by these items **b.1)** through **b.3).**

3. Supplementary Payments

a. The **Supplementary Payments** provisions applicable to **Coverage A** and **B** also apply to this Veterinarians Professional Liability coverage.

b. The following Additional Coverage is added:

We will pay the expenses incurred by you if you are required to appear before any state veterinary review board or board of medical examiners. Expenses we will pay include attorney’s fees and other reasonable costs for court reports and expert witnesses. We will not pay any fines, penalties or compensation you may be required to pay as a result of any disciplinary action against you. We will not pay your loss of wages or other business interruption expenses associated with your case or appearance. The most we will pay under this additional coverage is \$10,000 in any one policy period.

4. Who Is An Insured

Solely for the purposes of this Veterinarians Professional Liability coverage, Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED** is replaced by the following:

2. Each of the following is also an insured:

- a.** Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” is an insured for:

- 1) Damages:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph 1)(a) above;
 - (c) For which there is any obligation to share damages with or replay someone else who must pay damages because of the injury described in Paragraph 1)(a) or 1)(b);
- 2) Damages arising out of his or her providing or failing to provide professional veterinary services. However, if you have “employees” who are veterinarians, they are insureds with respect to their providing or failing to provide professional veterinary services in connection with your practice.
- 3) “Property damage” to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your “employees”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

5. Limits of Insurance

For the purposes of this Veterinarians Professional Liability coverage, the following is added to **SECTION III – LIMITS OF INSURANCE:**

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Veterinarians Professional Liability coverage for the sum of all damages arising out of any one “occurrence” is \$100,000 subject to a \$200,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. Subject to the any one “occurrence” limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Veterinarians Professional Liability coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of “insureds”, acts, errors or omissions resulting in covered damages, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”.
- b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- c. The Limits of Insurance of Veterinarians Professional Liability coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph 5.a. above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
- d. Our obligation under the Veterinarians Professional Liability coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may pay any part or all of this deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. For the purposes of this Veterinarians Professional Liability coverage, paragraph 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7115
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTERS ERRORS AND OMISSIONS LIABILITY

SCHEDULE

Coverage	Limits
Printers Errors and Omissions Liability coverage	\$100,000 Each Loss/\$200,000 aggregate

The following is added to **SECTION I – Coverages**:

PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any claim made against an insured which is based upon any error, omission, or negligent act committed by an insured during the policy period and within the “coverage territory” in the course of providing “printing services”.
- b. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any claim and settle any claim or “suit” that may result. But:
 - (1) The amount we will pay for “damages” is limited as described in **Section III – Limits of Insurance**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in payment of judgments or settlement.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. Solely for purposes of the coverage provided by this endorsement, the following exclusions are added to Section I:

This insurance does not apply to any claim:

- a. Resulting or arising out of any dishonest, fraudulent, criminal or malicious act or intentional error or omission by an insured, or any person for whom the insured is legally responsible, acting alone or in collusion with others.
- b. Resulting or arising out of any negligent act, error or omission that occurred prior to the later of the beginning of the policy period or the issuance of this endorsement.
- c. Based upon liability of others assumed by any insured under any contract or agreement except for any liability that the insured would have had in the absence of such contract or agreement.
- d. Resulting or arising out of any infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
- e. For reimbursement of costs of shipping, reprinting or printing materials caused by a physical defect or error in printing or in the cost of additional services performed or materials used to correct deficiencies or errors in the original “printing services” performed for others.
- f. Resulting or arising out of insolvency or bankruptcy of the insured.
- g. Resulting or arising out of any “publishing function” of the insured.
- h. Resulting or arising out of any cost guarantees.
- i. Resulting or arising out of estimates of probable costs or cost estimates being exceeded.
- j. Resulting or arising out of any default by or on behalf of the insured with respect to the performance of any contract or agreement. However, this does not apply if such default is the result of errors, omissions, or negligent acts committed in the course of providing “printing services”.
- k. Seeking non-pecuniary relief including but not limited to injunctive or other equitable relief.
- l. Resulting or arising out of “bodily injury”, “property damage” or “personal and advertising injury”.
- m. For civil penalties, fines or assessments, punitive damages, multiplied damages, or exemplary damages.
- n. Resulting or arising out of an insured’s willful violation of any federal, state, or local statute, regulation, rule, ordinance or code.
- o. Resulting or arising out of the printing of entry forms, tickets, or similar items for lotteries or other games of chance.

3. Solely for the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – **Coverages A and B** are replaced by Supplementary Payments – **Coverages A, B and Printers Errors and Omissions Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

4. For the purposes of the coverage provided by this endorsement, the following is added to **Section III – Limits of Insurance**:

SECTION III – LIMITS OF INSURANCE

- A. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay for Printers Error and Omission coverage for the sum of all damages is \$100,000 Each Loss subject to a \$200,000 aggregate in any annual period, unless higher limits are otherwise shown in the schedule, starting with the beginning of the policy period shown in the Declarations. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or “suits” brought;
 - c. Persons or organizations making claims or bringing “suits”; or
 - d. Errors, omissions, or negligent acts.
- B. The \$200,000 aggregate limit is the most we will pay for all “damages” because of errors, omissions, or negligent acts committed by an insured during the policy period in the course of providing or arising out of “printing services”.
- C. Subject to the \$200,000 aggregate limit, the Each Loss limit is the most we will pay for all “damages” sustained because of any one error, omission, or negligent act.
- D. For the purpose of determining the limits for the insurance and applicable deductible provided by this endorsement, any error, omission, or negligent act together with all related errors, omissions or negligent acts in the providing of “printing services” will be considered one error, omission, or negligent act. Any loss based upon a series of related errors, omissions and negligent acts by an insured in the course of providing or arising out of “printing services” will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
- E. Deductible
- (1) Our obligation to pay damages on behalf of the insured applies only to the amount of “damages” in excess of \$500. as applicable to Each Loss. The limits of insurance shall not be reduced by the amount of this deductible.
 - (2) The deductible amount applies to all “damages” sustained by any one error, omission, or negligent act.
 - (3) The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any “suits” seeking those damages; and
 - (b) Your duties, and the duties of any other involved insured, in the event of any error, omission or negligent actapply irrespective of the application of the deductible amount.
 - (4) We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
 - (5) The Limits of Insurance of Printers Errors and Omissions Liability coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph 4.A. above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

5. Solely for the purposes of the coverage provided by this endorsement, **Section IV – Commercial General Liability CONDITIONS** is amended by the following:

SECTION IV – CONDITIONS

The following Conditions are amended:

2. Duties in The Event of Occurrence, Offense, Claim, Suit or Loss
- a. You must see to it that we are notified as soon as practicable of an “occurrence”, or loss which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence”, or loss took place;
 - (2) The names and addresses of any persons seeking “damages” and witnesses; and
 - (3) The nature and location of any “damage” arising out of the “occurrence”, or loss.
 - b. If a claim is made or “suit” is brought against any insured; you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “damages” to which this insurance may also apply.

d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance for all insurers.

6. Solely for the purposes of the coverage provided by this endorsement, **Section V – DEFINITIONS** is amended by the following:

SECTION V - DEFINITIONS

The following definitions are added:

“Printing Services” include but are not limited to activities involved in “your work” to produce or reproduce a product in printed form. It includes activities and mechanical processes commonly employed by the printing industry but does not include any “publishing function”.

“Damages” means compensable economic injury. “Damages” does not include civil penalties, fines or assessments, punitive damages, multiplied damages or exemplary damages, or damages arising out of “bodily injury”, “property damage” or “personal and advertising injury”. “Damages” also does not include the cost and expense of complying with any injunctive, non-pecuniary or other form of equitable relief.

“Publishing function” means the creation of text and content of materials printed.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7116
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SNOW AND ICE REMOVAL

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your snow and ice removal activities which are performed for others.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7117
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

SCHEDULE

Coverage	Limits of Insurance
A.1. Hired Auto Liability	\$
A.2. Non-Owned Auto Liability	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Insuring Agreement

1. Hired Auto Liability

The insurance provided under **Section I - Coverages, Coverage A Bodily Injury And Property Damage Liability** also applies to sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under **Section I - Coverages, Coverage A Bodily Injury And Property Damage Liability** also applies to sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. EXCLUSIONS

For insurance provided by this endorsement only, with the exception of Exclusions **a., b., c., d., f., and i.** and any other exclusions added by endorsement to your policy which are applicable to **Coverage A. Bodily Injury And Property Damage Liability**, the exclusions under paragraph **2. Exclusions of Coverage A. Bodily Injury and Property Damage Liability** are deleted and replaced by the following:

This insurance does not apply to:

1. "Bodily injury" to:

(a) An "employee" of the insured arising out of and in the course of:

- (1)** Employment by the insured; or
- (2)** Performing duties related to the conduct of the insured's business; or

(b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(a)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (3)** Liability assumed by the insured under an "insured contract"; or
- (4)** "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

2. "Property damage" to:

- (a)** Property owned or being transported by, or rented or loaned to the insured; or
- (b)** Property in the care, custody or control of the insured.

3. "Bodily injury" and "property damage" arising out of "hired autos" or "non-owned autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while such "hired auto" or "non-owned auto" is being prepared for such a contest or activity.

4. Exclusion **g. Aircraft, Auto Or Watercraft** is amended by the addition of the following:

This exclusion does not apply to:

- (6)** "Bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" or the use of any "non-owned auto" but only to the extent that coverage is provided under **A. Insuring Agreement** above.

C. WHO IS AN INSURED

For purposes of the Hired Auto and Non Hired Auto Liability coverage provided by this endorsement, **Section II – Who Is An Insured** is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. For a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yoursbut only while such "non-owned auto" is being used in your business; and
 - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a., b. or c.** above.
2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
 - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. Limits of Insurance

For purposes of this Hired Auto and Non-Owned Auto Liability coverage, **Section III Limits of Insurance** is amended as follows:

1. Subject to the Each Occurrence Limit shown on the Declarations page, The Hired Auto Liability Limit of Insurance shown in the Schedule of this endorsement, is the most we will pay for the sum of all damages under **Coverage A.1. Hired Auto Liability** because of all "bodily injury" and "property damage" arising out of any one "occurrence". A limit must be shown in the A.1. Hired Auto Liability Schedule for coverage to apply.
2. Subject to the Each Occurrence Limit shown on the Declarations page, The Non-Owned Auto Liability Limit of Insurance shown in the Schedule of this endorsement, is the most we will pay for the sum of all damages under **Coverage A.2. Non-Owned Auto Liability** because of all "bodily injury" and "property damage" arising out of any one "occurrence". A limit must be shown in the A.2. Non-Owned Auto Liability Schedule for coverage to apply.
3. Any and all amounts we pay because of "bodily injury" or "property damage" under the Hired Auto Liability coverage and the Non-Owned Auto Liability coverage provided by this endorsement will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Part, in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

E. Definitions

When used in this endorsement:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – AUTO SERVICES

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY CONDITIONS
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

COVERED PROPERTY EXPANSION

- A.** The following amend **1. Covered Property** under **A. Coverage** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:
1. The following Covered Property is added to **a. Building**:
Above and below ground:
 - (a) Gasoline, diesel, kerosene or propane fuel storage tanks including their piping and connections pertaining thereto; and
 - (b) Gasoline, diesel, kerosene or propane fuel pumps and their electrical equipment.
 2. The following Covered Property is added to **b. Business Personal Property**:
Gasoline, diesel or kerosene or propane fuel located in above or below ground storage tanks and fuel pumps.
- B.** With respect to the Covered Property added by this endorsement in **A.** above, Paragraph **A.2.m.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply.

INFLATION GUARD

Paragraph **2. Inflation Guard**, under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, shall apply to each Building Limit of Insurance shown in the Declarations at an annual increase of 5 percent, unless a higher percent for **Inflation Guard** is shown in the Supplemental Schedule.

The following are added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

"CUSTOMERS' AUTOS" AND OTHER CUSTOMERS' PROPERTY

- a. We will pay for "loss" to "customers' autos", "customers' auto" equipment, or other property of customers left in your care while you are attending, servicing, repairing, operating or storing the "customers' autos" at or temporarily away from a premises shown in the Declarations. Such "loss" must be caused by or result from a "Covered Cause Of Loss" as defined within this Coverage Extension and the loss or damage must occur during the policy period. Our payment for "loss" will only be for the account of the owner of the "customer's auto" or other property.
- b. We will also pay for "loss" of or to a "customer's auto" while in your care, custody or control, if the "loss" is sustained when by trick, scheme, or false pretense, a person causes you to surrender, deliver or voluntarily part with the "customer's auto".
- c. Regardless of the number of "customer's autos", insureds, claims made or suits brought, the most we will pay for all "loss" in any one event is **\$25,000** at each described premises, unless a higher Limit of Insurance for "**Customers' Autos**" And Other Customers' Property is shown in the Supplemental Schedule.
The Limit of Insurance applicable to this Coverage Extension is an additional limit.
- d. With respect to the insurance provided by this Coverage Extension:
 - (1) Paragraph **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS** does not apply. The insurance provided by this Coverage Extension is primary insurance.
 - (2) The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:
 - (a) To the extent that coverage is provided under this Coverage Extension, Paragraph **2.p. Property Not Covered** under **A. Coverage** does not apply.
 - (b) Under **D. Deductible**, unless higher Deductibles for "**Customers' Autos**" And Other Customers' Property are shown in the Supplemental Schedule,

- (i) The most that will be deducted for loss or damage to "customers' autos" and to other property of customers within such "customers' autos" is:
 - 1) **\$250** for each "customers' auto" (including other customers' property within each "customers' auto") for "loss" from any cause other than "collision", subject to a maximum deductible of **\$500** for all "loss" in any one event; and
 - 2) **\$500** for each "customers' auto" (including other customers' property within each "customers' auto") for "loss" caused by "collision".
- (ii) The most that will be deducted for loss or damage to other property of customers when there is no loss or damage to "customers' autos" is:
 - 1) **\$250** for other customers' property within each "customers' auto" for "loss" from any cause other than "collision", subject to a maximum deductible of **\$500** for all "loss" in any one event; and
 - 2) **\$500** for other customers' property within each "customers' auto" for "loss" caused by "collision".
- (c) Paragraph 1. **Coinsurance** under **F. Additional Conditions** does not apply.
- (3) The exclusions of the **CAUSES OF LOSS – SPECIAL FORM** do not apply, except the following:
 - (a) **B.1.b.** Earth Movement;
 - (b) **B.1.c.** Governmental Action;
 - (c) **B.1.d.** Nuclear Hazard;
 - (d) **B.1.f.** War And Military Action
 - (e) **B.1.g.** Water;
 - (f) **B.1.h.** "Fungus", Wet Rot, Dry Rot And Bacteria or any amendment to this exclusion by endorsement.
- e. We will not pay for "loss" to any of the following:
 - (1) Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
 - (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - (3) Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
 - (4) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.
 - (5) Money and securities.
- f. The insurance provided by this Coverage Extension, does not apply to any of the following:
 - (1) Any "loss" or damage payable under any other provision of this policy.
 - (2) Liability resulting from any contract or agreement by which the insured accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the insured would have in the absence of the contract or agreement.
 - (3) "Loss" due to theft or conversion caused in any way by you, your partners, executive officers, "employees" or shareholders.
 - (4) "Loss", cost or expense for replacement of or for damage to defective parts or materials used in "work you performed" on "customers' autos". However, we will pay for other "property damage" to "customer's autos" or "customers' auto" equipment arising out of defective parts or materials used in "work you performed" on "customers' autos".
 - (5) Defective "work you performed". However, we will pay for other "property damage" to "customers' autos" or "customers' auto" equipment arising out of defective work you or your employees perform on "customers' autos".
 - (6) Loss or damage that is expected or intended from the standpoint of the insured.
- g. As used in this Coverage Extension only:
 - (1) "Customers' Auto(s)" means a land motor vehicle, trailer or semi-trailer which is owned by others, but in your care, custody and control for service, repair, storage or safekeeping. Customers include your "employees" and members of their households who pay for services performed. "Customers' autos" includes permanently installed equipment except as excluded under Paragraph e. of this Coverage Extension.
 - (2) "Covered Cause of Loss" means any "loss" not specifically excluded or limited by any provision within this Coverage Extension.
 - (3) "Collision" means direct physical "loss" or damage to a "customer's auto" caused by:
 - (a) The "customer's auto's" physical impact with another vehicle or object; or
 - (b) The "customer's auto's" overturn.
 - (4) "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - (5) "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - (6) "Loss" means direct and accidental physical loss or damage. "Loss" includes any resulting loss of use.
 - (7) "Property damage" means "loss" to, or loss of use of, tangible property.

- (8) "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.
- (9) "Work you performed" includes:
 - (a) Work that someone performed on your behalf; and
 - (b) The providing of or failure to provide warnings or instructions.

LEASE/LOAN GAP COVERAGE – OWNED OR LEASED "COVERED AUTOS"

- a. In the event of a total "loss" to a "covered auto", we will pay any unpaid amount due on the lease or loan written financing agreement for the "covered auto" you own or lease, less:
 - (1) The amount paid under the Physical Damage Coverage Section of any Commercial Auto policy that provides physical damage coverage for the damaged "covered auto"; and
 - (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- b. Regardless of the number of "covered autos" involved in the "loss", the most we will pay under this Coverage Extension for all unpaid amounts due on all lease or loan financing agreements for "covered auto(s)" you own or lease is **\$50,000** in any one policy period.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.

- c. For the purposes of the coverage provided under this Coverage Extension only:
 - (1) "Covered auto" means:
 - (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged;

that is owned or leased by you and has been purchased or leased under a written financing agreement for which Physical Damage Coverage is provided by us, or another acceptable insurance company, under a Commercial Automobile insurance policy. "Covered auto" does not include "mobile equipment".
 - (2) "Loss" means direct and accidental physical loss or damage. "Loss" does not include any resulting loss of use.
 - (3) "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b) Vehicles maintained for use solely on or next to premises you own or rent;
 - (c) Vehicles that travel on crawler treads;
 - (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - (e) Vehicles not described in (a), (b), (c), or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
 - (f) Vehicles not described in (a), (b), (c), or (d) above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (i) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Mobile equipment" does not include any land motor vehicles, trailers, or semi-trailers designed for travel on public roads; or any other land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

VEHICLE DAMAGE TO "LEASED PROPERTY"

- a. We will pay for direct physical loss of or damage to "leased property", caused by or resulting from actual physical contact of a licensed motor vehicle. Loss or damage must occur during the policy period and while the lease is in effect. Our payment for loss or damage will only be for the account of the owner of the "leased property".
- b. The most we will pay for loss or damage in any one occurrence under this Coverage Extension is **\$10,000** at each described premises. The most we will pay for the sum of all loss or damage during any one policy period under this Coverage Extension is **\$25,000** at each described premises.
The Limits of Insurance applicable to this Coverage Extension are additional limits.
- c. With respect to the insurance provided by this Coverage Extension:
 - (1) Paragraph **1. Coinsurance** under **F. Additional Conditions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply.
 - (2) The following is added to **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM**:
We will not pay for loss or damage:
 - (a) Which takes place after the termination of the lease applicable to the "leased property".
 - (b) Resulting from the sole negligence of the lessor of the "leased property".
 - (3) "Leased property" means buildings, building machinery and equipment, fixtures, pumps and tanks and outdoor equipment all pertaining to the maintenance, service or occupancy of the premises, described in the declarations, and leased to the named insured. "Leased property" does not mean building plate glass.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – CONTRACTORS

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY CONDITIONS
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

The following are added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

INSTALLATION MATERIALS AND SUPPLIES

- a. You may extend the insurance that applies to Your Business Personal Property to apply to loss of or damage to the following property:
 - (1) Materials, supplies, equipment, machinery, and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and
 - (2) Temporary structures built or assembled by you on site, including cribbing, scaffolding and construction forms.

This property is covered while:

- (a) At any job site you do not own, lease or operate;
 - (b) Awaiting and during installation, or awaiting acceptance by the purchaser;
 - (c) In transit; or
 - (d) At a "temporary storage location".
- b. The most we will pay for loss of or damage to property covered under this Coverage Extension is **\$25,000** in any one occurrence, unless a higher Limit of Insurance for **Installation Materials and Supplies** is shown in the Supplemental Schedule.
The Limit of Insurance applicable to this Coverage Extension is an additional limit.
 - c. Coverage provided under this Coverage Extension will end when one of the following first occurs:
 - (1) This policy expires or is cancelled;
 - (2) The property covered under this Coverage Extension is accepted by the purchaser;
 - (3) Your interest in the property covered under this Coverage Extension ceases;
 - (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it; or
 - (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.
 - d. With respect to the insurance provided by this Coverage Extension:
 - (1) Paragraph **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS** does not apply to other insurance in the Property Coverage Part of this policy. If there is other insurance under the Property Coverage Part of this policy covering the same loss or damage, the insurance provided by this Coverage Extension is primary insurance.
 - (2) The following provisions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are amended:
 - (a) The following are added to Paragraph **2. Property Not Covered** under **A. Coverage**:
 - (i) An existing building or structure to which an addition, alteration, improvement or repair is being made;
 - (ii) Property stored at a permanent warehouse or storage yard that you own;
 - (iii) Plans, blueprints, designs or specifications;
 - (iv) Machinery, tools, equipment, supplies or similar property that do not become a permanent part of the project. This includes contractors' equipment and other tools belonging to a contractor or subcontractor.
 - (b) Paragraph **1. Coinsurance** under **F. Additional Conditions** does not apply.

(3) The following provisions of the **CAUSES OF LOSS – SPECIAL FORM** are amended:

(a) The following is added to **B. Exclusions**:

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

- (i) The cost to make good or replace faulty or defective materials or workmanship;
- (ii) Testing; however, if testing results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion;
- (iii) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification;
- (iv) The weight of a load when it exceeds the designed capacity of any property covered under this Extension to lift, move or support the load from any position; or
- (v) Inadequate packing or improper preparation for shipment.

(b) Paragraph 2.c. under **C. Limitations** does not apply.

TOOLS, MACHINERY AND EQUIPMENT

a. You may extend the insurance that applies to Business Personal Property to apply to miscellaneous tools and equipment that you own, or that you do not own but that are in your care, custody or control, including their:

- (1) Accessories, whether or not attached; and
- (2) Spare parts, that are specifically designed and intended for use in the maintenance and operation of property covered under this Coverage Extension.

b. The most we will pay under this Coverage Extension for direct physical loss to Covered Property on or away from the premises described in the Declarations, caused by or resulting from any Covered Cause of Loss, will be determined as follows:

(1) For items specifically described in the Supplemental Schedule, the most we will pay for loss of or damage to those items in any one occurrence is the Individual Limit of Insurance for each item stated in the Supplemental Schedule under **Tools, Machinery and Equipment**.

(2) For items not specifically described in the Supplemental Schedule, unless a higher Blanket Limit of Insurance for **Tools, Machinery and Equipment** is shown in the Supplemental Schedule, the most we will pay for the total of all loss of or damage to unscheduled items in any occurrence is **\$10,000**; subject to a limit of **\$2,000** for any one tool or piece of equipment.

(3) For items which you:

- (a) Lease or rent from others for up to 30 days under the terms of a written agreement; and
- (b) Are valued in excess of \$2,000; and
- (c) Are not specifically described in the Supplemental Schedule;

the most we will pay for loss of or damage to each item in any one occurrence is the Leased or Rented Per Item Limit of Insurance stated in the Supplemental Schedule under **Tools, Machinery and Equipment**. The most we will pay for the total of all damaged items in any one occurrence is **\$100,000**.

(4) We will only pay for loss of or damage to any one item under either (1), (2) or (3) above.

(5) Loss payment for specifically described items will not diminish the Blanket Limit of Insurance.

(6) The Limits of Insurance applicable to this Coverage Extension are additional limits.

c. If we pay for loss or damage under b.(3) above, we will also pay the continuing rental charges you are legally or contractually obligated to pay following direct physical loss of or damage to covered leased or rented equipment from any of the Covered Causes of Loss.

(1) The most we will pay for Continuing Rental Charges is **\$500** per day, not to exceed **\$15,000** in any one policy period. This is additional insurance.

(2) We will pay your continuing rental charges during the period of time that begins three "working days" after you report the "loss" or damage to us; and ends the earliest of the following:

- (a) When the damaged Covered Property has been repaired or replaced; or
- (b) When the damaged Covered Property has been restored to service.

(3) Our payment will not be limited by the expiration of this policy.

(4) You and we agree that the Covered Property involved in the "loss" will be repaired promptly.

(5) For the purposes of this Continuing Rental Charges coverage only, "working days" means a period of 24 consecutive hours of a normally scheduled workday beginning at the midnight following the time of the direct physical "loss" or damage.

d. We will determine the value of **Tools, Machinery and Equipment** at actual cash value as of the time of loss or damage.

e. With respect to the insurance provided by this Coverage Extension:

(1) Paragraph **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS** does not apply to other insurance in the Property Coverage Part of this policy. If there is other insurance under the Property Coverage Part of this policy covering the same loss or damage, the insurance provided by this Coverage Extension is primary insurance.

(2) The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:

(a) The following replaces Paragraph **p.** of **2. Property Not Covered** under **A. Coverage**:

p. Aircraft, watercraft, their equipment or parts; automobiles; dealers' demonstration equipment, machinery and vehicles; dirt bikes; trailers; house trailers; mobile homes; mopeds, motorcycles, motorized bicycles, tricycles; three- or four-wheel all terrain vehicles; snowmobiles; trucks and vehicles primarily designed for road use, whether licensed or not.

- (b) In addition to the property types shown in Paragraph 2. **Property Not Covered** under **A. Coverage**, the following property is not covered:
- (i) Property while in caissons or underwater or while being used in underground mining, tunneling or similar operations;
 - (ii) Property you have loaned, rented or leased to others;
 - (iii) Property that is or will become a permanent part of any building or structure;
 - (iv) Property held for sale; or
 - (v) Property that is owned by your employees.
- (3) The **CAUSES OF LOSS – SPECIAL FORM** is amended as follows:
- (a) Paragraph (1) of Exclusion **B.1.b. Earth Movement** does not apply to loss or damage caused directly or indirectly by earthquake.
 - (b) Exclusion **B.1.g. Water** does not apply to loss or damage caused directly or indirectly by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
 - (c) The following is added to **B. Exclusions**:
We will not pay for loss or damage caused by or resulting from any of the following:
 - (1) Theft of any property covered under this Extension from any unattended vehicle unless, at the time of theft, the vehicle's windows, doors and compartments were closed and locked, and there are visible signs that the theft was a result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.
 - (2) The weight of a load when it exceeds the designed capacity of any property covered under this Coverage Extension to lift, move or support the load from any position.
 - (3) Collision, upset or overturn of any property covered under this Coverage Extension to the extent of any loss of or damage to the tires or inner tubes of such property. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same property covered under this Coverage Extension.
 - (d) Paragraph 2.c. under **C. Limitations** does not apply.
 - (e) Under **G. Definitions**, the definition of "specified causes of loss" in Paragraph 2. is amended to include theft.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – DOMESTIC PETS SALES AND SERVICES

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY CONDITIONS
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

The following is added to **4. Additional Coverages** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

DOMESTIC ANIMALS, BIRDS AND FISH IN YOUR CARE, CUSTODY AND CONTROL

- a. You may extend the insurance that applies to Your Business Personal Property to apply to domestic animals, birds or fish in your care, custody and control for the purposes of boarding and/ or receiving your services.
- b. We will pay for the “covered loss” of domestic animals, birds or fish arising out of:
 - (1) a covered cause of loss; or
 - (2) “collision”;while on the described premises or while in transit in your vehicles.
- c. If it is necessary to move animals, birds or fish from the described premises to preserve them from “covered loss” by a covered cause of loss, we will also pay:
 - (1) Costs or expenses you incur to move such domestic animals, birds or fish, from the described premises; and
 - (2) “Covered loss” to domestic animals, birds or fish arising out of the causes of loss stated in Paragraph **b.** of this Additional Coverage:
 - (a) While the animals, birds or fish are being moved or while temporarily housed at another location; but
 - (b) Only if the “covered loss” occurs within 30 days of the event which caused the necessary movement of the animals, birds or fish to another location.
- d. With respect to domestic animals, birds or fish placed in your custody by their owners for boarding and/or receiving your service, we will also pay up to:
 - (1) \$1,000 per animal, bird or fish, and \$15,000 in any one occurrence for incurred charges for services you have rendered which become uncollectible because of a “covered loss”.
 - (2) \$1,000 in any one policy year for expenses directed at the recovery of lost or stolen animals, birds or fish. Recovery expenses include advertising and rewards for information leading to the safe return of lost or stolen animals, birds or fish. Recovery expenses also include transportation costs for the safe return of lost or stolen animals, birds or fish.
 - (3) \$1,000 per animal, bird or fish and \$15,000 in any one occurrence for expenses incurred in disposing of animals, birds or fish that die from a covered cause of loss or “collision”. This supplemental coverage is in addition to expenses payable under the **Debris Removal Additional Coverage** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**.
 - (4) \$10,000 in any one policy period for animals, birds and fish while off premises and temporarily at your home or a home you lease. This supplemental coverage does not apply to loss payable under Paragraph **c.** above.
 - (5) \$1,000 per occurrence for the necessary expenses you incur to repair or replace door and window locks at your customers’ premises when the corresponding key(s) in your care, custody or control have been lost or stolen. This supplemental coverage does not apply:
 - (a) When keys are lost or stolen as a result of any fraudulent, dishonest or criminal act by any insured, whether acting alone or in collusion with other persons; or
 - (b) To loss or damage to your customers’ property, other than the door and window locks.
- e. Coverage under this Additional Coverage is included within the Limit of Insurance shown in the Declarations for Your Business Personal Property.

- f. In the event of "covered loss", we will determine the value of animals, birds and fish at actual cash value as of the time of "covered loss"; but we will not pay more than the amount necessary to replace the animal, bird or fish.

In case of "covered loss" to any part of a pair or set we may:

- (1) Repair or replace any part to restore the pair or set to its value before the "covered loss"; or
- (2) Pay the difference between the value of the pair or set before and after the "covered loss".

- g. With respect to the insurance provided by this Additional Coverage:

- (1) The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:

- (a) Paragraph **2.b. Property Not Covered of A. Coverage** is replaced by the following:

- b. Animals, unless owned by you as "stock" while inside of buildings. Animals are not included in Property Not Covered to the extent that coverage is provided by the Additional Coverage for domestic animals, birds or fish in your care, custody and control;

- (b) Paragraph **1. Coinsurance under F. Additional Conditions** does not apply.

- (2) The **CAUSES OF LOSS – SPECIAL FORM** is amended as follows:

- (a) The following is added to Paragraph **2. of B. Exclusions**:

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

- (i) Disease, infection, contamination, tampering, or poisoning;
- (ii) Natural causes, including but not limited to attack from other animals, birds or fish; or
- (iii) Treatment or process of any animal, bird or fish.

Nor will we pay for any veterinary expenses associated with the treatment of animals, birds or fish caused by or resulting from any of the above.

- (b) Paragraph **2.a. of C. Limitations** is replaced by the following:

- a. Animals owned by you as "stock" while inside of buildings, and then only if they are killed or their destruction is made necessary. This limitation does not apply to the extent that coverage is provided by the Additional Coverage for domestic animals, birds or fish in your care, custody and control.

- h. We may adjust "covered loss" with the owners of the animals, birds or fish. If we pay the owners, such payments will satisfy your claims against us.

- i. As used in this Additional Coverage:

- (1) "Collision" means:

- (a) the vehicle's physical impact with another vehicle or object; or
- (b) the vehicle's overturn.

- (2) "Covered loss" means death or destruction caused by, resulting from, or made necessary as a result of a cause of loss stated in Paragraph **b.** of this Additional Coverage. "Covered loss" does not include damage or injury that does not result in death or destruction, however caused.

The following are added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

LEASE/LOAN GAP COVERAGE – OWNED OR LEASED "COVERED AUTOS"

- a. In the event of a total "loss" to a "covered auto", we will pay any unpaid amount due on the lease or loan written financing agreement for the "covered auto" you own or lease, less:

- (1) The amount paid under the Physical Damage Coverage Section of any Commercial Auto policy that provides physical damage coverage for the damaged "covered auto"; and

- (2) Any:

- (a) Overdue lease/loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

- b. Regardless of the number of "covered autos" involved in the "loss", the most we will pay under this Coverage Extension for all unpaid amounts due on all lease or loan financing agreements for "covered auto(s)" you own or lease is **\$50,000** in any one policy period.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.

- c. For the purposes of the coverage provided under this Coverage Extension only:

- (1) "Covered auto" means:

- (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

- (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged;
that is owned or leased by you and has been purchased or leased under a written financing agreement for which Physical Damage Coverage is provided by us, or another acceptable insurance company, under a Commercial Automobile insurance policy. "Covered auto" does not include "mobile equipment".
- (2) "Loss" means direct and accidental physical loss or damage. "Loss" does not include any resulting loss of use.
- (3) "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b) Vehicles maintained for use solely on or next to premises you own or rent;
 - (c) Vehicles that travel on crawler treads;
 - (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - (e) Vehicles not described in (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
 - (f) Vehicles not described in (a), (b), (c) or (d) above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (i) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Mobile equipment" does not include any land motor vehicles, trailers, or semi-trailers designed for travel on public roads; or any other land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

TOOLS, MACHINERY AND EQUIPMENT

- a. You may extend the insurance that applies to Business Personal Property to apply to miscellaneous tools and equipment that you own, or that you do not own but that are in your care, custody or control, including their:
 - (1) Accessories, whether or not attached; and
 - (2) Spare parts, that are specifically designed and intended for use in the maintenance and operation of property covered under this Coverage Extension.
- b. The most we will pay under this Coverage Extension for direct physical loss to Covered Property on or away from the premises described in the Declarations, caused by or resulting from any Covered Cause of Loss, will be determined as follows:
 - (1) For items specifically described in the Supplemental Schedule, the most we will pay for loss of or damage to those items in any one occurrence is the Individual Limit of Insurance for each item stated in the Supplemental Schedule under **Tools, Machinery and Equipment**.
 - (2) For items not specifically described in the Supplemental Schedule, unless a higher Blanket Limit of Insurance for **Tools, Machinery and Equipment** is shown in the Supplemental Schedule, the most we will pay for the total of all loss of or damage to unscheduled items in any occurrence is **\$10,000**; subject to a limit of **\$2,000** for any one tool or piece of equipment.
 - (3) For items which you:
 - (a) Lease or rent from others for up to 30 days under the terms of a written agreement; and
 - (b) Are valued in excess of \$2,000; and
 - (c) Are not specifically described in the Supplemental Schedule;
 the most we will pay for loss of or damage to each item in any one occurrence is the Leased or Rented Per Item Limit of Insurance stated in the Supplemental Schedule under **Tools, Machinery and Equipment**. The most we will pay for the total of all damaged items in any one occurrence is **\$100,000**.

- (4) We will only pay for loss of or damage to any one item under either (1), (2) or (3) above.
- (5) Loss payment for specifically described items will not diminish the Blanket Limits of Insurance.
- (6) The Limits of Insurance applicable to this Coverage Extension are additional limits.
- c. If we pay for loss or damage under b.(3) above, we will also pay the continuing rental charges you are legally or contractually obligated to pay following direct physical loss of or damage to covered leased or rented equipment from any of the Covered Causes of Loss.
- (1) The most we will pay for Continuing Rental Charges is **\$500** per day, not to exceed **\$15,000** in any one policy period. This is additional insurance.
- (2) We will pay your continuing rental charges during the period of time that begins three "working days" after you report the "loss" or damage to us; and ends the earliest of the following:
- (a) When the damaged Covered Property has been repaired or replaced; or
- (b) When the damaged Covered Property has been restored to service.
- (3) Our payment will not be limited by the expiration of this policy.
- (4) You and we agree that the Covered Property involved in the "loss" will be repaired promptly.
- (5) For the purposes of this Continuing Rental Charges coverage only, "working days" means a period of 24 consecutive hours of a normally scheduled workday beginning at the midnight following the time of the direct physical "loss" or damage.
- d. We will determine the value of **Tools, Machinery and Equipment** at actual cash value as of the time of loss or damage.
- e. With respect to the insurance provided by this Coverage Extension:
- (1) Paragraph **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS** does not apply to other insurance in the Property Coverage Part of this policy. If there is other insurance under the Property Coverage Part of this policy covering the same loss or damage, the insurance provided by this Coverage Extension is primary insurance.
- (2) The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:
- (a) The following replaces Paragraph **p.** of **2. Property Not Covered** under **A. Coverage**:
- p. Aircraft, watercraft, their equipment or parts; automobiles; dealers' demonstration equipment, machinery and vehicles; dirt bikes; trailers; house trailers; mobile homes; mopeds, motorcycles, motorized bicycles, tricycles; three- or four-wheel all terrain vehicles; snowmobiles; trucks and vehicles primarily designed for road use, whether licensed or not.
- (b) In addition to the property types shown in Paragraph **2. Property Not Covered** under **A. Coverage**, the following property is not covered:
- (i) Property while in caissons or underwater or while being used in underground mining, tunneling or similar operations;
- (ii) Property you have loaned, rented or leased to others;
- (iii) Property that is or will become a permanent part of any building or structure;
- (iv) Property held for sale; or
- (v) Property that is owned by your employees.
- (3) The **CAUSES OF LOSS – SPECIAL FORM** is amended as follows:
- (a) Paragraph (1) of Exclusion **B.1.b. Earth Movement** does not apply to loss or damage caused directly or indirectly by earthquake.
- (b) Exclusion **B.1.g. Water** does not apply to loss or damage caused directly or indirectly by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
- (c) The following is added to **B. Exclusions**:
- We will not pay for loss or damage caused by or resulting from any of the following:
- (1) Theft of any property covered under this Extension from any unattended vehicle unless, at the time of theft, the vehicle's windows, doors and compartments were closed and locked, and there are visible signs that the theft was a result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.
- (2) The weight of a load when it exceeds the designed capacity of any property covered under this Coverage Extension to lift, move or support the load from any position.
- (3) Collision, upset or overturn of any property covered under this Coverage Extension to the extent of any loss of or damage to the tires or inner tubes of such property. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same property covered under this Coverage Extension.
- (d) Paragraph **2.c.** under **C. Limitations** does not apply.
- (e) Under **G. Definitions**, the definition of "specified causes of loss" in Paragraph **2.** is amended to include theft.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – DRY CLEANERS AND LAUNDRIES

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

INFLATION GUARD

Paragraph 2. **Inflation Guard**, under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, shall apply to each Building Limit of Insurance shown in the Declarations at an annual increase of 5 percent, unless a higher percent for **Inflation Guard** is shown in the Supplemental Schedule.

The following are added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

CUSTOMERS' GOODS

- a. We will pay for direct physical loss of or damage to customers' goods that are in your care custody and control, and that are:
 - (1) At a premises described in the Declarations, and not in storage;
 - (2) In transit;
 - (3) In storage at a premises described in the Declarations, for which you have issued a storage receipt; or
 - (4) Temporarily at a premises not described in the Declarations.

Loss or damage must be caused by or result from a Covered Cause of Loss that occurs during the policy period. Our payment for loss will only be for the account of the owner of the property.

- b. Unless higher Limits of Insurance for **Customers' Goods** are shown in the Supplemental Schedule, the most we will pay under this Coverage Extension for loss or damage in any one occurrence is:
 - (1) **\$25,000** for customers' goods at each premises described in the Declarations, not in storage;
 - (2) **\$25,000** for customers' goods in transit;
 - (3) **\$25,000** for customers' goods at each premises described in the Declarations, in storage; and
 - (4) **\$10,000** for customers' goods temporarily at a premises not described in the Declarations.

The Limits of Insurance applicable to this Coverage Extension are additional limits.

- c. We will also pay:
 - (1) Earned charges that are due you that become uncollectible because of direct physical loss of or damage to customers' goods caused by a Covered Cause of Loss; and
 - (2) For loss or damage resulting from misidentification of customers' goods caused by a Covered Cause of Loss.

However, payments under **c.(1)** and **c.(2)** above will not increase the Limits of Insurance for this Coverage Extension.

- d. With respect to the coverage provided by this Coverage Extension, the following are added to **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM**:

We will not pay for loss or damage:

- (1) To customers' goods that you accept without charging a fee for your service;
- (2) To customers' goods while in the custody of other bailees unless the property is:
 - (a) At a premises described in the Declarations; or
 - (b) In the care, custody or control of a carrier for hire.
- (3) Caused by or resulting from theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. However, this exclusion does not apply to customers' goods in the care, custody or control of a carrier for hire.

- (4) Caused by or resulting from processing or work upon the property. But we will pay for direct loss or damage caused by any resulting fire or explosion if these causes of loss would be covered under this policy.
- e. In the event of loss or damage, the value of customers' goods will be the least of the following amounts as of the time of loss or damage:
 - (1) Amount to which your liability is limited under contract;
 - (2) Actual cash value of the lost or damaged property;
 - (3) Cost of reasonably restoring the property to its condition immediately before the loss or damage; or
 - (4) Cost of replacing the lost or damaged property with substantially identical property.
 The value will include the value of labor, materials or services furnished or arranged by you.
- f. In case of loss of any customers' goods that are part of a pair or set, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (2) Pay the difference between the value of the pair or set before and after the loss.
- g. When the total loss or damage to customers' goods is not more than \$500 in any one occurrence, you may settle and pay the loss or damage with the owners of that property. We will reimburse you for any payment you make under this provision. We will do this within 30 days after we have received the statements of loss that we require.

You will have additional duties when you settle under this provision. You must:

 - (1) Fully comply with all provisions of this policy in your settlement; and
 - (2) Promptly send us the properly completed statements of loss on forms we will supply to you.
- h. With respect to this Coverage Extension, the following provisions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** do not apply:
 - (1) **D. Deductible**, but only with respect to customers' goods in the care, custody or control of a carrier for hire; and
 - (2) Paragraph 1. **Coinsurance** under **F. Additional Conditions**.
- i. The insurance provided by this Coverage Extension does not apply to any loss or damage payable under any other provision of this policy.

LEASE/LOAN GAP COVERAGE – OWNED OR LEASED “COVERED AUTOS”

- a. In the event of a total "loss" to a "covered auto", we will pay any unpaid amount due on the lease or loan written financing agreement for the "covered auto" you own or lease, less:
 - (1) The amount paid under the Physical Damage Coverage Section of any Commercial Auto policy that provides physical damage coverage for the damaged "covered auto"; and
 - (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- b. Regardless of the number of "covered autos" involved in the "loss", the most we will pay under this Coverage Extension for all unpaid amounts due on all lease or loan financing agreements for "covered auto(s)" you own or lease is **\$50,000** in any one policy period.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.
- c. For the purposes of the coverage provided under this Coverage Extension only:
 - (1) "Covered auto" means:
 - (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged;
 that is owned or leased by you and has been purchased or leased under a written financing agreement for which Physical Damage Coverage is provided by us, or another acceptable insurance company, under a Commercial Automobile insurance policy. "Covered auto" does not include "mobile equipment".
 - (2) "Loss" means direct and accidental physical loss or damage. "Loss" does not include any resulting loss of use.
 - (3) "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b) Vehicles maintained for use solely on or next to premises you own or rent;
 - (c) Vehicles that travel on crawler treads;

- (d)** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (i)** Power cranes, shovels, loaders, diggers or drills; or
 - (ii)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e)** Vehicles not described in **(a)**, **(b)**, **(c)** or **(d)** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (i)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii)** Cherry pickers and similar devices used to raise or lower workers;
- (f)** Vehicles not described in **(a)**, **(b)**, **(c)** or **(d)** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (i)** Equipment designed primarily for:
 - a)** Snow removal;
 - b)** Road maintenance, but not construction or resurfacing; or
 - c)** Street cleaning;
 - (ii)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (iii)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Mobile equipment" does not include any land motor vehicles, trailers, or semi-trailers designed for travel on public roads; or any other land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – FLORISTS SHOPS AND NURSERIES

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY CONDITIONS
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

The following are added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**

CUSTOMERS' GOODS

- a. We will pay for direct physical loss of or damage to customers' goods that are in your care custody and control, and that are:
 - (1) At a premises described in the Declarations, and not in storage;
 - (2) In transit;
 - (3) In storage at a premises described in the Declarations, for which you have issued a storage receipt; or
 - (4) Temporarily at a premises not described in the Declarations.

Loss or damage must be caused by or result from a Covered Cause of Loss that occurs during the policy period. Our payment for loss will only be for the account of the owner of the property.

- b. Unless higher Limits of Insurance for **Customers' Goods** are shown in the Supplemental Schedule, the most we will pay under this Coverage Extension for loss or damage in any one occurrence is:
 - (1) **\$25,000** for customers' goods at each premises described in the Declarations, not in storage;
 - (2) **\$25,000** for customers' goods in transit;
 - (3) **\$25,000** for customers' goods at each premises described in the Declarations, in storage; and
 - (4) **\$10,000** for customers' goods temporarily at a premises not described in the Declarations.

The Limits of Insurance applicable to this Coverage Extension are additional limits.

- c. We will also pay:
 - (1) Earned charges that are due you that become uncollectible because of direct physical loss of or damage to customers' goods caused by a Covered Cause of Loss; and
 - (2) For loss or damage resulting from misidentification of customers' goods caused by a Covered Cause of Loss.

However, payments under **c.(1)** and **c.(2)** above will not increase the Limits of Insurance for this Coverage Extension.

- d. With respect to the coverage provided by this Coverage Extension, the following are added to **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM:**

We will not pay for loss or damage:

- (1) To customers' goods that you accept without charging a fee for your service;
- (2) To customers' goods while in the custody of other bailees unless the property is:
 - (a) At a premises described in the Declarations; or
 - (b) In the care, custody or control of a carrier for hire.
- (3) Caused by or resulting from theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. However, this exclusion does not apply to customers' goods in the care, custody or control of a carrier for hire.
- (4) Caused by or resulting from processing or work upon the property. But we will pay for direct loss or damage caused by any resulting fire or explosion if these causes of loss would be covered under this policy.

- e. In the event of loss or damage, the value of customers' goods will be the least of the following amounts as of the time of loss or damage:

- (1) Amount to which your liability is limited under contract;

- (2) Actual cash value of the lost or damaged property;
- (3) Cost of reasonably restoring the property to its condition immediately before the loss or damage; or
- (4) Cost of replacing the lost or damaged property with substantially identical property.

The value will include the value of labor, materials or services furnished or arranged by you.

- f. In case of loss of any customers' goods that are part of a pair or set, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (2) Pay the difference between the value of the pair or set before and after the loss.
- g. When the total loss or damage to customers' goods is not more than \$500 in any one occurrence, you may settle and pay the loss or damage with the owners of that property. We will reimburse you for any payment you make under this provision. We will do this within 30 days after we have received the statements of loss that we require.

You will have additional duties when you settle under this provision. You must:

 - (1) Fully comply with all provisions of this policy in your settlement; and
 - (2) Promptly send us the properly completed statements of loss on forms we will supply to you.
- h. With respect to this Coverage Extension, the following provisions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** do not apply:
 - (1) **D. Deductible**, but only with respect to customers' goods in the care, custody or control of a carrier for hire; and
 - (2) Paragraph 1. **Coinsurance** under **F. Additional Conditions**.
- i. The insurance provided by this Coverage Extension does not apply to any loss or damage payable under any other provision of this policy.

GREENHOUSE COVERAGE

- a. We will pay under your Business Personal Property for direct physical loss of or damage to:
 - (1) Greenhouses, hothouses and temporary structures (constructed of plastic sheeting, glass, plexi-glass or woven fabric materials, including flooring and superstructures) used as shelters in which to grow trees, shrubs and plants sold in your business; and
 - (2) Machinery or equipment used to maintain temperature, humidity, ventilation or light within those greenhouses, hothouses and temporary structures.

The direct physical loss or damage must be caused by or result from a "specified causes of loss" at a premises described in the Declarations.
- b. The most we will pay for the total of all direct physical loss or damage during any one policy period under this Coverage Extension is **\$25,000** at each described premises, unless a higher Limit of Insurance for **Greenhouse Coverage** is shown in the Supplemental Schedule.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.
- c. We will determine the value of greenhouses, hothouses, temporary structures, and their machinery or equipment at actual cash value as of the time of loss or damage.
- d. With respect to the insurance provided by this Coverage Extension, paragraph **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS** does not apply to other insurance in the Property Coverage Part of this policy. If there is other insurance under the Property Coverage Part of this policy covering the same loss or damage, the insurance provided by this Coverage Extension is excess insurance.

LEASE/LOAN GAP COVERAGE – OWNED OR LEASED "COVERED AUTOS"

- a. In the event of a total "loss" to a "covered auto", we will pay any unpaid amount due on the lease or loan written financing agreement for the "covered auto" you own or lease, less:
 - (1) The amount paid under the Physical Damage Coverage Section of any Commercial Auto policy that provides physical damage coverage for the damaged "covered auto"; and
 - (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- b. Regardless of the number of "covered autos" involved in the "loss", the most we will pay under this Coverage Extension for all unpaid amounts due on all lease or loan financing agreements for "covered auto(s)" you own or lease is **\$50,000** in any one policy period.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.
- c. For the purposes of the coverage provided under this Coverage Extension only:
 - (1) "Covered auto" means:
 - (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

- (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged;
that is owned or leased by you and has been purchased or leased under a written financing agreement for which Physical Damage Coverage is provided by us, or another acceptable insurance company, under a Commercial Automobile insurance policy. "Covered auto" does not include "mobile equipment".
- (2) "Loss" means direct and accidental physical loss or damage. "Loss" does not include any resulting loss of use.
- (3) "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b) Vehicles maintained for use solely on or next to premises you own or rent;
 - (c) Vehicles that travel on crawler treads;
 - (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - (e) Vehicles not described in (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
 - (f) Vehicles not described in (a), (b), (c) or (d) above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (i) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Mobile equipment" does not include any land motor vehicles, trailers, or semi-trailers designed for travel on public roads; or any other land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – FUNERAL HOME AND MORTUARY SERVICES

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

The following are added to **4. Additional Coverages** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

“EMPLOYEE” “THEFT” OF “CLIENTS’ ” PROPERTY

- a. We will pay for loss of or damage to "money", "securities" and "other property" sustained by your "client" resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

The property covered under this coverage is limited to property:

- (1) That your "client" owns or leases;
- (2) That your "client" holds for others; or
- (3) For which your "client" is legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your "client". Any claim for loss that is covered under this coverage must be presented by you.

- b. The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is **\$10,000** unless a higher Limit of Insurance for **“Employee” “Theft” Of “Clients’ ” Property** is shown in the Supplemental Schedule.

The Limit of Insurance applicable to **“Employee” “Theft” Of “Clients’ ” Property** is not additional insurance, and will not increase the Limit of Insurance applicable to Buildings, Business Personal Property or Business Income and Extra Expense shown in the Declarations.

- c. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- d. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- e. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - (1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Additional Coverage.

- f. The insurance under Paragraph e. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (1) This Additional Coverage as of its effective date; or
 - (2) The prior insurance, had it remained in effect.
- g. We will not pay for:
 - (1) Loss or damage resulting from any dishonest or criminal act committed by:
 - (a) You, your partners, or your "members";
 - (b) Your "managers", directors, trustees, or authorized representatives; or

- (c) Anyone to whom you entrust the property for any purpose; whether acting alone or in collusion with other persons.
- (2) Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:
 - (a) Your inability to realize income that you would have realized had there been no loss of or damage to "money," "securities" or "other property";
 - (b) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance; or
 - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance, regardless of whether such costs, fees or other expenses are covered elsewhere in your policy.
- (3) Expenses related to any legal action.
- (4) Loss or damage the only proof of which as to its existence or amount is one or both of the following:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- (5) Loss or damage to your Business Personal Property or your "money" and "securities".
- (6) Loss or damage caused by any "employee" after discovery by:
 - (a) You; or
 - (b) Any of your partners, officers or directors, or "members" or "managers" not in collusion with the "employee";
 of any dishonest act committed by that "employee" before or after being hired by you.
- h. **B. Exclusions of the CAUSES OF LOSS – SPECIAL FORM** do not apply to this Additional Coverage, except for the following exclusions:
 - (1) **B.1.c.** Governmental Action;
 - (2) **B.1.d.** Nuclear Hazard; and
 - (3) **B.1.f.** War And Military Action.
- i. For the purposes of the coverage provided by this Additional Coverage only:
 - (1) "Client" means:
 - (a) An individual, company or organization with whom you have a written contract to render funeral services and have billed for your services; and
 - (b) Family members of the deceased and other attendees of funeral services rendered by you.
 - (2) "Employee" means:
 - (a) Any natural person:
 - (i) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
 - (ii) Who you compensate directly by salary, wages or commissions; and
 - (iii) Who you have the right to direct and control while performing services for you.
 - (b) Any natural person who is furnished temporarily to you:
 - (i) To substitute for a permanent "employee" as defined in Paragraph **i.(2)(a)** above, who is on leave; or
 - (ii) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (c) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph **i.(2)(b)** above.
 - (d) Any natural person who is a guest student or intern pursuing studies or duties.

"Employee" does not mean:

 - (a) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in the definition of "Employee" above; or
 - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
 - (3) "Manager" means a person serving in a directorial capacity for a limited liability company.
 - (4) "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
 - (5) "Money" means:
 - (a) Currency, coins and bank notes in current use and having a face value; and
 - (b) Travelers checks, register checks and money orders held for sale to the public.
 - (6) "Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.
 - (7) "Other Property" means:
 - (a) Any tangible property other than "money" and "securities" that has intrinsic value; and

(b) The body, body parts, organs and personal effects of the deceased;
but does not include any property excluded under this insurance.

(8) "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or "other property" and includes:

(a) Food stamps, lottery tickets, redeemed coupons, tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

(b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

(9) "Theft" means the unlawful taking of "money", "securities" or "other property" to the deprivation of your "client".

PRESERVATION OF DEAD BODIES

a. We will pay for expenses you incur to move and store dead bodies away from the described premises to preserve them from damages following an off-premises or on-premises failure of power or other utility services caused by a Covered Cause of Loss.

b. The most we will pay in any one occurrence under this Additional Coverage is **\$5,000** at each described premises.

This **Preservation of Dead Bodies** Limit of Insurance is not additional insurance, and will not increase the Limit of Insurance applicable to Buildings, Business Personal Property or Business Income and Extra Expense shown in the Declarations.

c. To the extent that coverage under this Additional Coverage is provided, Paragraph 1.e. **Utility Services** of **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply.

The following are added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

"GUESTS' AUTOS" ON PREMISES (LEGAL LIABILITY COVERAGE)

a. We will pay all sums you legally must pay as damages for direct physical loss of or damage to (including any resulting loss of use) "guests' autos" while the "guests' autos" are at a premises shown in the Declarations. Such loss or damage must be caused by or result from a "Covered Cause of Loss" and the loss or damage must occur during the policy period. Our payment for loss or damage will only be for the account of the owner of the "guests' auto".

b. We have the right and duty to defend any insured under this Coverage Extension against a suit asking for these damages. However, we have no duty to defend any insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our right and duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.

c. Regardless of the number of "guests autos" damaged or destroyed, the most we will pay for all loss or damage at each described premises in any one event is **\$25,000**, unless a higher Limit of Insurance for "**Guests' Autos**" **On Premises (Legal Liability Coverage)** is shown in the Supplemental Schedule.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.

d. In addition to the Limit of Insurance, we will pay for the insured:

(1) All expenses we incur.

(2) The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.

(3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to **\$250** a day because of time off from work.

(4) All costs taxed against the insured in a suit.

(5) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

e. Except for **Exclusions c. Governmental Action, d. Nuclear Hazard** and **f. War and Military Action**, the provisions of the **CAUSES OF LOSS – SPECIAL FORM** do not apply to this Coverage Extension.

f. This insurance does not apply to:

(1) Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage to (including any resulting loss of use) "guests' autos" left in your care.

(2) Loss or damage due to theft or conversion caused in any way by you or any other insured.

(3) Property within "guests' autos" that is not permanently installed in "guests' autos".

(4) Any loss or damage payable under any other provision of this policy.

(5) Loss or damage that is expected or intended from the standpoint of the insured.

- g. The following are insureds under this endorsement:
- (1) You.
 - (2) Your partners, executive officers and employees.
- h. With respect to this Coverage Extension, the following provisions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are amended:
- (1) Under **D. Deductible**, unless higher Deductibles for **"Guests' Autos" On Premises (Legal Liability Coverage)** are shown in the Supplemental Schedule, the most that will be deducted for loss or damage to "guests' autos" is:
 - (a) **\$250** for each "guests' auto" for loss or damage from any cause other than "collision", subject to a maximum deductible of **\$500** for all loss in any one event; and
 - (b) **\$500** for each "guests' auto" for loss or damage caused by "collision".
 - (2) Paragraph **1. Coinsurance** under **F. Additional Conditions** does not apply.
- i. As used in this Coverage Extension:
- (1) "Collision" means direct physical loss or damage to a "guests' auto" caused by:
 - (a) The "guests' auto's" physical impact with another vehicle or object; or
 - (b) The "guests' auto's" overturn.
 - (2) "Covered Cause of Loss" means any loss or damage not specifically excluded or limited by any provision within this Coverage Extension.
 - (3) "Guests' auto(s)" means:
 - (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
 - (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
 that is owned by your guests or other invitees while at a premises shown in the Declarations. "Guests' autos" includes permanently installed equipment.

LEASE/LOAN GAP COVERAGE – OWNED OR LEASED "COVERED AUTOS"

- a. In the event of a total "loss" to a "covered auto", we will pay any unpaid amount due on the lease or loan written financing agreement for the "covered auto" you own or lease, less:
- (1) The amount paid under the Physical Damage Coverage Section of any Commercial Auto policy that provides physical damage coverage for the damaged "covered auto"; and
 - (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- b. Regardless of the number of "covered autos" involved in the "loss", the most we will pay under this Coverage Extension for all unpaid amounts due on all lease or loan financing agreements for "covered auto(s)" you own or lease is **\$50,000** in any one policy period.
- The Limit of Insurance applicable to this Coverage Extension is an additional limit.
- c. For the purposes of the coverage provided under this Coverage Extension only:
- (1) "Covered auto" means:
 - (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged;
 that is owned or leased by you and has been purchased or leased under a written financing agreement for which Physical Damage Coverage is provided by us, or another acceptable insurance company, under a Commercial Automobile insurance policy. "Covered auto" does not include "mobile equipment".
 - (2) "Loss" means direct and accidental physical loss or damage. "Loss" does not include any resulting loss of use.
 - (3) "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b) Vehicles maintained for use solely on or next to premises you own or rent;
 - (c) Vehicles that travel on crawler treads;
 - (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- (e) Vehicles not described in (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
- (f) Vehicles not described in (a), (b), (c) or (d) above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (i) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Mobile equipment" does not include any land motor vehicles, trailers, or semi-trailers designed for travel on public roads; or any other land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – JANITORIAL SERVICES

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

The following is added to **4. Additional Coverages** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

“EMPLOYEE” “THEFT” OF “CLIENTS’ ” PROPERTY

- a. We will pay for loss of or damage to "money", "securities" and "other property" sustained by your "client" resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

The property covered under this coverage is limited to property:

- (1) That your "client" owns or leases;
- (2) That your "client" holds for others; or
- (3) For which your "client" is legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your "client". Any claim for loss that is covered under this coverage must be presented by you.

- b. The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is **\$10,000** unless a higher Limit of Insurance for **“Employee” “Theft” Of “Clients’ ” Property** is shown in the Supplemental Schedule.

The Limit of Insurance applicable to **“Employee” “Theft” Of “Clients’ ” Property** is not additional insurance, and will not increase the Limit of Insurance applicable to Buildings, Business Personal Property or Business Income and Extra Expense shown in the Declarations.

- c. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- d. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- e. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:

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

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Additional Coverage.

- f. The insurance under Paragraph e. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:

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

- g. We will not pay for:

- (1) Loss or damage resulting from any dishonest or criminal act committed by:
 - (a) You, your partners, or your “members”;
 - (b) Your “managers”, directors, trustees, or authorized representatives; or
 - (c) Anyone to whom you entrust the property for any purpose;whether acting alone or in collusion with other persons.

- (2) Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:
 - (a) Your inability to realize income that you would have realized had there been no loss of or damage to "money," "securities" or "other property";
 - (b) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance; or
 - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance, regardless of whether such costs, fees or other expenses are covered elsewhere in your policy.
- (3) Expenses related to any legal action.
- (4) Loss or damage the only proof of which as to its existence or amount is one or both of the following:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- (5) Loss or damage to your Business Personal Property or your "money" and "securities".
- (6) Loss or damage caused by any "employee" after discovery by:
 - (a) You; or
 - (b) Any of your partners, officers or directors, or "members" or "managers" not in collusion with the "employee";
 of any dishonest act committed by that "employee" before or after being hired by you.
- h. **B. Exclusions of the CAUSES OF LOSS – SPECIAL FORM** do not apply to this Additional Coverage, except for the following exclusions:
 - (1) **B.1.c.** Governmental Action;
 - (2) **B.1.d.** Nuclear Hazard; and
 - (3) **B.1.f.** War And Military Action.
- i. For the purposes of the coverage provided by this Additional Coverage only:
 - (1) "Client" means an individual, company or organization with whom you have a written contract to render services and have billed for your services.
 - (2) "Employee" means:
 - (a) Any natural person:
 - (i) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
 - (ii) Who you compensate directly by salary, wages or commissions; and
 - (iii) Who you have the right to direct and control while performing services for you.
 - (b) Any natural person who is furnished temporarily to you:
 - (i) To substitute for a permanent "employee" as defined in Paragraph **i.(2)(a)** above, who is on leave; or
 - (ii) To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you.
 - (c) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph **i.(2)(b)** above.
 - (d) Any natural person who is a guest student or intern pursuing studies or duties.
 "Employee" does not mean:
 - (a) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in the definition of "Employee" above; or
 - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
 - (3) "Manager" means a person serving in a directorial capacity for a limited liability company.
 - (4) "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
 - (5) "Money" means:
 - (a) Currency, coins and bank notes in current use and having a face value; and
 - (b) Travelers checks, register checks and money orders held for sale to the public.
 - (6) "Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.
 - (7) "Other Property" means any tangible property other than "money" and "securities" that has intrinsic value, but does not include any property excluded under this insurance.
 - (8) "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or "other property" and includes:
 - (a) Food stamps, lottery tickets, redeemed coupons, tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
 but does not include "money".

- (9) "Theft" means the unlawful taking of "money", "securities" or "other property" to the deprivation of your "client".

The following is added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

LEASE/LOAN GAP COVERAGE – OWNED OR LEASED "COVERED AUTOS"

- a. In the event of a total "loss" to a "covered auto", we will pay any unpaid amount due on the lease or loan written financing agreement for the "covered auto" you own or lease, less:
- (1) The amount paid under the Physical Damage Coverage Section of any Commercial Auto policy that provides physical damage coverage for the damaged "covered auto"; and
 - (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.

- b. Regardless of the number of "covered autos" involved in the "loss", the most we will pay under this Coverage Extension for all unpaid amounts due on all lease or loan financing agreements for "covered auto(s)" you own or lease is **\$50,000** in any one policy period.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.

- c. For the purposes of the coverage provided under this Coverage Extension only:

- (1) "Covered auto" means:

- (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged;

that is owned or leased by you and has been purchased or leased under a written financing agreement for which Physical Damage Coverage is provided by us, or another acceptable insurance company, under a Commercial Automobile insurance policy. "Covered auto" does not include "mobile equipment".

- (2) "Loss" means direct and accidental physical loss or damage. "Loss" does not include any resulting loss of use.

- (3) "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (b) Vehicles maintained for use solely on or next to premises you own or rent;
- (c) Vehicles that travel on crawler treads;
- (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e) Vehicles not described in (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
- (f) Vehicles not described in (a), (b), (c) or (d) above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (i) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Mobile equipment" does not include any land motor vehicles, trailers, or semi-trailers designed for travel on public roads; or any other land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – MANUFACTURING

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

PRECIOUS METALS

Paragraph **3.b.** under **C. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced by the following:

- b. **\$25,000** for gold, silver, platinum and other precious alloys or metals, unless a higher Limit of Insurance for **Precious Metals** is shown in the Supplemental Schedule; and **\$2,500** for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones and bullion. However, this limit does not apply to jewelry and watches worth \$100 or less per item.

The following is added to **4. Additional Coverages** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

MANUFACTURERS' CONSEQUENTIAL LOSS ASSUMPTION

- a. We will pay the reduction in value of the remaining parts of "stock" in process of manufacture when the reduction is caused by direct physical loss or damage to your Business Personal Property from a Covered Cause of Loss to other parts of "stock" in process of manufacture at the described premises.
- b. In the application of Paragraph **1. Coinsurance** under **F. Additional Conditions** in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, the value of "stock" in process of manufacture at any location to which this Additional Coverage applies includes the additional value that it represents in "stock" at other locations.
- c. The most we will pay in any one occurrence under this Additional Coverage is **\$50,000** at each described premises, unless a higher Limit of Insurance for **Manufacturers' Consequential Loss Assumption** is shown in the Supplemental Schedule.

The Limit of Insurance applicable to **Manufacturers' Consequential Loss Assumption** is not additional insurance, and will not increase the Limit of Insurance applicable to Buildings, Business Personal Property or Business Income and Extra Expense shown in the Declarations.

The following is added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

CUSTOMERS' GOODS

- a. We will pay for direct physical loss of or damage to customers' goods that are in your care custody and control, and that are:
 - (1) At a premises described in the Declarations, and not in storage;
 - (2) In transit;
 - (3) In storage at a premises described in the Declarations, for which you have issued a storage receipt; or
 - (4) Temporarily at a premises not described in the Declarations.

Loss or damage must be caused by or result from a Covered Cause of Loss that occurs during the policy period. Our payment for loss will only be for the account of the owner of the property.

- b. Unless higher Limits of Insurance for **Customers' Goods** are shown in the Supplemental Schedule, the most we will pay under this Coverage Extension for loss or damage in any one occurrence is:
 - (1) **\$25,000** for customers' goods at each premises described in the Declarations, not in storage;
 - (2) **\$25,000** for customers' goods in transit;
 - (3) **\$25,000** for customers' goods at each premises described in the Declarations, in storage; and
 - (4) **\$10,000** for customers' goods temporarily at a premises not described in the Declarations.

The Limits of Insurance applicable to this Coverage Extension are additional limits.

- c. We will also pay:
 - (1) Earned charges that are due you that become uncollectible because of direct physical loss of or damage to customers' goods caused by a Covered Cause of Loss; and

(2) For loss or damage resulting from misidentification of customers' goods caused by a Covered Cause of Loss.

However, payments under c.(1) and c.(2) above will not increase the Limits of Insurance for this Coverage Extension.

d. With respect to the coverage provided by this Coverage Extension, the following are added to **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM**:

We will not pay for loss or damage:

- (1) To customers' goods that you accept without charging a fee for your service;
- (2) To customers' goods while in the custody of other bailees unless the property is:
 - (a) At a premises described in the Declarations; or
 - (b) In the care, custody or control of a carrier for hire.

(3) Caused by or resulting from theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. However, this exclusion does not apply to customers' goods in the care, custody or control of a carrier for hire.

(4) Caused by or resulting from processing or work upon the property. But we will pay for direct loss or damage caused by any resulting fire or explosion if these causes of loss would be covered under this policy.

e. In the event of loss or damage, the value of customers' goods will be the least of the following amounts as of the time of loss or damage:

- (1) Amount to which your liability is limited under contract;
- (2) Actual cash value of the lost or damaged property;
- (3) Cost of reasonably restoring the property to its condition immediately before the loss or damage; or
- (4) Cost of replacing the lost or damaged property with substantially identical property.

The value will include the value of labor, materials or services furnished or arranged by you.

f. In case of loss of any customers' goods that are part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss; or
- (2) Pay the difference between the value of the pair or set before and after the loss.

g. When the total loss or damage to customers' goods is not more than \$500 in any one occurrence, you may settle and pay the loss or damage with the owners of that property. We will reimburse you for any payment you make under this provision. We will do this within 30 days after we have received the statements of loss that we require.

You will have additional duties when you settle under this provision. You must:

- (1) Fully comply with all provisions of this policy in your settlement; and
- (2) Promptly send us the properly completed statements of loss on forms we will supply to you.

h. With respect to this Coverage Extension, the following provisions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** do not apply:

- (1) **D. Deductible**, but only with respect to customers' goods in the care, custody or control of a carrier for hire; and
- (2) Paragraph 1. **Coinsurance** under **F. Additional Conditions**.

i. The insurance provided by this Coverage Extension does not apply to any loss or damage payable under any other provision of this policy.

INSTALLATION MATERIALS AND SUPPLIES

a. You may extend the insurance that applies to Your Business Personal Property to apply to loss of or damage to the following property:

- (1) Materials, supplies, equipment, machinery, and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and
- (2) Temporary structures built or assembled by you on site.

This property is covered while:

- (a) At any job site you do not own, lease or operate;
- (b) Awaiting and during installation, or awaiting acceptance by the purchaser;
- (c) In transit; or
- (d) At a "temporary storage location".

b. The most we will pay for loss of or damage to property covered under this Coverage Extension is **\$25,000** in any one occurrence, unless a higher Limit of Insurance for **Installation Materials and Supplies** is shown in the Supplemental Schedule.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.

c. Coverage provided under this Coverage Extension will end when one of the following first occurs:

- (1) This policy expires or is cancelled;
- (2) The property covered under this Coverage Extension is accepted by the purchaser;

- (3) Your interest in the property covered under this Coverage Extension ceases;
- (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it; or
- (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.

d. With respect to the insurance provided by this Coverage Extension:

(1) Paragraph **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS** does not apply to other insurance in the Property Coverage Part of this policy. If there is other insurance under the Property Coverage Part of this policy covering the same loss or damage, the insurance provided by this Coverage Extension is primary insurance.

(2) The following provisions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are amended:

(a) The following are added to Paragraph **2. Property Not Covered** under **A. Coverage**:

- (i) Existing property to which an addition, alteration, improvement or repair is being made;
- (ii) Property stored at a permanent warehouse or storage yard that you own;
- (iii) Plans, blueprints, designs or specifications;
- (iv) Machinery, tools, equipment, supplies or similar property that do not become a permanent part of the project.

(b) Paragraph **1. Coinsurance** under **F. Additional Conditions** does not apply.

(3) The following provisions of the **CAUSES OF LOSS – SPECIAL FORM** are amended:

(a) The following is added to **B. Exclusions**:

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

- (i) The cost to make good or replace faulty or defective materials or workmanship;
- (ii) Testing; however, if testing results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion;
- (iii) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification;
- (iv) The weight of a load when it exceeds the designed capacity of any property covered under this Extension to lift, move or support the load from any position; or
- (v) Inadequate packing or improper preparation for shipment.

(b) Paragraph **2.c.** under **C. Limitations** does not apply.

MANUFACTURERS' EXPEDITING EXPENSE

a. In the event of loss of or damage to Covered Property resulting from a Covered Cause of Loss, we will pay for reasonable costs and expenses you incur to:

- (1) Make temporary repairs to damaged property; and
- (2) Expedite permanent repairs to, or permanent replacement of such property.

b. The most we will pay in any one occurrence to make temporary repairs to or for the costs and expenses you incur to expedite permanent repairs to or replacement of damaged property covered under this Coverage Extension is **\$25,000** at each described premises.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.

c. With respect to this Coverage Extension, paragraph **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS** does not apply to other insurance in the Property Coverage Part of this policy. If there is other insurance under the Property Coverage Part of this policy covering the same expenses, the insurance provided by this Coverage Extension is excess insurance.

TOOLS, MACHINERY AND EQUIPMENT

a. You may extend the insurance that applies to Business Personal Property to apply to miscellaneous tools and equipment that you own, or that you do not own but that are in your care, custody or control, including their:

- (1) Accessories, whether or not attached; and
- (2) Spare parts, that are specifically designed and intended for use in the maintenance and operation of property covered under this Coverage Extension.

b. The most we will pay under this Coverage Extension for direct physical loss to Covered Property on or away from the premises described in the Declarations, caused by or resulting from any Covered Cause of Loss, will be determined as follows:

(1) For items specifically described in the Supplemental Schedule, the most we will pay for loss of or damage to those items in any one occurrence is the Individual Limit of Insurance for each item stated in the Supplemental Schedule under **Tools, Machinery and Equipment**.

(2) For items not specifically described in the Supplemental Schedule, unless a higher Blanket Limit of Insurance for **Tools, Machinery and Equipment** is shown in the Supplemental Schedule, the most we will pay for the total of all loss of or damage to unscheduled items in any occurrence is **\$10,000**; subject to a limit of **\$2,000** for any one tool or piece of equipment.

(3) For items which you:

- (a) Lease or rent from others for up to 30 days under the terms of a written agreement; and
- (b) Are valued in excess of \$2,000; and
- (c) Are not specifically described in the Supplemental Schedule;

the most we will pay for loss of or damage to each item in any one occurrence is the Leased or Rented Per Item Limit of Insurance stated in the Supplemental Schedule under **Tools, Machinery and Equipment**. The most we will pay for the total of all damaged items in any one occurrence is **\$100,000**.

- (4) We will only pay for loss of or damage to any one item under either (1), (2) or (3) above.
 - (5) Loss payment for specifically described items will not diminish the Blanket Limit of Insurance.
 - (6) The Limits of Insurance applicable to this Coverage Extension are additional limits.
- c. If we pay for loss or damage under b.(3) above, we will also pay the continuing rental charges you are legally or contractually obligated to pay following direct physical loss of or damage to covered leased or rented equipment from any of the Covered Causes of Loss.
- (1) The most we will pay for Continuing Rental Charges is **\$500** per day, not to exceed **\$15,000** in any one policy period. This is additional insurance.
 - (2) We will pay your continuing rental charges during the period of time that begins three "working days" after you report the "loss" or damage to us; and ends the earliest of the following:
 - (a) When the damaged Covered Property has been repaired or replaced; or
 - (b) When the damaged Covered Property has been restored to service.
 - (3) Our payment will not be limited by the expiration of this policy.
 - (4) You and we agree that the Covered Property involved in the "loss" will be repaired promptly.
 - (5) For the purposes of this Continuing Rental Charges coverage only, "working days" means a period of 24 consecutive hours of a normally scheduled workday beginning at the midnight following the time of the direct physical "loss" or damage.
- d. We will determine the value of **Tools, Machinery and Equipment** at actual cash value as of the time of loss or damage.
- e. With respect to the insurance provided by this Coverage Extension:
- (1) Paragraph **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS** does not apply to other insurance in the Property Coverage Part of this policy. If there is other insurance under the Property Coverage Part of this policy covering the same loss or damage, the insurance provided by this Coverage Extension is primary insurance.
 - (2) The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:
 - (a) The following replaces Paragraph **p.** of **2. Property Not Covered** under **A. Coverage**:
 - p. Aircraft, watercraft, their equipment or parts; automobiles; dealers' demonstration equipment, machinery and vehicles; dirt bikes; trailers; house trailers; mobile homes; mopeds, motorcycles, motorized bicycles, tricycles; three- or four-wheel all terrain vehicles; snowmobiles; trucks and vehicles primarily designed for road use, whether licensed or not.
 - (b) In addition to the property types shown in Paragraph **2. Property Not Covered** under **A. Coverage**, the following property is not covered:
 - (i) Property while in caissons or underwater or while being used in underground mining, tunneling or similar operations;
 - (ii) Property you have loaned, rented or leased to others;
 - (iii) Property that is or will become a permanent part of any building or structure;
 - (iv) Property held for sale; or
 - (v) Property that is owned by your employees.
 - (3) The **CAUSES OF LOSS – SPECIAL FORM** is amended as follows:
 - (a) Paragraph (1) of Exclusion **B.1.b. Earth Movement** does not apply to loss or damage caused directly or indirectly by earthquake.
 - (b) Exclusion **B.1.g. Water** does not apply to loss or damage caused directly or indirectly by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
 - (c) The following is added to **B. Exclusions**:

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

 - (1) Theft of any property covered under this Extension from any unattended vehicle unless, at the time of theft, the vehicle's windows, doors and compartments were closed and locked, and there are visible signs that the theft was a result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.
 - (2) The weight of a load when it exceeds the designed capacity of any property covered under this Coverage Extension to lift, move or support the load from any position.
 - (3) Collision, upset or overturn of any property covered under this Coverage Extension to the extent of any loss of or damage to the tires or inner tubes of such property. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same property covered under this Coverage Extension.
 - (d) Paragraph **2.c.** under **C. Limitations** does not apply.
 - (e) Under **G. Definitions**, the definition of "specified causes of loss" in Paragraph **2.** is amended to include theft.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – PRINTERS AND COPY SHOPS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

INFLATION GUARD

Paragraph 2. **Inflation Guard**, under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, shall apply to each Building Limit of Insurance shown in the Declarations at an annual increase of 5 percent, unless a higher percent for **Inflation Guard** is shown in the Supplemental Schedule.

The following are added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

CUSTOMERS' GOODS

- a. We will pay for direct physical loss of or damage to customers' goods that are in your care custody and control, and that are:
 - (1) At a premises described in the Declarations, and not in storage;
 - (2) In transit;
 - (3) In storage at a premises described in the Declarations, for which you have issued a storage receipt; or
 - (4) Temporarily at a premises not described in the Declarations.

Loss or damage must be caused by or result from a Covered Cause of Loss that occurs during the policy period. Our payment for loss will only be for the account of the owner of the property.

- b. Unless higher Limits of Insurance for **Customers' Goods** are shown in the Supplemental Schedule, the most we will pay under this Coverage Extension for loss or damage in any one occurrence is:
 - (1) **\$25,000** for customers' goods at each premises described in the Declarations, not in storage;
 - (2) **\$25,000** for customers' goods in transit;
 - (3) **\$25,000** for customers' goods at each premises described in the Declarations, in storage; and
 - (4) **\$10,000** for customers' goods temporarily at a premises not described in the Declarations.

The Limits of Insurance applicable to this Coverage Extension are additional limits.

- c. We will also pay:
 - (1) Earned charges that are due you that become uncollectible because of direct physical loss of or damage to customers' goods caused by a Covered Cause of Loss; and
 - (2) For loss or damage resulting from misidentification of customers' goods caused by a Covered Cause of Loss.

However, payments under **c.(1)** and **c.(2)** above will not increase the Limits of Insurance for this Coverage Extension.

- d. With respect to the coverage provided by this Coverage Extension, the following are added to **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM**:

We will not pay for loss or damage:

- (1) To customers' goods that you accept without charging a fee for your service;
- (2) To customers' goods while in the custody of other bailees unless the property is:
 - (a) At a premises described in the Declarations; or
 - (b) In the care, custody or control of a carrier for hire.
- (3) Caused by or resulting from theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. However, this exclusion does not apply to customers' goods in the care, custody or control of a carrier for hire.

- (4) Caused by or resulting from processing or work upon the property. But we will pay for direct loss or damage caused by any resulting fire or explosion if these causes of loss would be covered under this policy.
- e. In the event of loss or damage, the value of customers' goods will be the least of the following amounts as of the time of loss or damage:
 - (1) Amount to which your liability is limited under contract;
 - (2) Actual cash value of the lost or damaged property;
 - (3) Cost of reasonably restoring the property to its condition immediately before the loss or damage; or
 - (4) Cost of replacing the lost or damaged property with substantially identical property.
 The value will include the value of labor, materials or services furnished or arranged by you.
- f. In case of loss of any customers' goods that are part of a pair or set, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (2) Pay the difference between the value of the pair or set before and after the loss.
- g. When the total loss or damage to customers' goods is not more than \$500 in any one occurrence, you may settle and pay the loss or damage with the owners of that property. We will reimburse you for any payment you make under this provision. We will do this within 30 days after we have received the statements of loss that we require.

You will have additional duties when you settle under this provision. You must:

 - (1) Fully comply with all provisions of this policy in your settlement; and
 - (2) Promptly send us the properly completed statements of loss on forms we will supply to you.
- h. With respect to this Coverage Extension, the following provisions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** do not apply:
 - (1) **D. Deductible**, but only with respect to customers' goods in the care, custody or control of a carrier for hire; and
 - (2) Paragraph 1. **Coinurance** under **F. Additional Conditions**.
- i. The insurance provided by this Coverage Extension does not apply to any loss or damage payable under any other provision of this policy.

LEASE/LOAN GAP COVERAGE – OWNED OR LEASED “COVERED AUTOS”

- a. In the event of a total "loss" to a "covered auto", we will pay any unpaid amount due on the lease or loan written financing agreement for the "covered auto" you own or lease, less:
 - (1) The amount paid under the Physical Damage Coverage Section of any Commercial Auto policy that provides physical damage coverage for the damaged "covered auto"; and
 - (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- b. Regardless of the number of "covered autos" involved in the "loss", the most we will pay under this Coverage Extension for all unpaid amounts due on all lease or loan financing agreements for "covered auto(s)" you own or lease is **\$50,000** in any one policy period.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.
- c. For the purposes of the coverage provided under this Coverage Extension only:
 - (1) "Covered auto" means:
 - (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged;
 that is owned or leased by you and has been purchased or leased under a written financing agreement for which Physical Damage Coverage is provided by us, or another acceptable insurance company, under a Commercial Automobile insurance policy. "Covered auto" does not include "mobile equipment".
 - (2) "Loss" means direct and accidental physical loss or damage. "Loss" does not include any resulting loss of use.
 - (3) "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b) Vehicles maintained for use solely on or next to premises you own or rent;
 - (c) Vehicles that travel on crawler treads;
 - (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (i) Power cranes, shovels, loaders, diggers or drills; or
- (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e) Vehicles not described in (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
- (f) Vehicles not described in (a), (b), (c) or (d) above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (i) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Mobile equipment" does not include any land motor vehicles, trailers, or semi-trailers designed for travel on public roads; or any other land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – TOTAL BUILDING REPLACEMENT COST PROTECTION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

The following is added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

TOTAL BUILDING REPLACEMENT COST PROTECTION

- a. With respect only to the Building(s) described in the Supplemental Schedule, and to the extent that coverage is provided, we agree to provide an additional amount of insurance, but only if you agree to:
 - (1) Insure the Building(s) to 100% of replacement cost as determined by us;
 - (2) Allow us to adjust annually the Building Limit(s) of Insurance as determined by us;
 - (3) Notify us within 90 days of the start of any improvements, alterations or additions to the Building(s) which increases the replacement cost 5% or more; and
 - (4) Repair or replace the damaged Building(s).
- b. If you comply with a. above, and there is a loss of or damage to a Building described in Supplemental Schedule that exceeds the Limit of Insurance shown in the Declarations as applicable to that Building, we will provide an additional amount of insurance of up to **25%** of the Limit of Insurance shown in the Declarations.
- c. We will not pay any additional amount under this Coverage Extension until the actual repair or replacement of the damaged Building is completed.

All other terms and conditions remain unchanged.

CUSTOMPAK INLAND MARINE COVERAGE FORM – CONTRACTORS

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning as described in the Definitions Section of this Coverage Form.

A. COVERAGE

1. COVERED PROPERTY

We will cover your property or the property of others in your care, custody or control that is described below and for which a Limit of Insurance appears in the Supplemental Schedule:

a. Tools And Equipment

Tools and equipment used in your trade, including:

- (1) their accessories, whether or not attached; and
- (2) spare parts that are specifically designed and intended for use in the maintenance and operation of Covered Property.

b. Installation Property At Job Sites

Materials, supplies, equipment, machinery and fixtures that are to be installed by you or at your direction at any job site you do not own, lease or operate, including temporary structures built or assembled by you on site such as but not limited to cribbing, scaffolding and construction forms. Coverage on this property will end when one of the following first occurs:

- (1) The installation of Covered Property is completed and accepted by the owner or purchaser;
- (2) Your interest in the Covered Property ceases;
- (3) This policy expires or is cancelled;

c. Property In Transit

Property described in **a.** and **b.** above in transit while in the custody of public carriers, or in or on vehicles:

- (1) Owned by you;
- (2) Operated by you;
- (3) Operated for you; or
- (4) Operated at your direction.

d. Property At Temporary Storage Locations

Property described in **a.** through **c.** above, at any one temporary storage location (other than a job site) that you do not own, lease, have charge or control or operate, and that is incidental to transportation or installation.

2. PROPERTY NOT COVERED

Covered Property does not include:

a. Property you have loaned, rented or leased to others, unless:

- (1) The others have agreed in writing to be responsible for the "loss" or damage to the property; or
- (2) The property is to be operated by you or your "employee" when in use.

b. Property in transit

- (1) By mail,
- (2) Insured under import or export ocean marine policies, or
- (3) While waterborne, except while under land transportation carriers' bill of lading or on regularly operated ferries;

c. Property while in a cofferdam or while underground in mining, tunneling or similar operations;

d. Buildings in the course of construction, or any existing building or structure upon which work is being performed;

e. Contraband, or property in the course of illegal transportation or trade;

f. Aircraft or watercraft;

- g. Automobiles, motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo.

3. COVERED CAUSES OF LOSS

We cover direct physical "loss" to Covered Property from any external cause except those causes of "loss" listed in **B. Exclusions**.

4. ADDITIONAL COVERAGES

a. Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to thirty (30) days. The most we will pay under this Additional Coverage for all "loss" in any one occurrence is the lesser of:

- (1) 25% of the total Limit of Insurance shown in the Supplemental Schedule for that type of property; or
- (2) \$10,000.

This is additional insurance.

b. Continuing Rental Charges

If we pay for "loss" to Leased or Rented Equipment, we will also pay the continuing rental charges you are legally or contractually obligated to pay following direct physical "loss" to covered leased or rented equipment from any of the Covered Causes of Loss.

- (1) The most we will pay for Continuing Rental charges is \$500 per day, not to exceed \$15,000 in any one policy period. This is additional insurance.
- (2) We will pay your continuing rental charges during the period of time that begins three "working days" after you report the "loss" to us; and ends the earliest of the following:
 - (a) when the damaged Covered Property has been repaired or replaced; or
 - (b) When the damaged Covered Property has been restored to service.
- (3) Our payment will not be limited by the expiration of this policy.
- (4) You and we agree that the covered Property involved in the "loss" will be repaired promptly.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority. But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination whether controlled or uncontrolled. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or
- (4) The discharge of a nuclear weapon even if accidental.

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

- a. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
- b. Unauthorized instructions to transfer property to any person or to any place;
- c. Misdelivery or careless destruction of goods, or any other unaccountable "loss", unexplained loss or mysterious disappearance (except of property at the risk of public carriers);
- d. Theft of the Covered Property from an unattended vehicle, except when it is securely locked and its windows are fully closed. We cover "loss" caused by theft from unattended vehicle only when there is visible evidence that entry into the vehicle was forced;

- e. Shortage disclosed upon taking inventory;
 - f. Dishonest or criminal act (either or both) by you or any person or persons in your employment, whether or not such act or acts occurred during the regular hours of employment or service, or of any person or persons to whom the property may be entrusted (except for carriers for hire);
 - g. Explosion, rupture or bursting of property covered, consisting of steam boilers, steam pipes, steam turbines or steam engines (other than explosion of accumulated gasses or unconsumed fuel within a fire-box or combustion chamber) or rupture, bursting or disintegration of rotating or moving parts of machinery, covered hereunder, caused by centrifugal or reciprocating force;
 - h. Electricity other than lightning. But if a fire or explosion results, we do cover the "loss" caused by the fire or explosion;
 - i. Mechanical breakdown or derangement; or structural failure. But if a fire or explosion results, we do cover the "loss" caused by the fire or explosion;
 - j. Earthquake, volcanic eruption, landslide or any other earth movement; unless "loss" by fire or explosion ensues, and then only for such ensuing "loss" (unless endorsed hereon). This exclusion does not apply to Covered Property in the due course of transit;
 - k. Flood, surface water, waves, tidal water or overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not; unless loss by fire or explosion ensues, and then only for such ensuing loss;
 - l. Water which backs up through sewers or basement drains; unless loss by fire or explosion ensues, and then only for such ensuing loss;
 - m. Water below the surface of the ground, including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements or other floors, or through windows, or any other openings in such sidewalks, driveways, foundations, walls or floors; unless loss by fire or explosion ensues, and then only for such ensuing loss. This exclusion does not apply to Covered Property in the due course of transit, or to loss arising from theft;
 - n. Hail, sand, dust or snow to property in the open, unless in the custody of carriers for hire;
 - o. Inadequate packing or improper preparation for shipment, or from insecure storage;
 - p. Leakage, evaporation, shrinkage, breakage, chipping, denting, heat or cold, unless caused by fire, lightning, windstorm, explosion or collision, derailment, or overturning of vehicle while on land, or being stranded, sunk, burned or in collision while waterborne on ferries; or
 - q. Your neglect to save and preserve the property at and after any disaster which results in a covered "loss", or when the property is endangered by fire in neighboring premises, or when you have notice of an impending disaster.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if a "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss".
- a. Weather conditions – dampness of the atmosphere or extremes of temperature. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss".
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation, or remodeling; or
 - (4) Maintenance.
 - d. Collapse of all or part of a building or structure.
 - e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents; obsolescence or depreciation; inherent vice; latent defect; corrosion or rust;
 - f. A fault or weakness that is intrinsic to the property, which causes it to break, spoil, become defective or destroy itself.
 - g. Delay, loss of market, loss of use, business interruption, or penalties for, or expenses incurred, as a result of delay in completion or incompleteness of contract or non-compliance with contract conditions.

C. LIMITS OF INSURANCE

The most we will pay for "loss" to Covered Property will be determined as follows:

1. Tools and Equipment

- a. For tools and equipment specifically described in the Supplemental Schedule, the most we will pay for "loss" to those items in any one occurrence is the Individual Limit of Insurance for each item stated in the Schedule.

- b. For tools and equipment not specifically described in the Schedule, the most we will pay for the total of all "loss" to unscheduled items in any one occurrence is the Blanket Limit of Insurance shown in the Supplemental Schedule, subject to a limit of \$2,000 for any one tool or piece of equipment.
- c. For tools and equipment which you:
 - (1) Lease or rent from others for up to 30 days under the terms of a written agreement; and
 - (2) Are valued in excess of \$2,000; and
 - (3) Are not specifically described in the Schedule;the most we will pay for "loss" to each item in any one occurrence is the Leased or Rented Per Item Limit of Insurance stated in the Supplemental Schedule. The most we will pay for the total of all damaged items in any one occurrence is \$100,000.

We will only pay for "loss" to any one item under either **a.**, **b.** or **c.** above.

- 2. The most we will pay for "loss" in any one occurrence for **Installation Property at Job Sites** is the applicable Limit of Insurance shown in the Supplemental Schedule.
- 3. The most we will pay for "loss" in any one occurrence for **Property in Transit** is the applicable Limit of Insurance shown in the Supplemental Schedule.
- 4. The most we will pay for "loss" in any one occurrence for **Property At Temporary Storage Locations** is the applicable Limit of Insurance shown in the Supplemental Schedule.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limit(s) of Insurance exceeds \$500, unless a higher Deductible amount is shown in the Supplemental Schedule. We will then pay the amount of the adjusted "loss" in excess of the deductible up to the applicable Limit(s) of Insurance.

E. ADDITIONAL CONDITIONS

1. COVERAGE TERRITORY

We cover property while it is in the United States of America, its territories and possessions, and Canada.

2. CONFORMITY TO STATUTE

Any terms of the policy which are in conflict with the statutes of the state in which this policy is issued are amended to conform to those statutes.

F. DEFINITIONS

- 1. "**Employee**" means people who work for you in the conduct of your ordinary activities in return for a salary, wages, or commissions. In order to be considered an "employee," a person must be subject to your exclusive direction in the performance of his or her activities. Brokers, factors, commission merchants, consignees, contractors, subcontractors and agents are not considered to be "employees".
- 2. "**Loss**" means accidental loss or damage.
- 3. "**Working days**" means a period of 24 consecutive hours of a normally scheduled workday beginning at the midnight following the time of the direct physical "loss" or damage.

[Company Name]

CustomPak BUSINESS INCOME AND EXTRA EXPENSE – SUPPLEMENTAL SCHEDULE

Policy Number: [] Policy Period: From: [] To: []

Waiting Period **Hours, unless otherwise stated**

Additional Coverages and Coverage Extensions

<u>Coverage</u>	<u>Limit of Insurance</u>
Civil Authority	Business Income and Extra Expense Limit of Insurance
Waiting Period – Hours	
Computer Operations	\$
Delivery Services:	
Loss From Damage to Delivery Vehicles	\$
Damage to Business Personal Property in the Course of Transport	\$
Contractual Penalties	\$
Annual Aggregate Limit of Insurance	\$
Dependent Properties	\$
Waiting Period – Hours	
E-Commerce Limited Coverage – Business Income and Extra Expense Coverage:	Included in the E-Commerce Limited Coverage Electronic Data Coverage Limit of Insurance
Description of Covered E-Commerce Activity:	
Period of Coverage for Loss covered under E-Commerce Limited Additional Coverage – Days	
Period of Coverage for Interruption In Normal Computer Network Service or Function – Weeks	
Waiting Period – Hours	
Extended Business Income Period of Coverage:	
Consecutive days	
Food Contamination:	
Business Income	\$
Extra Expenses	\$
Waiting Period – Hours	
Period of Coverage – Consecutive days	
“Fungus”, Wet Rot, Dry Rot and Bacteria Limited Coverage – Business Income and Extra Expense:	Included in the “Fungus”, Wet Rot, Dry Rot and Bacteria Limited Coverage - Direct Damage Limit of Insurance
Period of Coverage – Days	
Newly Acquired Locations	\$
Period of Coverage – days	
Pollutant Clean-Up and Removal	\$
Rental Cost Reimbursement – Leased or Rented Equipment:	
Percent of daily rental expense	
Maximum per day	\$
Aggregate Limit of Insurance	\$
Waiting Period – Hours	
Research and Development Prototypes, Schematics, Drawings and R&D Documentation	\$
Utility Services Time Element	\$

[Company Name]

CustomPak PROPERTY AMENDATORY ENDORSEMENT – SUPPLEMENTAL SCHEDULE

Policy Number: [] Policy Period: From: [] To: []

<u>Coverage</u>	<u>Limit of Insurance</u>
Accounts Receivable Coverage:	
Each Described Premises	\$
Off Premises	\$
Brands and Labels Coverage	\$
Building Ordinance Or Law Coverage:	
Coverage A – Coverage For Loss To The Undamaged Portion of The Building	Building Limit of Insurance
AND	
Coverage B – Demolition Cost Coverage	\$
Coverage C – Increased Cost Of Construction Coverage	\$
OR	
Combined Limit for Coverages B and C	\$
Computer Equipment and Media	\$
Duplicate Media	\$
Computer Fraud	\$
Computer Hi-Jack and Identity Theft – Zombies, Bots and Phishing	\$
Confusion Of Customers' Property:	
Each Described Premises	\$
Any Single Customer	\$
Covered Property Extension – Buildings	Building Limit of Insurance
Damage to Leased or Rented Buildings And Equipment – Theft Coverage	Building Limit of Insurance
Debris Removal	\$
E-Commerce Limited Coverage – “Electronic Data” Coverage:	\$
Description of Covered E-Commerce Activity –	Limit Includes Business Income and Extra Expense Coverage, if covered
Anti-Virus Waiver – <input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable	
Deductible – \$	
“Electronic Data”	\$
Duplicate “Electronic Data”	\$
“Employee” Theft	\$
“Employee Benefit Plan”:	
Employee Tools and Work Clothing:	
Each Described Premises	\$
Any Single Employee	\$
Fine Arts (see Specifically Described items Schedule for any covered items)	
Fire Department Service Charge	\$
Fire Extinguisher Systems Expense	\$
“Forgery” Or Alteration	\$
“Fungus”, Wet Rot, Dry Rot and Bacteria Limited Coverage – Direct Damage	\$
Limit Includes Business Income and Extra Expense Coverage, if covered	
Glass and Signs Deductible \$	
Lock and Key Replacement	\$
Per Loss Deductible – \$	
Loss Adjustment or Claim Data Collection Expense	\$
“Money” and “Securities”:	
Inside The Premises	\$
Outside The Premises	\$
Money Orders and “Counterfeit Money”	\$

CustomPak PROPERTY EXPANSION – SUPPLEMENTAL SCHEDULE

Policy Number:

Policy Period: From:

To:

AUTO SERVICES

<u>Coverage</u>	<u>Limit of Insurance</u>
Above and Below Ground Fuel Tanks	Building Limit of Insurance
Contents within Above and Below Ground Fuel Tanks	Business Personal Property Limit of Insurance
“Customers Autos” and Other Customers’ Property	\$
Deductibles:	
Other Than “Collision”: \$	Each “Customers’ Auto”
\$	Any One Event
“Collision”: \$	Each “Customers’ Auto”
Inflation Guard	% of Building Limit of Insurance
Lease/Loan Gap Coverage – Owned or Leased Covered Autos	\$
Vehicle Damage to “Leased Property”:	
Any One Occurrence	\$
Any One Policy Period	\$

CONTRACTORS

<u>Coverage</u>	<u>Limit of Insurance</u>
Installation Materials and Supplies	\$
Tools, Machinery and Equipment:	
Blanket Per Occurrence	\$
Blanket Per Item	\$
Individual Limit of Insurance – See CustomPak Supplemental Schedule – Specifically Described Items	
Leased or Rented Equipment:	
Any One Item	\$
Any One Occurrence	\$
Continuing Rental Charges:	
Per Day	\$
Any One Policy Period	\$

DOMESTIC PETS SALES AND SERVICES

<u>Coverage</u>	<u>Limit of Insurance</u>
Domestic Animals, Birds and Fish In Your Care, Custody and Control	Business Personal Property Limit of Insurance
Lease/Loan Gap Coverage – Owned or Leased Covered Autos	\$
Tools, Machinery and Equipment:	
Blanket Per Occurrence	\$
Blanket Per Item	\$
Individual Limit of Insurance – See CustomPak Supplemental Schedule – Specifically Described Items	
Leased or Rented Equipment:	
Any One Item	\$
Any One Occurrence	\$
Continuing Rental Charges:	
Per Day	\$
Any One Policy Period	\$

CustomPak PROPERTY EXPANSION – SUPPLEMENTAL SCHEDULE

Policy Number:

Policy Period: From:

To:

MANUFACTURING

<u>Coverage</u>	<u>Limit of Insurance</u>
Customers' Goods:	
On Premises Not In Storage	\$
In Transit	\$
On Premises In Storage	\$
Temporary Premises	\$
Installation Materials and Supplies	\$
Manufacturers' Consequential Loss Assumption	\$
Manufacturers' Expediting Expense	\$
Precious Metals	\$
Tools, Machinery and Equipment:	
Blanket Per Occurrence	\$
Blanket Per Item	\$
Individual Limit of Insurance – See CustomPak Supplemental Schedule – Specifically Described Items	
Leased or Rented Equipment:	
Any One Item	\$
Any One Occurrence	\$
Continuing Rental Charges:	
Per Day	\$
Any One Policy Period	\$

PRINTER AND COPY SHOPS

<u>Coverage</u>	<u>Limit of Insurance</u>
Customers' Goods:	
On Premises Not In Storage	\$
In Transit	\$
On Premises In Storage	\$
Temporary Premises	\$
Inflation Guard	% of Building Limit of Insurance
Lease/Loan Gap Coverage – Owned or Leased Covered Autos	\$

RESTAURANTS

<u>Coverage</u>	<u>Limit of Insurance</u>
"Customers' Autos" on Premises (Legal Liability Coverage)	\$
Deductibles:	
Other Than "Collision":	\$ Each "Customers' Auto"
"Collision":	\$ Any One Event
"Collision":	\$ Each "Customers' Auto"
Customers' Personal Property	\$
Any One Occurrence	\$
Any One Customer	\$
Inflation Guard	% of Building Limit of Insurance
Property Off-Premises At Operated Premises	\$
Vehicle Damage to "Leased Property":	
Any One Occurrence	\$
Any One Policy Period	\$

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7145
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
RESTAURANT GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

SCHEDULE

Coverage	Limits
Limited Product Withdrawal Expense	\$10,000 per withdrawal/\$20,000 aggregate
Services Errors and Omissions	\$5,000 occurrence/\$10,000 aggregate

A. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

This coverage only provides reimbursement to you for expenses incurred because of a covered "Product Withdrawal". This coverage does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

The following is added to **SECTION I – COVERAGES**:

SECTION I – LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in **Section III – Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

- b. If we pay your "product withdrawal expenses" arising out of a "product withdrawal", we will also pay your "customer approval advertising costs" during or after that "product withdrawal". However, the most we will pay under this "customer approval advertising costs" coverage extension is the lesser of:

- (1) The amount of such costs; or
(2) \$10,000

The amount we pay for "customer approval advertising costs" is in addition to the Limit of Insurance.

- c. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
(2) An authorized government entity has ordered you to conduct a "product withdrawal".

- d. We will reimburse you for only those "product withdrawal expenses":

- (1) Which are incurred and reported to us within one year of the date the "product withdrawal" was initiated; and
(2) Only if the product that is the subject of the "product withdrawal" left your control or possession after the inception date of your policy.

- e. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

- f. "Product withdrawal expenses" incurred to withdraw "your products" (and "customer approval advertising costs" resulting therefrom) which contain:

- (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with Paragraph 1.c. of this endorsement.

2. Exclusions

This insurance does not apply to “product withdrawal expenses” arising out of:

- a. Any “product withdrawal” initiated due to:
 - (1) The failure of “your products” to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause “bodily injury” or physical damage to tangible property. Tangible property does not include “electronic data”.
 - (2) Copyright, patent, trade secret or trademark infringements or the infringement of any other intellectual property right.
 - (3) Transformation of a chemical nature, deterioration or decomposition of “your product”, except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of “your product”; or
 - (b) “Product tampering”.
 - (4) Expiration of the designated shelf life of “your product”.
- b. A “product withdrawal”, initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers”, prior to the inception date of this Coverage Part or prior to the time “your product” leaves your control or possession.
- c. Recall of any specific products for which “bodily injury” or “property damage” is excluded under **Coverage A – Bodily Injury and Property Damage Liability** under this Coverage Part.
- d. Recall of “your products” which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or “suit” against you for “product withdrawal expenses”.
- f. Improper, inadequate or faulty formula or specifications.
- g. Loss of profit, reputation, customer faith or approval, or any costs incurred to regain market share, approval or any other consequential damages, except as provided by “customer approval advertising costs” coverage.
- h. Redistribution or replacement of the withdrawn products by like products or substitutions.
- i. The withdrawal of similar products or batches that are not defective or are not reasonably suspected to be defective, when a defect in another product or batch has been found.

3. For the purposes of this coverage, **Section III – Limits of Insurance** is replaced by the following:

SECTION III – LIMITS OF INSURANCE

- A. The most we will pay for reimbursement of Limited Product Withdrawal Expenses as the result of a “product withdrawal” is \$10,000 subject to a \$20,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. These amounts are the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) “Product withdrawals” initiated; or
 - (3) Number of “your products” withdrawn.

- B. The annual aggregate limit is the most we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period.

- C. Subject to B. above, and in excess of a \$250 deductible, the “product withdrawal” limit is the most we will pay for “product withdrawal expense” you incur for any one “product withdrawal”.

The Limits of Insurance of Product Withdrawal Expense Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph A. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

4. For the purposes of this Limited Product Withdrawal Expense coverage, the Duties In The Event of Occurrence, Offense, Claim or Suit Condition under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in The Event of a “Defect” Or A “Product Withdrawal”

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your products”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:

- (1) How, when and where the “defect” was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your products”.

- b. If a “product withdrawal” is initiated, you must:

- (1) Immediately record the specifics of the “product withdrawal” and the date it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the “product withdrawal”.

5. The following definitions are added to **Section V – DEFINITIONS**:

- a. “Defect” means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. “Product tampering” is an act of intentional alteration of “your product” which may cause or has caused “bodily injury” or physical injury to tangible property. For purposes of this coverage, tangible property does not include “electronic data”. When “product tampering” is known, suspected or threatened, a “product withdrawal” will not be limited to those batches of “your product” which are known or suspected to have been tampered with.
- c. “Product withdrawal” means the recall or withdrawal of “your products”, or products which contain “your products”, from the market or from use, by any other person or organization, because of a known or suspected “defect” in “your product”, or a known or suspected “product tampering”, which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property. For purposes of this coverage, tangible property does not include “electronic data”.
- d. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or
 - (8) Costs of proper disposal of “your products”, or products that contain “your products”, that cannot be reused, not exceeding your purchase price or your cost to produce the products;but “product withdrawal expenses” does not include costs of the replacement, repair or redesign of “your products”, or the costs of regaining your market share, goodwill, revenue or profit.
- e. “Customer approval advertising costs” are those advertising costs paid for the specific purpose of regaining customer approval or faith in “your product” resulting from a “product withdrawal” to which this coverage applies.
- f. “Electronic data”, solely for the purposes of this Limited Product Withdrawal Expense Coverage, means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. The term computer programs do not apply to your stock of prepackaged software.

B. The following is added to **SECTION I – COVERAGES**:

SECTION I – SERVICES ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of an error or omission by you or any of your “employees” or by any concessionaire trading under your name in providing facilities, goods or services, including the failure to deliver or a misdelivery of items you hold for sale. We will have the right and duty to defend the insured against any “suit” seeking those damages even if the allegations are groundless, false or fraudulent. However, we will have no duty to defend the insured against any “suit” seeking damages for errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any error or omission and settle any claim or “suit” that may result.
- b. This insurance applies only to:
 - (1) Errors in the providing of facilities, goods or services that take place or omissions in providing such goods, facilities or services that should have taken place; and
 - (2) Errors in deliveries that take place or omissions of such deliveries that should have taken place in the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional error or intentional failure to provide any facilities, goods or services.
- b. Intentional error or intentional misdelivery or intentional failure to deliver.
- c. “Bodily injury”, “property damage” or “personal and advertising injury”.
- d. Discrimination based on a customer’s race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- e. Fines or penalties imposed on any insured.

- f. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement, whether or not such contract or agreement is an “insured contract”. This exclusion does not apply to liability for damages that the insured would have had in the absence of the contract or agreement.
- g. Non-pecuniary relief including but not limited to injunctive and other equitable relief.

3. Limits of Insurance

For the purposes of this Services Errors And Omissions coverage, the following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Services Errors And Omissions coverage for the sum of all damages arising out of any one “occurrence” is \$5,000 subject to a \$10,000 annual aggregate limit. Subject to the any one “occurrence” limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Services Errors And Omissions coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of “insureds”, acts, errors or omissions resulting in covered damages, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”. For purposes of determining the limits of insurance, any loss based upon a series of related errors, omissions and negligent acts constitutes only one “occurrence” which will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
 - b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
 - c. The Limits of Insurance of Services Errors And Omissions coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph 3.a. above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
 - d. Our obligation under the Services Errors And Omissions coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may pay any part or all of this deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
 - e. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Services Errors And Omissions Coverage.
4. For the purposes of this Services Errors And Omissions coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties in The Event of an Error or Omission

- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the person(s) making claim against you.
- b. If a claim is made or “suit” is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.
- d. No insured will, except at the insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

5. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverages A** and **B** also apply to this Services Errors And Omissions coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMPAK PROPERTY EXPANSION – RESTAURANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM

The provisions of the:

1. Commercial Property Conditions;
2. Building And Personal Property Coverage Form; and the
3. Causes Of Loss – Special Form;

apply except as otherwise provided in this or any other CustomPak endorsement. This endorsement applies only if the Coverage Forms named above and the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are all included in this policy.

INFLATION GUARD

Paragraph 2. **Inflation Guard**, under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, shall apply to each building Limit of Insurance shown in the Declarations at an annual increase of 5 percent, unless a higher percent for **Inflation Guard** is shown in the Supplemental Schedule.

The following are added to **5. Coverage Extensions** under **A. Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

“CUSTOMERS' AUTOS” ON PREMISES (LEGAL LIABILITY COVERAGE)

- a. We will pay all sums you legally must pay as damages for direct physical loss of or damage to (including any resulting loss of use) "customers' autos" while the "customers' autos" are at a premises shown in the Declarations. Such loss or damage must be caused by or result from a "Covered Cause of Loss" and the loss or damage must occur during the policy period. Our payment for loss or damage will only be for the account of the owner of the "customers' auto".
- b. We have the right and duty to defend any insured under this Coverage Extension against a suit asking for these damages. However, we have no duty to defend any insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our right and duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.
- c. Regardless of the number of "customers' autos" damaged or destroyed, the most we will pay for all loss or damage at each described premises in any one event is **\$25,000**, unless a higher Limit of Insurance for **“Customers' Autos” On Premises (Legal Liability Coverage)** is shown in the Supplemental Schedule.

The Limit of Insurance applicable to this Coverage Extension is an additional limit.

- d. In addition to the Limit of Insurance, we will pay for the insured:
 - (1) All expenses we incur.
 - (2) The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to **\$250** a day because of time off from work.
 - (4) All costs taxed against the insured in a suit.
 - (5) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- e. Except for **Exclusions c. Governmental Action, d. Nuclear Hazard** and **f. War and Military Action**, the provisions of the **CAUSES OF LOSS – SPECIAL FORM** do not apply to this Coverage Extension.
- f. This insurance does not apply to:
 - (1) Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage to (including any resulting loss of use) "customers' autos" left in your care.
 - (2) Loss or damage due to theft or conversion caused in any way by you or any other insured.
 - (3) Property within "customers' autos" that is not permanently installed in "customers' autos".
 - (4) Any loss or damage payable under any other provision of this policy.
 - (5) Loss or damage that is expected or intended from the standpoint of the insured.

- g. The following are insureds under this endorsement:
 - (1) You.
 - (2) Your partners, executive officers and employees.
- h. With respect to this Coverage Extension, the following provisions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are amended:
 - (1) Under **D. Deductible**, unless higher Deductibles for "**Customers' Autos**" On Premises (**Legal Liability Coverage**) are shown in the Supplemental Schedule, the most that will be deducted for loss or damage to "customers' autos" is:
 - (a) **\$250** for each "customers' auto" for loss or damage from any cause other than "collision", subject to a maximum deductible of **\$500** for all loss in any one event; and
 - (b) **\$500** for each "customers' auto" for loss or damage caused by "collision".
 - (2) Paragraph **1. Coinsurance** under **F. Additional Conditions** does not apply.
- i. As used in this Coverage Extension:
 - (1) "Collision" means direct physical loss or damage to a "customers' auto" caused by:
 - (a) The "customers' auto's" physical impact with another vehicle or object; or
 - (b) The "customers' auto's" overturn.
 - (2) "Covered Cause of Loss" means any loss or damage not specifically excluded or limited by any provision within this Coverage Extension.
 - (3) "Customers' auto(s)" means:
 - (a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
 - (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
 that is owned by your customers while at a premises shown in the Declarations. "Customers' autos" includes permanently installed equipment.

CUSTOMERS' PERSONAL PROPERTY

- a. We will pay for direct physical loss of or damage to personal property belonging to your customers at a premises described in the Declarations. Loss or damage must be caused by or result from a Covered Cause of Loss that occurs during the policy period. Our payment for loss will only be for the account of the owner of the property.
- b. With respect to the coverage provided by this Coverage Extension, we will not pay for loss or damage to the following customers' property:
 - (1) Jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;
 - (2) Money, securities, evidence of debt, negotiable instruments, papers, records and loss of data, including electronically stored data ; and
 - (3) Property in any vehicle.
- c. Unless a higher Limit of Insurance for **Customers' Personal Property** is shown in the Supplemental Schedule, the most we will pay for the total of all loss or damage under this Coverage Extension in any one occurrence is **\$10,000** at each premises described in the Declarations; subject to a limit of **\$2,000** for any one customer.
The Limit of Insurance applicable to this Coverage Extension is an additional limit.
- d. We will also pay:
 - (1) Earned charges that are due you that become uncollectible because of direct physical loss of or damage to customers' personal property caused by a Covered Cause of Loss; and
 - (2) For loss or damage resulting from misidentification of customers' personal property caused by a Covered Cause of Loss.
 However, payments under **d.(1)** and **d.(2)** above will not increase the Limits of Insurance for this Coverage Extension.
- e. In the event of loss or damage, the value of customers' personal property will be the least of the following amounts as of the time of loss or damage:
 - (1) Amount to which your liability is limited under contract;
 - (2) Actual cash value of the lost or damaged property;
 - (3) Cost of reasonably restoring the property to its condition immediately before the loss or damage; or
 - (4) Cost of replacing the lost or damaged property with substantially identical property.
 The value will include the value of labor, materials or services furnished or arranged by you.
- f. In case of loss of any customers' personal property that are part of a pair or set, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (2) Pay the difference between the value of the pair or set before and after the loss.

- g. When the total loss or damage to customers' personal property is not more than \$500 in any one occurrence, you may settle and pay the loss or damage with the owners of that property. We will reimburse you for any payment you make under this provision. We will do this within 30 days after we have received the statements of loss that we require.

You will have additional duties when you settle under this provision. You must:

- (1) Fully comply with all provisions of this policy in your settlement; and
 - (2) Promptly send us the properly completed statements of loss on forms we will supply to you.
- h. With respect to this Coverage Extension, Paragraph 1. **Coinsurance** under **F. Additional Conditions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply.
- i. For the purposes of the coverage provided under this Coverage Extension only, guests of customers will be regarded as customers.
- j. The insurance provided by this Coverage Extension does not apply to any loss or damage payable under any other provision of this policy.

PROPERTY OFF-PREMISES AT OPERATED PREMISES

- a. You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is temporarily at a location you operate but do not own or lease.
- b. With respect to the coverage provided by this Coverage Extension, we will not pay for loss or damage to the following property:
- (1) "Money";
 - (2) "Securities";
 - (3) "Valuable papers or records";
 - (4) Accounts receivable;
 - (5) Materials, equipment, supplies and temporary structures located at a job site and intended for installation, construction, making additions, alterations or repairs to buildings or structures at the job site;
 - (6) Property while in or on a vehicle; or
 - (7) Property in the care, custody or control of your salespersons.
- c. The most we will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss under this Coverage Extension is **\$10,000** in any one occurrence, unless a higher Limit of Insurance for **Property Off-Premises At Operated Premises** is shown in the Supplemental Schedule.
The Limit of Insurance applicable to this Coverage Extension is an additional limit.
- d. The insurance provided by this Coverage Extension does not apply to any loss or damage payable under any other provision of this policy.

VEHICLE DAMAGE TO "LEASED PROPERTY"

- a. We will pay for direct physical loss of or damage to "leased property", caused by or resulting from actual physical contact of a licensed motor vehicle. Loss or damage must occur during the policy period and while the lease is in effect. Our payment for loss or damage will only be for the account of the owner of the "leased property".
- b. The most we will pay for loss or damage in any one occurrence under this Coverage Extension is **\$10,000 at each described premises**. The most we will pay for the sum of all loss or damage during any one policy period under this Coverage Extension is **\$25,000 at each described premises**.
The Limits of Insurance applicable to this Coverage Extension are additional limits.
- c. With respect to the insurance provided by this Coverage Extension:
- (1) Paragraph 1. **Coinsurance** under **F. Additional Conditions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply.
 - (2) The following is added to **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM**:
We will not pay for loss or damage:
 - (a) Which takes place after the termination of the lease applicable to the "leased property".
 - (b) Resulting from the sole negligence of the lessor of the "leased property".
 - (3) "Leased property" means buildings, building machinery and equipment, fixtures, pumps and tanks and outdoor equipment all pertaining to the maintenance, service or occupancy of the premises, described in the declarations, and leased to the named insured. "Leased property" does not mean building plate glass.

All other terms and conditions remain unchanged.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7148
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DOMESTIC PET SERVICES PROFESSIONAL LIABILITY –
OTHER THAN VETERINARIANS**

SCHEDULE

Coverage	Limits
Domestic Pet Services Professional Liability – Other Than Veterinarians coverage	\$100,000 occurrence/\$200,000 aggregate

The following is added to **Section I – COVERAGES**

DOMESTIC PET SERVICES PROFESSIONAL LIABILITY – OTHER THAN VETERINARIANS

1. Insuring Agreement

We will pay those sums that an insured becomes legally obligated to pay as damages because of an insured's act, error or omission arising out of the rendering of or failure to render professional services in connection with the named insured's business as a pet groomer, sitter, trainer or boarder, including serving as a member of a formal accreditation, standards review or equivalent professional board or committee. But,

- a. The amount we will pay for damages under this Domestic Pet Services Professional Liability – Other Than Veterinarians coverage is limited as described in **Section III – Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- c. This insurance applies to damages arising out of acts, errors or omissions that take place in the "coverage territory" during the policy period.
- d. For the purpose of determining the limits for the insurance provided by this coverage, any act, error or omission together with all related acts, errors or omissions in the furnishing of these services to any one person will be considered one "occurrence" which will be deemed to have arisen when the first negligent act, error, or omission of that series occurred.

2. Exclusions

- a. We do not pay for and this Domestic Pet Services Professional Liability – Other Than Veterinarians coverage does not apply to:
 - 1) Contractual liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - 2) Criminal acts including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - 3) Liability resulting from the theft of any animal, bird or fish.
 - 4) "Damages" due to fire, however caused.
 - 5) Civil fines and penalties.
 - 6) Non-pecuniary relief including but not limited to injunctive or other equitable relief.
 - 7) Injury or damage which is expected or intended from the standpoint of the insured.
 - 8) Pollution
 - (a) Damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
 - (b) Any loss, cost, or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (ii) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

- 9) Damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- 10) Damages arising out of:
 - (a) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (b) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- 11) Damages however caused, arising directly or indirectly out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 12) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (a) "Your product";
 - (b) "Your work"; or
 - (c) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- 13) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 14) Any professional veterinary or health care services performed by an insured.
- 15) Any loss or damage for which coverage may be available under a Commercial Property Coverage Part.

All of the other **Coverage A** and **Coverage B** exclusions apply to this coverage except to the extent that any exclusion is modified by this Paragraph **a.** or except as provided by Paragraph **b.** below.

b. Paragraph 2. Exclusions under Coverage A Bodily Injury and Property Damage Liability and Coverage B Personal and Advertising Injury are amended by the addition of the following:

Except to the extent that coverage is provided by the Domestic Pet Services Professional Liability – Other Than Veterinarians endorsement, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional services as a pet groomer, sitter, trainer or boarder. However, **Exclusions j.(4) and (6) of Damage to Property under Coverage A and Exclusion I. Damage to Your Work under Coverage A** are amended to the extent that we will pay for "property damage" to:

- 1) personal property in your care, custody and control;
- 2) that particular part of property that must be restored, repaired or replaced because "your work" was incorrectly performed on it, unless such "property damage" is included in the "products-completed operations hazard; and
- 3) "your work" with respect to animals, birds or fish treated in connection with the named insured's business as a pet groomer, sitter, trainer or boarder.

The "property damage" coverage provided by these items **b.1)** through **b.3)** is subject to the Each Occurrence Limit and the General Aggregate Limit shown on the Declarations. The Limits of Insurance provided by paragraph **5.a.** of this endorsement for Domestic Pet Services Professional Liability – Other Than Veterinarians coverage does not apply to the "property damage" coverage provided by these items **b.1)** through **b.3).**

3. Supplementary Payments

- a. The **Supplementary Payments** provisions applicable to **Coverage A** and **B** also apply to this Domestic Pet Services Professional Liability – Other Than Veterinarians coverage.
- b. The following Additional Coverage is added:

VETERINARY EXPENSES

- a. We will pay necessary and reasonable veterinary expenses resulting from an accident to an animal, bird or fish on premises you own or rent or because of your pet grooming, sitting, training or boarding operations provided that the accident takes place in the "coverage territory" and during the policy period, and the expenses are incurred and reported to us within six months of the date of the accident. We will make these payments regardless of fault.
- b. We will not pay veterinary expenses for:
 - 1) Illness, injury or disease to any animal, bird or fish held for sale by you, owned by you, or sold by you.
 - 2) Any illness, injury or disease that was pre-existing in any animal, bird or fish prior to the accident.
 - 3) Any loss or damage for which coverage may be available under a Commercial Property Coverage Part.
 - 4) Any illness, injury or disease to an animal, bird or fish treated by you in your capacity as a veterinarian.

- c. The most we will pay for the sum of all veterinary expenses is \$1,000 for any one animal, bird or fish and \$5,000 in any policy period.

4. Who Is An Insured

Solely for the purposes of this Domestic Pet Services Professional Liability – Other Than Veterinarians coverage, Paragraph 2.a. of **SECTION II – WHO IS AN INSURED** is replaced by the following:

2. Each of the following is also an insured:

- a. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” is an insured for:
 - 1) Damages:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph 1)(a) above;
 - (c) For which there is any obligation to share damages with or replay someone else who must pay damages because of the injury described in Paragraph 1)(a) or 1)(b);
 - 2) Damages arising out of his or her providing or failing to provide professional pet grooming, sitting, training or boarding services. However, if you have “employees” who are pet groomers, sitters, trainers or boarders, they are insureds with respect to their providing or failing to provide professional pet grooming, sitting, training or boarding services in connection with your business.
 - 3) “Property damage” to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your “employees”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

5. Limits of Insurance

For the purposes of this Domestic Pet Services Professional Liability – Other Than Veterinarians coverage, the following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay under this Domestic Pet Services Professional Liability – Other Than Veterinarians coverage for the sum of all damages arising out of any one “occurrence” is \$100,000 subject to a \$200,000 annual aggregate limit, unless higher limits are otherwise shown in the schedule. Subject to the any one “occurrence” limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Domestic Pet Services Professional Liability – Other Than Veterinarians coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of “insureds”, acts, errors or omissions resulting in covered damages, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”.
- b. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- c. The Limits of Insurance of Domestic Pet Services Professional Liability – Other Than Veterinarians coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph 5.a. above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
- d. Our obligation under the Domestic Pet Services Professional Liability – Other Than Veterinarians coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may pay any part or all of this deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- 6. For the purposes of this Domestic Pet Services Professional Liability – Other Than Veterinarians coverage, paragraph 4. Other Insurance under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SP-7151
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMPAK
GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – ALL CONTRACTORS**

SCHEDULE

Coverage	Limits
Voluntary Property Damage	\$10,000 occurrence/\$10,000 aggregate
Broadened Damage to Premises Rented to You Coverage	Included
Newly Formed or Acquired Organizations	Included
Unintentional Failure to Disclose Hazard	Included
Waiver of Transfer of Rights of Recovery	Included
Mental Anguish-Bodily Injury Redefined	Included
Medical Expense Limit	\$10,000, or the Medical Expense Limit shown in the Commercial General Liability Declarations, which ever is greater

A. VOLUNTARY PROPERTY DAMAGE COVERAGE

1. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, for “property damage” to the property of others provided:

- a. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
- b. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you; and
- c. The property damage liability coverage of the policy, to which this endorsement is attached, would extend to “your work” causing such “property damage”.

2. ADDITIONAL CONDITIONS

The insurance afforded by Paragraph **1. INSURING AGREEMENT** of this Voluntary Property Damage coverage is subject to the following additional terms and conditions:

- a. Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay for Voluntary Property Damage because of “property damage” in any one “occurrence” is \$10,000 subject to a \$10,000 Annual Aggregate, unless higher limits are otherwise shown in the schedule, in any annual period starting with the beginning of the policy period shown in the declarations and regardless of the number of:

- 1) insureds;
- 2) claims made or “suits” brought; or
- 3) persons or organizations making claims or bringing “suits”.

The “Occurrence” Limit is included within and not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

- b. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all “property damage” to which the Voluntary Property Damage Coverage provided by this endorsement applies.
- c. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. If required by applicable law, however, the aggregate limit for such period of extension will be equal to the product of the annual aggregate provided in paragraph **2.a.** above of this coverage multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
- d. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

- e. Our obligation under this Voluntary Property Damage coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250. The deductible amount applies to all damages because of “property damage” as the result of any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
 - (1) The terms of this insurance, including those with respect to:
 - a) Our right and duty to defend any “suits” seeking those damages; and
 - b) Your duties in the event of any “occurrence”, claim or “suit”;
apply irrespective of the application of the deductible amount.
 - (2) We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- f. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
- g. The insurance provided by this Voluntary Property Damage coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builders’ Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

3. Exclusions

Solely for the purposes of the insurance afforded by this Voluntary Property Damage coverage, Paragraph 2. **EXCLUSIONS** of **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

- a. Subparagraphs (3), (4) and (5) of Exclusion j. **Damage to Property** do not apply to the extent that coverage is provided by Paragraph 1. **INSURING AGREEMENT** of this Voluntary Property Damage coverage.
- b. The following exclusions are added:
The insurance provided by this endorsement does not apply to “property damage”:
 - (1) To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
 - (2) To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
 - (3) To property owned by, or rented by, an insured or any “employee” of the insured.
 - (4) To property that is money and securities.
 - (5) Included within the “explosion hazard”, the “collapse hazard”, or the “underground property damage hazard”, unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this endorsement is attached continue to apply.

4. Definitions

The following additional definitions apply to this Voluntary Property Damage coverage:

- a. “Explosion hazard” includes property damage arising out of blasting or explosion. The “explosion hazard” does not include “property damage” arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- b. “Collapse hazard” includes “structural property damage” and any resulting “property damage” to any other property at any time.
- c. “Structural property damage” means the collapse of or structural injury to any building or structure due to:
 - (1) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 - (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
- d. “Underground property damage hazard” includes “underground property damage” and any resulting “property damage” to any other property at any time.
- e. “Underground property damage” means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

B. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

- 1. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III Limits of Insurance**. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

2. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:
 - (1) The Limits of Insurance section of the declarations of the Commercial General Liability Coverage form; and
 - (2) Paragraph 6. of **Section III Limits of Insurance**; and
 - (3) The first full paragraph immediately following exclusion j.(6) under j. **Damage to Property of 2. Exclusions** under **Coverage A. of Section I.**
3. The Damage to Premises Rented to You limit in paragraph 6. of **Section III Limits of Insurance** is replaced by a Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of **Section III Limits of Insurance**. This Damage Limit is the most we will pay, subject to paragraph 5. of **Section III Limits of Insurance**, under **Coverage A.** for damages because of "property damage" to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

C. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 3. a. of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

D. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of **Section IV – Commercial General Liability CONDITIONS**,

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

E. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

With respect to the coverage provided by this endorsement, paragraph 8. **Transfer of Rights of Recovery Against Others To Us** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and does not apply.

The following applies in place of paragraph 8.:

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING PRIOR TO THE LOSS

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This provision does not apply and we have no right to seek recovery of all or any part of such payment against any person or organization with which the insured has agreed in writing prior to the loss not to seek recovery of such payments.

F. MENTAL ANGUISH – BODILY INJURY REDEFINED

1. The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:
 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
2. The following is added to 14. "Personal and advertising injury" in **Section V – Definitions**:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done with the intent to injure the feelings or reputation of a natural person by or at the direction of:
 - (a) The insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (2) Not done by or at the direction of:
 - (c) The insured; or
 - (d) Any executive officer, director, stockholder, partner or member of the insured;
 and with the reasonable expectation that such injury to the feelings or reputation of a natural person would result; and
 - (3) Not directly or indirectly related to any employment related practice, policy, act or omission including but not limited to employment related misrepresentations, wrongful reference, or the deprivation of a career opportunity, reassignment, discipline, evaluation, demotion, employment, prospective employment or termination of employment of any person or persons by or at the direction of the insured.

G. MEDICAL PAYMENTS LIMIT OF INSURANCE

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, the Medical Expense Limit is changed, subject to all the terms of **SECTION III – LIMITS OF INSURANCE**, to the greater of:

1. \$15,000; or
2. The Medical Expense Limit shown in the Declarations of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

SERFF Tracking Number: HRLV-125797916 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: SPPDVS061308-1
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
Liability
Product Name: SPP
Project Name/Number: SPP CustomPak Introduction/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/17/2008

Comments:
Attachment:
NAIC 2007.pdf

Satisfied -Name: COVER LETTER & EXHIBIT A **Review Status:** Approved 09/17/2008

Comments:
Attachments:
form.pdf
CustomPak Exhibit A FORMS LISTING.pdf

Property & Casualty Transmittal Document

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: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Harleysville Mutual Insurance Company	PA	14168	23-0902325	
Harleysville Insurance Company	PA	23582	41-0417250	
Harleysville Preferred Insurance Company	PA	35696	23-2384978	
Harleysville Worcester Insurance Company	PA	26182	04-1989660	

5. Company Tracking Number	125797916
-----------------------------------	-----------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Carol Zwoyer 355 Maple Avenue Harleysville, PA 19438	Senior State Filing Analyst	800-523-6344 ext. 5735	215-256-5678	czwoyer@harleysvillegroup.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Carol Zwoyer

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

9. Type of Insurance (TOI)	Commercial Multi Peril
10. Sub-Type of Insurance (Sub-TOI)	Star Advantage CustomPak Commercial Package Program
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 2-1-09 Renewal: 07-01-2009

HARLEYSVILLE INSURANCE

355 Maple Avenue
Harleysville PA 19438-2297
www.harleysvillegroup.com

September 2, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC: 23582, 14168, 35696, 26182
STAR ADVANTAGE CUSTOMPAK COMMERCIAL PACKAGE PROGRAM
(An Independent Program)
Form Filing
Company Tracking Number: 125797916

Dear Honorable Bowman:

With this filing it is our intent to submit for your review and approval the introduction of our StarAdvantage CustomPak Commercial Package Program which is designed to afford comprehensive property, crime and fidelity, liability and inland marine coverages for eligible risks.

The CustomPak Commercial Package Policy program utilizes a series of optional endorsements with the ISO Commercial Package Policy platform to provide Business Owner type coverages. This new package policy is to be offered in addition to StarAdvantage Business Owners, Commercial Package Policy and other products.

To assist in your review; attached please find the nonstandard forms to be used in conjunction with this program. (See exhibit A for a complete listing of non-standard forms.)

Statistical Agent: Insurance Services Office, 545 Washington Blvd, Jersey City NJ 07310-1686

Rule of Application: These changes shall be applicable to all new business policies effective on or after February 1, 2009 and renewals effective on or after July 1, 2009.

Your favorable approval will be appreciated.

Very truly yours,
Harleysville Insurance Company
Harleysville Mutual Insurance Company
Harleysville Preferred Insurance Company
Harleysville Worcester Insurance Company



Carol Zwoyer, AAM, AIT
Senior State Filing Analyst
(215) 256-5735
czwoyer@harleysvillegroup.com

EXHIBIT A
CUSTOMPAK FORMS LISTING

Form Number	Edition Date	Form Title
SP-7100	12-06	CustomPak Property Amendatory Endorsement
SP-7101	12-06	CustomPak Business Income and Extra Expense Coverage – Actual Loss Sustained
SP-7102	12-07	CustomPak Business Income and Extra Expense Coverage – Broad Expansion
SP-7103	12-07	CustomPak General Liability Enhancement Endorsement – Other than Contractors
SP-7104	12-06	CustomPak Wholesale General Liability Enhancement Endorsement
SP-7105	12-06	CustomPak Auto Service General Liability Enhancement Endorsement
SP-7106	12-06	CustomPak Manufacturing General Liability Enhancement Endorsement
SP-7107	12-06	CustomPak Retail General Liability Enhancement Endorsement
SP-7108	12-06	CustomPak Business Services General Liability Enhancement Endorsement
SP-7109	12-06	CustomPak Contractors General Liability Enhancement Endorsement
SP-7110	12-06	Morticians and Funeral Directors Malpractice Liability Endorsement
SP-7111	12-06	Barber and Beauticians Professional Liability Coverage
SP-7112	12-06	Limited Pharmacists Liability Coverage
SP-7113	12-06	CustomPak Automobile Parts and Accessories Manufacturers Coverage
SP-7114	12-07	Veterinarians Professional Liability
SP-7115	12-06	Printers Errors and Omissions Liability
SP-7116	12-06	CustomPak Exclusion – Snow and Ice Removal
SP-7117	12-06	Hired Auto and Non-Owned Auto Liability
SP-7118	12-06	CustomPak Property Expansion – Auto Services
SP-7119	12-06	CustomPak Property Expansion - Contractors
SP-7120	12-07	CustomPak Property Expansion – Domestic Pet Sales and Services
SP-7121	12-06	CustomPak Property Expansion – Dry Cleaners and Laundries
SP-7122	12-06	CustomPak Property Expansion – Florists Shops and Nurseries
SP-7123	12-06	CustomPak Property Expansion – Funeral Home and Mortuary Services
SP-7124	12-06	CustomPak Property Expansion – Janitorial Services
SP-7125	12-06	CustomPak Property Expansion - Manufacturing
SP-7126	12-06	CustomPak Property Expansion – Printers and Copy Shops
SP-7127	12-06	CustomPak Property Expansion – Total Building Replacement Cost Protection
SP-7128	12-06	CustomPak Inland Marine Coverage Form - Contractors
SP-7129	12-06	CustomPak Supplemental Schedule – Specifically Described Items
SP-7130	12-06	CustomPak Business Income and Extra Expense Supplemental Schedule
SP-7131	12-06	CustomPak Property Amendatory Endorsement – Supplemental Schedule
SP-7132	12-07	CustomPak Property Expansion – Supplemental Schedule
SP-7133	12-06	CustomPak Supplemental Schedule – Contractors Inland Marine
SP-7145	12-06	CustomPak Restaurant General Liability Enhancement Endorsement
SP-7146	12-06	CustomPak Property Expansion - Restaurants
SP-7148	12-06	Domestic Pet Services Professional Liability – Other Than Veterinarians
SP-7151	12-06	CustomPak General Liability Enhancement Endorsement – All Contractors