

SERFF Tracking Number: ACEH-125953144 State: Arkansas
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 08-CIM-2008108
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
 Product Name: 08-CIM-2008108
 Project Name/Number: Inland Marine Communication Forms/08-CIM-2008108

Filing at a Glance

Companies: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Property & Casualty Insurance Company, Bankers Standard Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire Insurance Company

Product Name: 08-CIM-2008108	SERFF Tr Num: ACEH-125953144	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations	Co Tr Num: 08-CIM-2008108	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Kathy Brumbelow	Disposition Date: 01/12/2009
	Date Submitted: 12/19/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 01/12/2009
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 01/12/2009

State Filing Description:

General Information

Project Name: Inland Marine Communication Forms
 Project Number: 08-CIM-2008108
 Reference Organization:
 Reference Title:
 Filing Status Changed: 01/12/2009
 State Status Changed: 01/06/2009
 Corresponding Filing Tracking Number:
 Filing Description:

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

We are filing the declarations, coverage forms and related endorsements for our new radio and television broadcasters' coverage, video and filmmakers coverage, telephone communication equipment coverage and cable television system coverage. These forms will replace the corresponding forms listed below concurrently with your approval of the new forms.

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The purpose of this filing is to update our existing language, incorporate changes now commonly found in the marketplace in competitor's portfolios of products, eliminate or correct various editorial issues and to create individual products for individual coverages.

Company and Contact

Filing Contact Information

Kathy Brumbelow, Senior Regulatory Compliance Specialist
 500 Colonial Center Parkway Roswell, GA 30076
 kathy.brumbelow@ace-ina.com
 (678) 795-4146 [Phone]
 (678) 795-4170[FAX]

Filing Company Information

ACE American Insurance Company PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 22667 Group Code: 626 Group Name: FEIN Number: 95-2371728 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
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ACE Fire Underwriters Insurance Company PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 20702 Group Code: 626 Group Name: FEIN Number: 06-6032187 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
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ACE Property & Casualty Insurance Company PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 20699 Group Code: 626 Group Name: FEIN Number: 06-0237820 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
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Bankers Standard Insurance Company PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 18279 Group Code: 626 Group Name: FEIN Number: 59-1320184	State of Domicile: Pennsylvania Company Type: State ID Number:
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$50.00	12/19/2008	24643387
ACE Fire Underwriters Insurance Company	\$0.00	12/19/2008	
ACE Property & Casualty Insurance Company	\$0.00	12/19/2008	
Bankers Standard Insurance Company	\$0.00	12/19/2008	
Indemnity Insurance Company of North America	\$0.00	12/19/2008	
Insurance Company of North America	\$0.00	12/19/2008	
Pacific Employers Insurance Company	\$0.00	12/19/2008	
Westchester Fire Insurance Company	\$0.00	12/19/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/12/2009	01/12/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	01/06/2009	01/06/2009	Kathy Brumbelow	01/09/2009	01/09/2009

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Disposition

Disposition Date: 01/12/2009
Effective Date (New): 01/12/2009
Effective Date (Renewal): 01/12/2009
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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Supporting Document	Coverage Comparison	Approved	Yes
Supporting Document	Endorsement Comparison	Approved	Yes
Form	Radio and Television Broadcaster Coverage Form	Approved	Yes
Form	Broadcast Media Endorsement	Approved	Yes
Form	Broadcasting Property - Tower Collapse	Approved	Yes
Form	Business Income and Extra Expense Coverage Endorsement	Approved	Yes
Form	Business Income Endorsement	Approved	Yes
Form	Electrical Apparatus Breakdown Coverage Endorsement	Approved	Yes
Form	Extra Expense Endorsement	Approved	Yes
Form	Radio and Television Broadcaster Declarations	Approved	Yes
Form	Radio and Television Broadcaster Supplemental Declarations	Approved	Yes
Form	Video & Filmmakers Coverage Form	Approved	Yes
Form	Business Income and Extra Expense Endorsement	Approved	Yes
Form	Video & Filmmakers Declarations	Approved	Yes
Form	Faulty Stock, Camera and Processing Coverage Endorsement	Approved	Yes
Form	Property Damage Liability Coverage Endorsement	Approved	Yes
Form	Telephone Communication Equipment Coverage Form	Approved	Yes
Form	Telephone Communications Supplemental Declarations	Approved	Yes
Form	Business Income and Extra Expense Endorsement	Approved	Yes
Form	Telephone Communications Equipment Declarations	Approved	Yes

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Form	Equipment Breakdown Coverage	Approved	Yes
	Endorsement		
Form	Cable Television System Coverage Form	Approved	Yes
Form	Cable Television System Declarations	Approved	Yes
Form	Business Income and Extra Expense	Approved	Yes
	Endorsement		

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/06/2009
Submitted Date 01/06/2009
Respond By Date 01/20/2009

Dear Kathy Brumbelow,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Sincerely,
Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/09/2009
Submitted Date 01/09/2009

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: We will attach ISO's IL 01 63 09 07 Arkansas Changes to each policy.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

SERFF Tracking Number: *ACEH-125953144* *State:* *Arkansas*
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No Rate/Rule Schedule items changed.

Sincerely,
Kathy Brumbelow

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Radio and Television Broadcaster Coverage Form	ACE0382	(07/08)	Policy/Coverage Form Replaced	Replaced Form #:0.00 BB-1A01 (11/90) and BB-606576 (8/96) Previous Filing #:		ACE0382 RADIO AND TELEVISION BROADCASTER (2) (2)[1].pdf
Approved	Broadcast Media Endorsement	ACE0383	(07/08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BB-1A01 (11/90) Previous Filing #:		ACE0383 BROADCAST MEDIA ENDORSEMENT (2) (2)[1].pdf
Approved	Broadcasting Property - Tower Collapse	ACE0385	(07/08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BB-1A01 (11/90) Previous Filing #:		ACE0385 BROADCASTING PROPERTY tower collapse endt (2) (2)[1].pdf
Approved	Business Income and Extra Expense Coverage Endorsement	ACE0386	(07/08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BB-2B93 (11/90) Previous Filing #:		ACE0386 BUSINESS INCOME and EXTRA EXPENSE RTV end't (2) (2)[1].pdf
Approved	Business Income Endorsement	ACE0387	(07/08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BB-2B93 (11/90) Previous Filing #:		ACE0387 BUSINESS INCOME ENDORSEMENT

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						(2)[1].pdf
Approved	Electrical Apparatus Breakdown Coverage Endorsement	ACE0390 (07/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BB-8A10 (11/90) Previous Filing #:		ACE0390 ELECTRICAL APPARATUS BREAKDOWN COVERAGE ENDORSEMENT (2)[1].pdf
Approved	Extra Expense Endorsement	ACE0391 (07/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BB-2B93 (11/90) Previous Filing #:		ACE0391 EXTRA EXPENSE ENDORSEMENT (2)[1].pdf
Approved	Radio and Television Broadcaster Declarations	ACE0392 (07/08)	Declaration	Replaced Form #:0.00 BB-2679 (11/90) Previous Filing #:		ACE0392 RADIO AND TELEVISION BROADCASTER DEC1 (2)[1].pdf
Approved	Radio and Television Broadcaster Supplemental Declarations	ACE0393 (07/08)	Declaration	New s/Schedule 0.00		ACE0393 RADIO AND TELEVISION BROADCASTER SUPPLEMENTAL DEC (2) (2)[1].pdf
Approved	Video & Filmmakers Coverage Form	ACE0396 (07/08)	Policy/Coverage Form	Replaced Form #:0.00 FRM-VF598 (6/98) and BB-606576 (8/96) Previous Filing #:		ACE0396 VIDEO FILM COVERAGE FORM (2)[1].pdf

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Approved	Business Income and Extra Expense Endorsement	ACE0398 (07/08)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 FRM-VF598 (6/98) Previous Filing #:	ACE0398 VIDEO FILM BI EE (2)[1].pdf
Approved	Video & Filmmakers Declarations	ACE0399 (07/08)	Declaration	Replaced	Replaced Form #:0.00 DEC-VF598 Previous Filing #:	ACE0399 VIDEO FILM DEC[1].pdf
Approved	Faulty Stock, Camera and Processing Coverage Endorsement	ACE0400 (07/08)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 FRM-VF598 (6/98) Previous Filing #:	ACE0400 VIDEO FILM FAULT CAM STOCK[1].pdf
Approved	Property Damage Liability Coverage Endorsement	ACE0401 (07/08)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 FRM-VF598 (6/98) Previous Filing #:	ACE0401 VIDEO FILM PROP DAM LIAB[1].pdf
Approved	Telephone Communication Equipment Coverage Form	ACE0402 (12/08)	Policy/Coverage Form	Replaced	Replaced Form #:0.00 BB-4527 (4/91) and BB-606576 (8/96) Previous Filing #:	ACE0402 (12-08) TELEPHONE COMMUNICATION EQUIP COV FORM[1].pdf
Approved	Telephone Communications Supplemental Declarations	ACE0403 (07/08)	Declaration	New	0.00	ACE0403 TELEPHONE COMMUNICATION EQUIPME T SUPP DEC formatted[1].pdf
Approved	Business Income	ACE0404 (07/08)	Endorsement	Replaced	Replaced Form #:0.00	ACE0404

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	and Extra Expense Endorsement		nt/Amendm ent/Condi tions	BB-5538 (4/91) Previous Filing #:	TELEPHON E COMMUNIC ATION EQUIP BI EE formatted[1]. pdf
Approved	Telephone Communications Equipment Declarations	ACE0405 (07/08)	Declaration Replaced s/Schedule	Replaced Form #:0.00 BB-7874 (4/91) Previous Filing #:	ACE0405 TELEPHON E COMMUNIC ATION EQUIPMEN T DEC formatted[1]. pdf
Approved	Equipment Breakdown Coverage Endorsement	ACE0406 (07/08)	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 BB-6285 (4/91) Previous Filing #:	ACE0406 TELEPHON E COMMUNIC ATION EQUIPMEN T ME BD formatted[1]. pdf
Approved	Cable Television System Coverage Form	ACE0407 (07/08)	Policy/Cove rage Form	Replaced Form #:0.00 BB-8E66 (6/92) and BB-606576 (8/96) Previous Filing #:	ACE0407 CABLE TELEVISIO N SYSTEM COV FORM[1].pdf
Approved	Cable Television System Declarations	ACE0408 (07/08)	Declaration Replaced s/Schedule	Replaced Form #:0.00 BB-9L80 (6/92) Previous Filing #:	ACE0408 CABLE TV DEC 1 (2)[1].pdf
Approved	Business Income and Extra	ACE0409 (07/08)	Endorseme nt/Amendm	Replaced Form #:0.00 BB-8E66 (6/92)	ACE0409 CABLE TV

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Expense ent/Condi Previous Filing #: BI EE
Endorsement ons ENDT[1].pdf



RADIO AND TELEVISION BROADCASTER COVERAGE FORM

General Information

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 the insurance.

Other words and phrases that appear in italics have special meanings. Refer to the DEFINITIONS section in this Coverage Form.

A. Coverage

We will pay for direct physical *loss* to Covered Property as defined below from any of the Covered Causes of Loss. This may be your property or the property of others in your care, custody or control.

The Declarations show which of the following types of coverage you have purchased.

1. Covered Property as used in this Coverage form means:
 - a. Transmitting and receiving equipment and *studio equipment*
 - b. Theatrical Property meaning scenery, costumes and other theatrical property.
 - c. Transmission Towers including parabolic reflectors, antennas, above and below ground foundations, and other property that is permanently attached or connected to the towers or reflectors, including signal carrying coaxial cable or waveguides that run to the tower from the broadcast studio.
 - d. Mobile Broadcasting Equipment meaning equipment used away from your studios.
 - e. Mobile Broadcasting Vehicles meaning scheduled vehicles that have broadcasting equipment permanently installed in or on them.

With the exception of Mobile Broadcasting Equipment and Mobile Broadcasting Vehicles, Covered Property must be on or within 100 feet of a scheduled location shown on the Declarations or Supplemental Declarations.

2. Property Not Covered

Covered property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes, securities;
- b. Jewelry, precious or semi-precious stones and metals, watches, furs; fine arts and antiques;



- c. Plants, except as may be covered as sets, props or scenery; or animals;
- d. Contraband or property in the course of illegal trade or transportation;
- e. Land or water;
- f. Aircraft or satellites, watercraft, or automobiles
- g. Towers, antennas and auxiliary equipment in the course of construction or installation unless specifically endorsed hereon;
- h. Real and Personal Property, including Business Income and Extra Expense coverages.

3. Covered causes of Loss

This policy covers risks of direct physical *loss* to the Covered Property, except those causes of *loss* listed in the Exclusions.

4. Extensions of Coverage

The Sub-limit of Insurance for each Automatic Extension of Coverage is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

a. Debris Removal Expense

We will pay your expenses to remove debris of covered property after a *loss*. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical *loss* or within 180 days of the end of this policy, whichever comes first.

The most we will pay in any one *occurrence* for Debris Removal Expense is the Sub-limit of Insurance shown on the Declarations.

Debris removal does not apply to expense for:

- 1) The cost to extract *pollutants* from land, water or covered property
- 2) The cost to remove, restore or replace polluted land, water or covered property
- 3) The cost to transport polluted land, water or covered property to storage or decontamination sites

b. Pollutant Clean Up

We will pay your expenses to extract *pollutants* from land or water if the discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Coverage Extension does not apply to expenses to test for, monitor or assess the existence, concentration or effects of *pollutants*. But we will pay for testing which is performed in the course of extracting the *pollutants* from the land or water.

The most we will pay for the sum of all covered expenses for Pollutant Clean Up arising out of Covered Causes of Loss occurring during each separate 12 month period is the Sub-limit of Insurance shown on the Declarations.



c. Fire Department Service Charge

We will pay for fire department service charges when a fire department is called to save or protect Covered Property from a Covered Cause of Loss, when these services charges are:

- 1) Assumed by contract or agreement prior to *loss*; or
- 2) Required by local ordinance.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Fire Department Service Charges shown on the Declarations.

d. Expediting Expenses

We will pay the necessary and reasonable extra costs you incur to:

- 1) Make temporary repairs;
- 2) Expedite permanent repairs; and,
- 3) Expedite permanent replacement;

of Covered Property from a Covered Cause of Loss.

We will not pay Expediting Expenses for the permanent repair or replacement of Covered Property if the expenses would be covered elsewhere in this Coverage Form.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Expediting Expenses shown on the Declarations.

e. Loss Data Preparation

We will pay the reasonable and necessary costs or expenses you incur to prepare *loss* data required by policy conditions after a *loss* by a Covered Cause of Loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered *loss*.

This Additional Coverage does not include costs or expenses for:

- 1) Public Adjusters or any firm or entity acting in the capacity of a public adjuster, including their employees, agents, or representatives;
- 2) Legal and paralegal fees;
- 3) Claim consultants, insurance brokers or agents, or any person acting on behalf of a claim consultant or insurance broker or agent;
- 4) Costs associated with the negotiation or presentation of any claim or part of a claim that we have told you is in dispute or that we have denied;
- 5) Costs or expenses which are your normal overhead or operating expense;
- 6) Costs or expenses associated with trying to establish that a claim or part of a claim is covered by the policy.

The most we will pay in any one *occurrence* is the Sub-limit of Insurance for Loss Data Preparation Cost shown on the Declarations.



f. Valuable Papers and Records

We will pay your costs to restore, research, replace or reproduce your *valuable papers* that are lost or damaged by a Covered Cause of Loss.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Valuable Papers shown on the Declarations.

g. Accounts Receivable

We will pay:

- 1) The 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 a loss;
- 4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from a Covered Cause of Loss to your records of accounts receivable.

We will also pay for loss or your reasonable expenses incurred if you have to remove accounts receivable to a place of safety in order to protect them from the threat of a Covered Cause of Loss.

Accounts Receivable are amounts owed to you by those you do business with in operating your business.

If you recover any amounts after we have paid you for a loss, you have to turn those amounts to us until we have been repaid. You must help us collect amounts owed to you if we ask for your help.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Accounts Receivable shown on the Declarations.

h. Tower Tuning

We will pay for the costs to tune or retune covered transmission towers that are made necessary by a loss from a Covered Cause of Loss.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Tower Tuning shown on the Declarations.

i. Newly Acquired Equipment

We will cover equipment of a type already covered that you acquire after this policy has taken effect for up to 60 days after you acquire it or until the policy ends, whichever is sooner. Newly acquired equipment does not include equipment of others you borrow.

You agree to notify us as soon as possible of the value of newly acquired equipment and to pay any additional premium that may be due from the date you acquire it.



Until you report the newly acquired equipment to us, the most we will pay for *loss* in any one *occurrence* for each piece of newly acquired equipment is the Sub-limit of Insurance for newly acquired equipment shown on the Declarations.

j. Consulting Engineers

We will pay the costs of conducting investigations by consulting engineers into the repair and replacement of Covered Property after a Covered Cause of Loss that exceeds the deductible amount shown on the Declarations.

The most we will pay for loss in any one occurrence is the Sub-limit of Insurance for Consulting Engineers shown on the declarations.

k. Fire Protection Services

We will pay the actual expense you incur to recharge or refill any fire protection device discharged in an attempt to save or protect Covered Property from *loss* by fire or explosion.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Fire Protection Services shown on the Declarations.

l. Theft Damage to Buildings

We will pay for *loss* caused directly by theft or attempted theft to any part of a building containing Covered Property or equipment within the building used to maintain or service the building. You must own or be legally liable for damage to the building.

This Additional Coverage does not include *loss* to glass.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Theft Damage to Buildings shown on the Declarations.

m. Removal

If it is necessary to remove Covered Property from a covered location to preserve it from *loss* by a Covered Cause of Loss, we will pay for direct physical *loss* to that property while it is being moved or while temporarily stored at another location.

You must tell us about the removal within ten (10) days of first moving such property or else no coverage will apply to the removed property.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance shown on the Supplemental Declarations for the covered location from which Covered Property was removed.

We will also pay up to Sub-limit of Insurance shown on the Declarations for necessary expenses incurred as a result of moving the Covered Property to a temporary location.

B. Exclusions

1. We will not pay for *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 from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct *loss* caused by that 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; or
- 3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Pollution

Loss caused by or resulting from the presence, release, discharge or dispersal of *pollutants*.

e. Flood

f. Earth Movement

Exclusions **B.1.a.** through **B.1.f.** apply whether or not the *loss* event results in widespread damage or affects a substantial area.

2. We will not pay for *loss* caused by or resulting from the following:

- a. Delay, loss of market, loss of use or consequential loss of any kind;
- b. Unexplained disappearance;
- c. Shortage found upon taking inventory;
- d. Corrosion or rust;
- e. Dishonest or criminal act committed by:
 - 1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - 2) A manager or a member if you are a limited liability company;
 - 3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - 4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- f. Your failure to use all reasonable means to save and preserve property from further damage at and after the time of *loss*;



- g. Wear and tear, inherent vice, hidden or latent defect, gradual deterioration, depreciation, rust, corrosion, contamination; wet or dry rot; but we will pay for hidden or latent defect if it results in the partial or total collapse of a tower;
- h. Processing or any work upon Covered Property if the *loss* is a direct result of the work, alteration or repair;
- i. Marring, chipping, denting or scratching;
- j. Mechanical breakdown unless it results in the collapse of a tower;
- k. Electrical breakdown unless it emanates from an uncovered location;
- l. Faulty design, workmanship, materials, manufacturer or installation of any Covered Property;
- m. Programming errors or faulty instructions to data processing equipment
- n. Dampness or humidity, extremes or changes of temperature;
- o. Rain, sleet, snow, or hail, all whether driven by wind or not, to property stored in the open;
- p. Theft from an unattended vehicle unless at the time of loss its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. This exclusion does not apply to carriers for hire;
- q. Intentional acts by you or any named insured that are intended to cause damage or destruction.

C. Limits of Insurance

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

The aggregate Sub-limits of Insurance on the Declarations for the perils of Flood, Earth Movement and Named Windstorm are the most we will pay in any one occurrence and during a policy year for all coverage(s) and coverage extensions, including Business Income and Extra Expense, in or endorsed on this policy.

The aggregate Sub-limit of Insurance shown on the Declarations for Pollutant Clean Up is the most we will pay in any one occurrence and during a policy year.

The existence of one or more Additional Insureds will not increase any Limit or Sub-limit of Insurance.

D. Deductible

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* exceeds the applicable deductible shown on the Declarations and/or any endorsements to this policy. We will then pay the amount of the adjusted *loss* in excess of the deductible up to the applicable Limit of Insurance.

If more than one deductible amount applies in a single *occurrence*, we will adjust *loss* in excess of the highest deductible amount.

If a percentage amount is shown for the deductible(s) of Earth Movement, Flood and Named Windstorm, the percentage shall be applied against the *values at risk at time of loss*.

The deductible for Business Income, if this coverage is attached to this policy, always applies in addition to the deductible(s) shown on the Declarations for this coverage form.

E. Additional Conditions



1. **Tower Alteration Exclusion:** Unless we agree to it in writing, if the character, design, construction of a tower is materially altered or changed during the policy period, coverage on the tower(s) is excluded. However, this exclusion shall not apply if the change is temporary, you report the change to us immediately, and pay an additional premium, if required.
2. **Tower Maintenance Warranty:** You must maintain towers, antennas, dishes, guy wires, and other property attached to a tower in good working order and a proper state of repair. If you do not, we will not pay for *loss* caused by or resulting from collapse or partial collapse.

3. Valuation:

Replacement Cost

The most we will pay for *loss* to Covered Property that you repair or replace, is the least of the following:

- a. The Limit of Insurance for the lost or damaged Covered Property;
- b. The cost to replace the lost or damaged Covered Property, without deduction for depreciation, with new property of comparable quality and utility at the same location;
- c. The amount you actually spend to repair or replace the lost or damaged Covered Property.

Replacement Cost will not apply until you actually repair or replace the Covered Property. The repairs or replacement must be made within one year of the date of *loss*.

If the Replacement Cost condition above does not apply, we will use *Actual Cash Value* valuation and pay you the least of the following:

- a. The Limit of Insurance for the lost or damaged Covered Property;
- b. The amount which you actually spend to repair or replace the damaged or destroyed Covered Property with property of the same kind or quality;
- c. The property's *actual cash value* at the time of *loss*.

4. Coinsurance

You agree to keep Covered Property insured for the percentage amount shown on the Declarations. If you do not, you will incur a penalty in the event of a loss.

The penalty is that we will pay only that portion of a loss that the Limit of Insurance for the item or items involved in the loss bears to the actual cash value of the item or items as of the date of loss.

F. Definitions

1. *Actual Cash Value* means the replacement cost at the time of *loss*, of the property damaged or destroyed, less depreciation.
2. *Loss* means accidental loss or damage.
3. *Pollutants* means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



4. *Earth Movement* means earthquake, landslide, mudslide, mudflow, volcanic eruption, mine subsidence or earth sinking, rising, or shifting (other than *sinkhole collapse*) but earth movement does not mean settling, shrinking, subsidence, expansion, or contraction.
5. *Flood* means a general and temporary condition during which the surface of normally dry land is partially or completely inundated, which arises from:
 - a. Rain or resultant runoff;
 - b. The overflow or breach of any boundary of a natural or man-made body of water; or
 - c. Waves, tides, tidal waves or movements, storm surge, tsunami, or spray from any of these,
whether driven by wind or not.

Flood does not mean the accumulation of water from any source on a roof or other surface of a building, dwelling or structure.

6. *Occurrence* means all *loss* attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident first occurring in the policy period. All such *loss* will be treated as one occurrence irrespective of the period of time or area over which such loss occurs, unless a specific period of time is included in this policy. The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown on the Declarations.

Each physical *loss* caused by earth movement and/or flood, if these are covered perils, will constitute a single *occurrence*. If more than one earth movement and/or flood occurs within any period of (72) hours during the term of this policy, you may elect the moment when the (72) hours of coverage will begin.

We will not pay for *loss* caused by or resulting from any earth movement or flood first occurring before the inception date and time of this policy, or for any *loss* first occurring after the expiration date and time of this policy.

7. *Valuable Papers* means inscribed, printed or written documents, manuscripts or records including abstracts, books, deeds, drawings, films, maps, or mortgages.

But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

8. *Studio equipment* means television cameras, broadcast or technical equipment, projectors and other equipment, including film, tape, record libraries customarily used in a studio.
9. *Named Windstorm* means any windstorm or weather disturbance assigned a name by the National Weather Service, Insurance Service Offices, or any other recognized meteorological authority.
10. *Values at risk at time of loss* means the value of all Covered Property, at the locations damaged in the *loss*, on the date of *loss*.

BROADCAST MEDIA ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

RADIO AND TELEVISION BROADCASTER COVERAGE FORM

A. Coverage

We will pay the cost of restoring, researching, replacing or reproducing your *broadcast media* caused by or resulting from a Covered Cause of Loss. This property may be your property or the property of others in your care, custody and control.

The following exclusions apply to the coverage provided by this endorsement in addition to the exclusions in the Radio and Television Broadcaster Coverage Form:

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

1. Fogging or the use of faulty materials (including cameras), faulty sound equipment or tracks;
2. Faulty developing, faulty editing. Faulty processing or faulty manipulating by the cameraperson or any assistants;
3. Accidental exposure to light, deterioration, or humidity;
4. Intentional destruction of duplicate work prints, offshoots, backup tapes or retakes;
5. Exposure of videotape and videotape recordings to magnetic or electrical fields (other than in connection with the recording or reproduction of such videotape recordings) or cutting or physical editing, cueing or other laboratory work;
6. Delay in delivery of raw film or tape stock;
7. Errors in judgment in exposure, lighting or sound recording, or from the use of incorrect type of raw stock or tape.

B. Sub-limit of Insurance

The most we will pay for *loss* in any one *occurrence* to your *broadcast media* is \$ _____.

However, if you have scheduled a specific item or items with us, we will pay the amount shown on the schedule, subject to the deductible, up to the Sub-limit of Insurance shown above.

The Sub-limit of Insurance for this coverage is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

C. Deductible

The deductible amount applicable to this coverage is \$ _____.

D. Valuation

In the event of a *loss* from a Covered Cause of Loss to the property insured by this endorsement, we will pay the actual cost of restoring, reproducing or replacing Covered Property. But if you don't restore, reproduce or replace Covered Property, the most we will pay you is the cost of blank material on which the Covered Property was recorded.

E. Incompatibility of Broadcast Media

The coverage provided by this endorsement is extended to cover the costs to:

1. Modify projectors, editing equipment, sound equipment, or audio and visual equipment; or
2. Replace broadcast media in order to achieve compatibility;

If as a result of a *loss* by a Covered Cause of Loss to Covered Property, the replacement equipment is incompatible with the *broadcast media*.

F. Definitions

The following is added to the Definitions:

Broadcast media means exposed motion picture film (developed and undeveloped) sound, audio, or video tapes, discs and cassettes, color transparencies, slides, library stock and stock footage.

All other terms and conditions remain unchanged.

BROADCASTING PROPERTY – TOWER COLLAPSE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

RADIO AND TELEVISION BROADCASTER COVERAGE FORM

A. Coverage

We will pay for *loss* to transmission and studio buildings and their furniture and fixtures caused by or resulting from collapse of a tower.

But we will not pay for *loss* to the property described above if the *loss* is caused by or results from:

1. fire or lightning;
2. windstorm or hail;
3. vehicles or aircraft;
4. explosion; or
5. riot, civil commotion, vandalism or malicious mischief.

B. Sub-limit of Insurance

The most we will pay for *loss* in any one *occurrence* from tower collapse is \$ _____ .

The Sub-limit of Insurance for this coverage is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

C. Deductible

The deductible amount applicable to this coverage is \$ _____ .

All other terms and conditions remain unchanged.

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

RADIO AND TELEVISION BROADCASTER COVERAGE FORM

A. Coverage

1. Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary *suspension* of your *operations* during the *period of restoration*. The *suspension* must be caused by direct physical *loss* to Covered Property at a covered location and for which a Business Income Limit of Insurance is shown in the Declarations or Supplemental Declarations. The *loss* must be caused by or result from a Covered Cause of Loss.

If you occupy only part of the site of a covered location, covered location means:

- a. The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the covered location is located, if that area services or is used to gain access to the covered location.

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

2. Extra Expense

- a. Extra Expense coverage is provided at the location(s) described on the Declarations or Supplemental Declarations only if the Declarations or Supplemental Declarations show that Business Income coverage applies at that location.
- b. Extra Expense means necessary and reasonable expenses you incur during the *period of restoration* that you would not have incurred if there had been no direct physical *loss* to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- 1) Avoid or minimize the *suspension* of business and to continue operations at the described location or at replacement location or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- 2) Minimize the *suspension* of business if you cannot continue *operations*.

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of *loss* that otherwise would have been payable under this Coverage Form.

3. Business Income and Extra Expense Extensions

We will pay for your actual loss of Business Income you sustain and the Extra Expense you incur due to direct physical *loss* to the property of a public utility that supplies you with power or communications services. But this does not include *loss* to overhead cable or wires off of a covered location.

We will pay for your actual loss of Business Income you sustain and the Extra Expense you incur due to direct physical *loss* at a covered location even if the direct physical *loss* by a Covered Cause of Loss occurred to real and personal property at another covered location.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a *suspension of operations* is caused by destruction or corruption of electronic data, or any *loss* to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a *suspension of operations* caused by destruction or corruption of electronic data, or any *loss* to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- c. 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.

5. Additional Coverages

a. Civil Authority

We will pay for the actual loss of Business Income you sustain and the necessary and reasonable Extra Expense you incur caused by action of civil authority that prohibits access to a covered location due to direct physical *loss* to property, other than at the covered location, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 30 days after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- 1) 30 days after the time of that action; or
 - 2) When your Business Income coverage ends;
- whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur due to direct physical *loss* at a covered location caused by or resulting from any Covered Cause of Loss to:

- 1) New buildings or structures, whether complete or under construction;
- 2) Alterations or additions to existing buildings or structures; and
- 3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - a) Used in the construction, alterations or additions; or
 - b) Incidental to the occupancy of new buildings.

If such direct physical *loss* delays the start of *operations*, the *period of restoration* for Business Income Coverage will begin on the date *operations* would have begun if the direct physical *loss* had not occurred.

c. Extended Business Income

If the necessary *suspension* of your *operations* produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- 1) Begins on the date property is actually repaired, rebuilt or replaced and *operations* are resumed; and
- 2) Ends on the earlier of:
 - a) The date you could restore your *operations*, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical *loss* had occurred; or
 - b) 30 consecutive days after the date determined in (1) (a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical *loss* at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- 1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.
- 2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a *suspension of operations* caused by an interruption in computer operations due to *loss* or corruption of electronic data due to a Covered Cause of Loss.
- 3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are limited to the *specified causes of loss* as defined in the Definitions.
- 4) The *specified causes of loss* include a virus, harmful 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 there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- 5) The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$25,000 for all *loss* sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for *loss* 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. 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.
- 6) This Additional Coverage – Interruption in Computer Operations does not apply to *loss* sustained or expense incurred after the end of the *period of restoration*, even if the amount of insurance stated in (5) above has not been exhausted.

e. Newly Acquired Locations

- 1). You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- 2). The most we will pay for *loss* under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- 3) Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - a) This policy expires;
 - b) 30 days expire after you acquire or begin to construct the property; or
 - c) You report values to us.

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

B. Additional Exclusions

The following exclusions apply in addition to the exclusions found in the coverage form to which this endorsement is attached.

We will not pay for loss of Business Income or for any Extra Expense from any of additional exclusions:

1. Loss to a satellite or satellite communication system that supplies you with service.
2. Any increase of loss caused by or resulting from:
 - a. 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
 - b. 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* and any extension of the *period of restoration* in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
3. Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the *period of restoration*.
4. Any other consequential *loss*.

C. Limits of Insurance

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

D. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of *loss*, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
- If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of *loss*:
 - 1) Notify the police if a law may have been broken.
 - 2) Give us prompt notice of the direct physical *loss*. Include a description of the property involved.
 - 3) As soon as possible, give us a description of how, when, and where the direct physical *loss* occurred.
 - 4) Take all reasonable steps to protect the Covered Property from further *loss*, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent *loss* resulting from a cause of *loss* that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - 5) As often as may be reasonably required, permit us to inspect the property proving the *loss* and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - 6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - 7) Cooperate with us in the investigation or settlement of the claim.
 - 8) If you intend to continue your business, you must resume all or part of your *operations* as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - 1) The Net Income of the business before the direct physical *loss* occurred;
 - 2) The likely Net Income of the business if no physical *loss* 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;
 - 3) The operating expenses, including payroll expenses, necessary to resume *operations* with the same quality of service that existed just before the direct physical *loss*; and
 - 4) Other relevant sources of information, including:
 - a) Your financial records and accounting procedures;
 - b) Bills, invoices and other vouchers; and
 - c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:

- 1) All expenses that exceed the normal operating expenses that would have been incurred by *operations* during the *period of restoration* if no direct physical *loss* had occurred. We will deduct from the total of such expenses:
 - a) The salvage value that remains of any property bought for temporary use during the *period of restoration*, once *operations* are resumed; and
 - b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- 2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption of Operations

We will reduce the amount of your:

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

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

F. Definitions

The following are added to the Definitions:

1. *Operations* means: your business activities occurring at a covered location; and
2. *Period of Restoration* means the period of time that:
 - a. Begins:
 - 1) 30 days after the time of direct physical *loss* for Business Income coverage; or
 - 2) Immediately after the time of direct physical *loss* for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
 - 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; or
 - 2) The date when business is resumed at a new permanent location.

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

- 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2) 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 cut short the *period of restoration*.

3. *Suspension* means the slowdown or cessation of your business activities.

4. *Specified Causes of Loss* means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; falling objects; weight of snow, ice or sleet; water damage.
- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - 1) The cost of filling sinkholes; or
 - 2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include *loss* to:
 - 1) Personal property in the open; or
 - 2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) , that is located on the described premises and contains water or steam.

All other terms and conditions remain unchanged.

BUSINESS INCOME ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

RADIO AND TELEVISION BROADCASTER COVERAGE FORM

A. Coverage

1. Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary *suspension of operations* during the *period of restoration*. The *suspension* must be caused by direct physical loss to Covered Property at a covered location described on the Declarations or Supplemental Declarations and for which a Business Income Limit of Insurance is shown in the Declarations or Supplemental Declarations. The *loss* must be caused by or result from a Covered Cause of Loss.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at a covered location, covered location means:

- a. The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the covered location is located, if that area services, or is used to gain access to, the covered location.

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

2. Business Income Extensions

We will pay for your actual loss of Business Income you sustain:

- a. Due to direct physical *loss* to the property of a public utility that supplies you with power or communications services. But this does not include *loss* to overhead cable or wires off of a covered location.
- b. At a covered location even if the direct physical *loss* by a Covered Cause of Loss occurred to real and personal property at another covered location.

3. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- 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.

4. Additional Coverages

a. Expenses To Reduce Loss

In the event of a covered loss of Business Income, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of Business Income. The total of our payment for Business Income loss and Expenses to Reduce Loss will not be more than the Business Income loss that would have been payable under this Coverage Form (after application of any Coinsurance penalty) if the Expenses to Reduce Loss had not been incurred. This coverage does not increase the Limit of Insurance.

The Coinsurance condition does not apply specifically to such Expenses to Reduce Loss, but it is used as described above to determine the total amount payable.

b. Civil Authority

We will pay for the actual loss of Business Income you sustain caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at a covered location, caused by or resulting from any Covered Cause of Loss.

This coverage begins 72 hours after the time of that action, and will apply for a period of up to three consecutive weeks from the date on which the coverage begins.

c. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain due to direct physical loss at a covered location caused by or resulting from any Covered Cause of Loss to:

- 1) New buildings or structures, whether complete or under construction;
- 2) Alterations or additions to existing buildings or structures; and
- 3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - a) Used in the construction, alterations or additions; or
 - b) Incidental to the occupancy of new buildings.

If such direct physical loss delays the start of *operations*, the *period of restoration* will begin on the date *operations* would have begun if the direct physical loss or damage had not occurred.

d. Extended Business Income

If the necessary *suspension* of your *operations* produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- 1) Begins on the date property is actually repaired, rebuilt or replaced and *operations* are resumed; and
- 2) Ends on the earlier of:
 - a) The date you could restore your *operations*, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - b) 30 consecutive days after the date determined in (1) (a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

e. Interruption Of Computer Operations

- 1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.
- 2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a *suspension of operations* caused by an interruption in computer operations due to *loss* or corruption of electronic data due to a Covered Cause of Loss.
- 3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are limited to the *specified causes of loss* as defined in the Definitions.
- 4) The *specified causes of loss* include a virus, harmful 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 there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- 5) The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$25,000 for all *loss* sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for *loss* 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. 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.
- 6) This Additional Coverage – Interruption in Computer Operations does not apply to *loss* sustained or expense incurred after the end of the *period of restoration*, even if the amount of insurance stated in (5) above has not been exhausted.

d. Newly Acquired Locations

- 1). You may extend your Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- 2). The most we will pay for *loss* under this Extension, for the sum of Business Income loss is \$100,000 at each location.
- 3). Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - a) This policy expires;
 - b) 30 days expire after you acquire or begin to construct the property; or
 - c) You report values to us.

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

B. Additional Exclusions

The following exclusions apply in addition to the exclusions found in the coverage form to which this endorsement is attached.

We will not pay for loss of Business Income from any of additional exclusions:

1. Loss to a satellite or satellite communication system that supplies you with service.
2. Any increase of loss caused by or resulting from:

- a. 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
 - b. 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* and any extension of the *period of restoration* in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
3. Any other consequential *loss*.

C. Limits Of Insurance

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

D. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of *loss*, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of *loss*:
 - 1) Notify the police if a law may have been broken.
 - 2) Give us prompt notice of the direct physical *loss*. Include a description of the property involved.
 - 3) As soon as possible, give us a description of how, when, and where the direct physical *loss* occurred.
 - 4) Take all reasonable steps to protect the Covered Property from further *loss*, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent *loss* resulting from a cause of *loss* that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - 5) As often as may be reasonably required, permit us to inspect the property proving the *loss* and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - 6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - 7) Cooperate with us in the investigation or settlement of the claim.

- 8) If you intend to continue your business, you must resume all or part of your *operations* as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - 1) The Net Income of the business before the direct physical *loss* occurred;
 - 2) The likely Net Income of the business if no physical *loss* 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;
 - 3) The operating expenses, including payroll expenses, necessary to resume *operations* with the same quality of service that existed just before the direct physical *loss*; and
 - 4) Other relevant sources of information, including:
 - a) Your financial records and accounting procedures;
 - b) Bills, invoices and other vouchers; and
 - c) Deeds, liens or contracts.

b. Resumption Of Operations

We will reduce the amount of your Business Income loss to the extent you can resume your *operations*, in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

- c. 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. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

F. Definitions

The following are added to the Definitions:

1. *Operations* means: your business activities occurring at a covered location; and
2. *Period of Restoration* means the period of time that:
 - a. Begins 30 days after the time of direct physical *loss* for Business Income coverage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - 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; or
 - 2) The date when business is resumed at a new permanent location.

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

- 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2) 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 cut short the *period of restoration*.

3. *Suspension* means the slowdown or cessation of your business activities.
4. *Specified Causes of Loss* means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - 1) The cost of filling sinkholes; or
 - 2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include *loss* to:
 - 1) Personal property in the open; or
 - 2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) , that is located on the described premises and contains water or steam.

All other terms and conditions remain unchanged.

ELECTRICAL APPARATUS BREAKDOWN COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <div style="text-align: center;">to</div>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

RADIO AND TELEVISION BROADCASTER COVERAGE FORM

A. Coverage

We will pay for *loss to electrical apparatus* at a station listed on the Declarations or Supplemental Declarations resulting from a covered *accident*.

The following property is added to Property Not Covered for the coverage provided by this endorsement:

1. refrigeration, heating or air conditioning systems;
2. computers or other electronic data processing equipment;
3. vacuum tubes, gas tubes or brush;
4. heating devices or heating elements except de-icing systems;
5. mobile or portable equipment.

The following additional exclusions are added to Paragraph B.2. of the Radio and Television Broadcaster Coverage Form for the coverage provided by this endorsement:

1. the functioning of any safety device or protective device;
2. the breakdown of any electrical apparatus while undergoing any form of testing or is being dried out.

B. Sub-limit of Insurance

The most we will pay for *loss* in any one *occurrence* for an *accident to electrical apparatus* is \$ _____.

The Sub-limit of Insurance shown above is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

C. Deductible

The deductible amount applicable to this coverage is \$ _____.

D. Definitions

The following are added to the Definitions:

1. *Electrical apparatus* means any electrical machine or equipment commonly used in radio or television broadcast operations for the generation, transmission or utilization of electrical power.
2. *Accident* means the sudden and accidental physical damage to *electrical apparatus* resulting from electrical current or mechanical breakdown. The damage must manifest itself at the time of its *occurrence* and necessitate repair or replacement of the *electrical apparatus* or any part of the *electrical apparatus*. If an *accident* causes other *accidents*, all will be considered a single *accident*. All *accidents* at any single location that manifest themselves at the same time and are the result of the same cause will be consider a single *accident*.

All other terms and conditions remain unchanged.

EXTRA EXPENSE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

RADIO AND TELEVISION BROADCASTER COVERAGE FORM

A. Coverage

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss to Covered Property at a location described on the Declarations and for which an Extra Expense Limit of Insurance is shown on the Declarations. The loss must be caused by or result from a Covered Cause of Loss. With respect to *loss* to personal property in the open or personal property in a vehicle, the covered location includes the area within 100 feet of the site.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which Covered Property is located, your location means the portion of the building which you rent, lease or occupy; and any area within the building or on the site at the covered location, if that area services, or is used to gain access to the covered location.

1. Extra Expense

Extra Expense means necessary expenses you incur during the *period of restoration* that you would not have incurred if there had been no direct physical loss to Covered Property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

- a. Avoid or minimize the *suspension* of business and to continue *operations* at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- b. Minimize the *suspension* of business if you cannot continue *operations*.

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

2. Extra Expense Extensions

We will pay for the Extra Expense you incur:

- a. Due to direct physical *loss* to the property of a public utility that supplies you with power or communications services. But this does not include *loss* to overhead cable or wires off of a covered location.
- b. At a covered location even if the direct physical *loss* by a Covered Cause of Loss occurred to real and personal property at another covered location.

3. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a *suspension of operations* caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- 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.

4. Additional Coverages

a. Civil Authority

We will pay for the actual and necessary Extra Expense you incur caused by action of civil authority that prohibits access to a covered location due to direct physical loss to property, other than at a covered location, caused by or resulting from any Covered Cause of Loss. This coverage will apply for a period of up to three consecutive weeks from the date of that action.

b. Alterations And New Buildings

We will pay for the actual and necessary Extra Expense you incur due to direct physical loss at a covered location caused by or resulting from any Covered Cause of Loss to:

- 1) New buildings or structures, whether complete or under construction;
- 2) Alterations or additions to existing buildings or structures; and
- 3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - a) Used in the construction, alterations or additions; or
 - b) Incidental to the occupancy of new buildings.

c. Interruption Of Computer Operations

- 1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.
- 2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Extra Expense to apply to a *suspension of operations* caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.
- 3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are limited to the *specified causes of loss* as defined in the Definitions.
- 4) The *specified causes of loss* include a virus, harmful 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 there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- 5) The most we will pay under this Additional Coverage – Interruption Of Computer Operations is \$25,000 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained 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. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.
- 6) This Additional Coverage – Interruption Of Computer Operations does not apply to loss sustained after the end of the *period of restoration*, even if the amount of insurance stated in 4) above has not been exhausted.

d. Newly Acquired Locations

- 1) You may extend your Extra Expense Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- 2) The most we will pay for loss under this Additional Coverage is \$100,000 at each location.
- 3) Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - a) This policy expires;
 - b) 30 days expire after you acquire the property; or
 - c) You notify us of how you want this coverage to apply to that location.

We will charge you additional premium from the date you acquire the property.

B. Additional Exclusions

The following exclusions apply in addition to the exclusions found in the coverage form to which this endorsement is attached.

We will not pay for any Extra Expense from any of the additional exclusions:

1. Loss to a satellite or satellite communication system that supplies you with service.
2. Any increase of loss caused by or resulting from:
 - a. 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
 - b. 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* and any extension of the *period of restoration* in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
3. Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the *period of restoration*.
4. Any other consequential loss.

C. Limits Of Insurance

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

The limits of insurance for Extensions and Additional Coverages are part or and not in addition to the Extra Expense Limit of Insurance shown on the Declarations or Supplemental Declarations.

D. Deductible

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* exceeds the applicable deductible shown on the Declarations and/or any endorsements to this policy. We will then pay the amount of the adjusted *loss* in excess of the deductible up to the applicable Limit of Insurance. You always remain responsible for payment of the deductible.

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions.

1. Appraisal

If we and you disagree on the amount of *loss*, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.
If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of *loss*:
- 1) Notify the police if a law may have been broken.
 - 2) Give us prompt notice of the direct physical *loss*. Include a description of the property involved.
 - 3) As soon as possible, give us a description of how, when, and where the direct physical *loss* occurred.
 - 4) Take all reasonable steps to protect the Covered Property from further *loss*, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent *loss* resulting from a cause of *loss* that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - 5) As often as may be reasonably required, permit us to inspect the property proving the *loss* and examine your books and records.
Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - 6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - 7) Cooperate with us in the investigation or settlement of the claim.
 - 8) If you intend to continue your business, you must resume all or part of your *operations* as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Extra Expense will be determined based on:
- 1) All expenses that exceed the normal operating expenses that would have been incurred by *operations* during the *period of restoration* if no direct physical *loss* had occurred. We will deduct from the total of such expenses:
 - a) The salvage value that remains of any property bought for temporary use during the *period of restoration*, once *operations* are resumed; and
 - b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - 2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

b. Resumption Of Operations

We will reduce the amount of your Extra Expense loss to the extent you can return *operations* to normal and discontinue such Extra Expense.

- c. 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. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

F. Definitions

The following are added to the Definitions:

1. *Operations* means: your business activities occurring at a covered location; and
2. *Period of Restoration* means the period of time that:
 - a. Begins immediately after the time of direct physical *loss* for Extra Expense coverage caused by or resulting from any Covered Cause of Loss; and
 - 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; or
 - 2) The date when business is resumed at a new permanent location.

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

- 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2) 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 cut short the *period of restoration*.

3. *Suspension* means the slowdown or cessation of your business activities.
4. *Specified Causes of Loss* means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - 1) The cost of filling sinkholes; or
 - 2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include *loss* to:
 - 1) Personal property in the open; or
 - 2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) , that is located on the described premises and contains water or steam.

All other terms and conditions remain unchanged.



RADIO AND TELEVISION BROADCASTER DECLARATIONS

Policy Number:
Named Insured and Mailing Address:

Company Name:
Producer's Name & Address

I. General Policy Information

Business Description:

When Coverage Begins:

12:01a.m. Local Time at Named
Insured's address

When Coverage Ends:

12:01a.m. Local Time at Named
Insured's address

In return for the payment of premium and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in the policy.

II. Limits of Insurance

Occurrence Limit of Insurance

The most we will pay for all *loss* resulting from all Covered Causes of Loss in any one *occurrence* is: \$

Sub-limits of Insurance

The sub-limits of insurance below are part of, and not in addition to the Occurrence Limit of Insurance shown above.

Extensions of Coverage

Sub-limits of Insurance

Debris Removal	\$10,000
Newly Acquired Equipment	\$250,000
Pollutant Clean Up	\$10,000
Fire Department Service Charge	\$10,000
Fire Protection Services	\$25,000
Expediting Expenses	\$25,000
Removal	\$25,000
Tuning of Towers	\$25,000
Theft Damage to Buildings	\$25,000



Sub-limits of Insurance

Loss Data Preparation Costs	\$25,000
Consulting Engineers	\$100,000
Valuable Papers and Records	\$100,000
Accounts Receivable	\$100,000
Business Income	\$
Extra Expense	\$
Business Income and Extra Expense combined	\$
Extended period of Indemnity	30 Days

Aggregate Sub-limits of Insurance

If a Sub-limit of Insurance is shown below for the peril(s) of Flood or Earth Movement, the exclusion(s) for the specific peril(s) contained in the Radio and Television Broadcaster Coverage Form is(are) deleted. The aggregate Sub-limits of Insurance below are the most we will pay for loss caused by or resulting from the perils of Flood, Earth Movement or Named Windstorm in any one occurrence and during the policy term.

Sub-limits of Insurance

Flood	Per Occurrence	\$
	Annual Aggregate	\$
Earth Movement	Per Occurrence	\$
	Annual Aggregate	\$
Named Windstorm	Per Occurrence	\$
	Annual Aggregate	\$

III. Premium

Premium	\$
Minimum Premium	\$

IV. Deductible

The deductible applicable to all losses except as shown below	\$
The deductible applicable to	\$
Flood	%
Minimum amount	\$



Earth Movement			%
	Minimum Amount	\$	
Named Windstorm			%
	Minimum Amount	\$	
Business Income			30 Days

V. Coinsurance

Coinsurance Amount Applicable to Property			%
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VI. Attached Forms

These declarations, the forms attached and all endorsements attached and issued on or after the effective date constitute the Policy.

Date:

Authorized Representative



RADIO AND TELEVISION BROADCASTER SUPPLEMENTAL DECLARATIONS

SCHEDULE OF LOCATIONS AND COVERAGES

Policy Number:
Named Insured

Company Name:
Producer's Name

II. Sub-Limits of Insurance (continued)

The Sub-limits of Insurance below are part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

Locations

Location 1 Address:

Sub-limits of Insurance

Transmitting, Receiving and Studio Equipment	\$
Theatrical Property	\$
Transmission Towers	\$
Mobile Broadcasting Equipment	\$
Mobile Broadcasting Vehicles	\$

Location 2 Address:

Transmitting, Receiving and Studio Equipment	\$
Theatrical Property	\$
Transmission Towers	\$
Mobile Broadcasting Equipment	\$
Mobile Broadcasting Vehicles	\$

Location 3 Address:

Transmitting, Receiving and Studio Equipment	\$
Theatrical Property	\$
Transmission Towers	\$
Mobile Broadcasting Equipment	\$
Mobile Broadcasting Vehicles	\$



Other Coverages

Sub-limits of Insurance

Covered Property in transit

\$

Unnamed location

\$

Refer to the Declarations for other Limits and Sub-limits of Insurance.



VIDEO & FILMMAKERS COVERAGE FORM

General Information

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 the insurance.

Other words and phrases that appear in italics have special meanings. Refer to the DEFINITIONS section in this Coverage Form.

A. Coverage

We will pay for direct physical *loss* to Covered Property from any of the Covered Causes of Loss. This property may be your property or the property of others in your care, custody or control.

The Declarations show which of the following types of property coverage you have purchased.

1. Covered Property as used in this Coverage Form means:

- a. Production Equipment meaning your production equipment or the production equipment of others that you are responsible for while such property is used or intended to be used in connection with any covered *production*. Production equipment includes cameras, camera equipment, sound and lighting equipment; portable electrical equipment and generators, mechanical effects equipment, grip equipment, mobile dressing room and honey wagon trailer units, and other similar production equipment.

But Production Equipment does not include:

- 1) Film, video tracks or sound tracks;
 - 2) Props, sets, scenery, costumes, wardrobe and similar theatrical property;
 - 3) Buildings and other structures, furniture and fixtures, improvements and betterments;
 - 4) Aircraft, watercraft, railroad engines, cars and equipment
 - 5) Motor vehicles licensed for highway use, mobile equipment vans, studio location units, motor homes, motorcycles;
- b. Props, Sets, Scenery, Costumes, Wardrobe meaning your props, sets, scenery, costumes, wardrobes and other similar theatrical property or the props, sets, scenery, costumes, wardrobe and similar theatrical property of others that you are responsible for provided such property is used or is intended to be used in connection with any covered *production*.



But Props, Sets, Scenery, Costumes, Wardrobes, and other similar theatrical property do not include:

- 1) Production equipment;
 - 2) Plants, unless used as part of a set, and animals;
 - 3) Buildings or structures, including improvements and betterments. But this exclusion does not apply to building or structures used as props and sets and intended to be used in or with a covered *production*;
 - 4) Furniture or fixtures. But this exclusion does not apply to furniture or fixtures used or intended to be used as part of a theatrical set for a covered *production*;
 - 5) Aircraft, watercraft, railroad engines, cars and equipment, motorcycles, motor vehicles, or other conveyances. But this exclusion does not apply to aircraft, watercraft, railroad engines, cars and equipment, motorcycles, motor vehicles or other conveyances while being used as part of the theatrical set and not in motion, or except while in transit to or from a set and not self-propelled;
 - 6) Film, videotape or soundtracks, unless used as a prop on a theatrical set
- c. Negative Film and Videotape meaning raw film or tape stock; exposed film (developed or undeveloped); videotape, matrices, lavenders, interpositives, positives, working prints, cutting copies, fine grain prints, color transparencies, or cels; art work and drawings; related materials used to generate computer images; and soundtracks and tapes, while used or intended to be used in connection with any covered *production*.

But negative Film and Videotape does not include back-up tapes, cut-outs, unused footage or library stock

Coverage for Negative Film and Videotape shall continue until the earliest of:

- 1) The date on which a protection print and/or duplicate tape has been completed and stored in any area physically separated from the original negative or tape;
- 2) 30 days after completion of post production;
- 3) Until the expiration date of the policy; or
- 4) The date this policy is cancelled.

2. Property Not Covered

The following excluded property applies to all types of Covered Property:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes, securities;
- b. Jewelry, precious or semi-precious stones and metals, watches, furs; fine arts and antiques; bullion, except as provided in the Automatic Extensions of Coverage;
- c. Plants, except as may be covered as sets, props or scenery and intended for use in a covered production, or animals;
- d. Contraband or property in the course of illegal trade or transportation;
- e. Land or water;
- f. Real and Personal Property including Business Income and Extra Expense.

3. Covered causes of Loss

This policy covers risks of direct physical *loss* to the Covered Property, except those causes of *loss* listed in the Exclusions.



4. Extensions of Coverage

The Sub-limit of Insurance for each Automatic Extension of Coverage is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

a. Debris Removal Expense

We will pay your expenses to remove debris of covered property after a *loss*. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical *loss* or within 180 days of the end of this policy, whichever comes first.

The most we will pay for Debris Removal Expenses in any one *occurrence* is the Sub-limit of Insurance shown on the Declarations.

Debris Removal does not apply to expense for:

- 1) The cost to extract *pollutants* from land, water or covered property
- 2) The cost to remove, restore or replace polluted land, water or covered property
- 3) The cost to transport polluted land, water or covered property to storage or decontamination sites

b. Pollutant Clean Up

We will pay your expenses to extract *pollutants* from land or water if the discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Coverage Extension does not apply to expenses to test for, monitor or assess the existence, concentration or effects of *pollutants*. But we will pay for testing which is performed in the course of extracting the *pollutants* from the land or water.

The most we will pay for the sum of all covered expenses for Pollutant Clean Up arising out of Covered Causes of Loss occurring during each separate 12 month period is the Sub-limit of Insurance shown on the Declarations.

c. Fire Department Service Charge

We will pay for fire department service charges when a fire department is called to save or protect Covered Property from a Covered Cause of Loss, when these services charges are:

- 1) Assumed by contract or agreement prior to *loss*; or
- 2) Required by local ordinance.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Fire Department Service Charges shown on the Declarations.

d. Expediting Expenses

We will pay the necessary and reasonable extra costs you incur to:



- 1) Make temporary repairs;
- 2) Expedite permanent repairs; and,
- 3) Expedite permanent replacement.;

of Covered Property from a Covered Cause of Loss.

We will not pay Expediting Expenses for the permanent repair or replacement of Covered Property if the expenses would be covered elsewhere in this Coverage Form.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Expediting Expenses shown on the Declarations.

e. Loss Data Preparation

We will pay the reasonable and necessary costs or expenses you incur to prepare *loss* data required by policy conditions after a *loss* by a Covered Cause of Loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered *loss*.

This Additional Coverage does not include costs or expenses for:

- 1) Public Adjusters or any firm or entity acting in the capacity of a public adjuster, including their employees, agents, or representatives;
- 2) Legal and paralegal fees;
- 3) Claim consultants, insurance brokers or agents, or any person acting on behalf of a claim consultant or insurance broker or agent;
- 4) Costs associated with the negotiation or presentation of any claim or part of a claim that we have told you is in dispute or that we have denied;
- 5) Costs or expenses which are your normal overhead or operating expense;
- 6) Costs or expenses associated with trying to establish that a claim or part of a claim is covered by the policy.

The most we will pay in any one *occurrence* is the amount for *loss* data preparation cost shown on the Declarations.

f. Valuable Papers

We will pay your costs to restore, research, replace or reproduce your *valuable papers* that are lost or damaged by a Covered Cause of Loss.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Valuable Papers shown on the Declarations.

g. Accounts Receivable

We will pay:

- 1) The 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 a loss;



- 4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from a Covered Cause of Loss to your records of accounts receivable.

We will also pay for loss or your reasonable expenses incurred if you have to remove accounts receivable to a place of safety in order to protect them from the threat of a Covered Cause of Loss.

Accounts Receivable are amounts owed to you by those you do business with in operating your business.

If you recover any amounts after we have paid you for a loss, you have to turn those amounts to us until we have been repaid. You must help us collect amounts owed to you if we ask for your help.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Accounts Receivable shown on the Declarations.

h. Personal Effects

We will pay for loss to personal effects belonging to anyone if the loss occurs at the site of a Covered Production. But we won't pay for loss to personal effects if the owner has other coverage for them.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Personal Effects shown on the Declarations.

i. Video & Filmmakers Media

We will pay the cost of reproducing your *video & filmmakers media* caused by or resulting from a Covered Cause of Loss while on a location belonging to you. This property may be your property or the property of others in your care, custody and control.

The following additional exclusions apply to the coverage provided by this Extension of Coverage:

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

- 1) Fogging or the use of faulty materials (including cameras), faulty sound equipment or tracks;
- 2) Faulty developing, faulty editing. Faulty processing or faulty manipulating by the cameraperson or any assistants;
- 3) Accidental exposure to light, deterioration, or humidity;
- 4) Intentional destruction of duplicate work prints, offshoots, backup tapes or retakes;
- 5) Exposure of videotape and videotape recordings to magnetic or electrical fields (other than in connection with the recording or reproduction of such videotape recordings) or cutting or physical editing, cueing or other laboratory work;
- 6) Delay in delivery of raw film or tape stock;
- 7) Errors in judgment in exposure, lighting or sound recording, or from the use of incorrect type of raw stock or tape.

In the event of a *loss* from a Covered Cause of Loss to *video & filmmakers media*, we will pay the actual cost of reproducing Covered Property. But if you don't reproduce Covered Property, the most we will pay you is the cost of blank material on which the Covered Property was recorded.



The most we will pay for loss in any one *occurrence* for *video & filmmakers media* is the Sub-limit of Insurance shown on the Declarations.

j. Incompatibility of Video & Filmmakers Media

We will pay the costs to:

- 1) Modify projectors, editing equipment, sound equipment, or audio and visual equipment;
or
- 2) Replace broadcast media in order to achieve compatibility,

if as a result of a *loss* by a Covered Cause of Loss to Covered Property, the replacement equipment is incompatible with the *video & filmmakers media*.

The most we will pay for *loss* in any one *occurrence* for Incompatibility of *Video & filmmakers Media* is the Sub-limit of Insurance shown on the Declarations.

B. Exclusions

1. We will not pay for *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 from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct *loss* caused by that 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; or
- 3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Pollution

Loss caused by or resulting from the presence, release, discharge or dispersal of *pollutants*.

e. Flood

f. Earth Movement

Exclusions **B.1.a.** through **B.1.f.** apply whether or not the *loss* event results in widespread damage or affects a substantial area.



2. We will not pay for *loss* caused by or resulting from the following:
- a. Delay, loss of market, loss of use or consequential loss of any kind.
 - b. Unexplained disappearance.
 - c. Shortage found upon taking inventory.
 - d. Corrosion or rust;
 - e. Dishonest or criminal act committed by:
 - 1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - 2) A manager or a member if you are a limited liability company;
 - 3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - 4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.
 - f. Your failure to use all reasonable means to save and preserve property from further damage at and after the time of *loss*.
 - g. Wear and tear, inherent vice, hidden or latent defect, gradual deterioration, depreciation, erosion
 - h. Processing or any work upon Covered Property if the *loss* is a direct result of the work, alteration or repair;
 - i. Marring, chipping, denting or scratching;
 - j. Mechanical or electrical breakdown;
 - k. Faulty design, workmanship, materials, manufacturer or installation of any Covered Property:
 - l. Programming errors or faulty instructions to data processing equipment
 - m. Dampness or humidity, extremes or changes of temperature
 - n. Breakage of glassware, porcelains, chinaware or similar fragile articles unless cause by or resulting from theft or attempted theft, fire, lightning, windstorm, vandalism, earth movement or collapse of buildings.
 - o. Rain, sleet, snow, or hail, all whether driven by wind or not, to property stored in the open.
 - p. Prearranged crashes or the performance of any hazardous stunt;
 - q. Theft from an unattended vehicle unless at the time of loss its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. This exclusion does not apply to carriers for hire.
3. The following exclusions apply to Negative Film and Videotape only:
- We will not pay for *loss* directly or indirectly caused by or resulting from any of the following:
- a. Fogging;
 - b. The use of faulty materials, faulty cameras, faulty videotape recorders, faulty sound equipment or soundtracks, or faulty lighting equipment;
 - c. Faulty generators;
 - d. Faulty editing or processing;
 - e. Accidental exposure to light;
 - f. Accidental erasure of videotape recording or soundtracks



- g. Cutting, cueing, or laboratory work
- h. Errors in judgment of exposure, lighting, or sound recording;
- i. Use of the incorrect type of raw tape or stock;
- j. Intentional destruction of duplicate work prints, offshoots, back-up tapes or retakes;
- k. Exposure of videotape and videotape recordings to magnetic or electrical fields, except while recording or reproducing the videotape recordings, unless the *loss* was beyond your control;
- l. Delay in delivery of raw film or tape stock;
- m. X-rays, x-ray systems, fluoroscopic inspection devices, electromagnetic materials, airport screening systems unless the *loss* was beyond your control.

But, if your generators, camera equipment, sound equipment, lighting equipment were fully tested and proven to be in good working condition prior to being used, the exclusion for mechanical and electrical breakdown will not apply to the Negative Film or Videotape coverage.

C. Limits of Insurance

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

The aggregate Sub-limits of Insurance on the Declarations for the perils of Flood, Earth Movement and Named Windstorm are the most we will pay in any one *occurrence* and during a policy year for all coverage(s) and coverage extensions, including Business Income and Extra Expense, in or endorsed on this policy.

The aggregate Sub-limit of Insurance shown on the Declarations for Pollutant Clean Up is the most we will pay in any one *occurrence* and during a policy year.

The existence of one or more Additional Insureds will not increase any Limit or Sub-limit of Insurance.

D. Deductible

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* exceeds the applicable deductible shown on the Declarations and/or any endorsements to this policy. We will then pay the amount of the adjusted *loss* in excess of the deductible up to the applicable Limit of Insurance.

If more than one deductible amount applies in a single *occurrence*, we will adjust *loss* in excess of the highest deductible amount.

If a percentage amount is shown for the deductible(s) of Earth Movement, Flood and Named Windstorm, the percentage shall be applied against the *values at risk at time of loss*.

Deductibles for Business Income, if this coverage is attached to this policy, always applies in addition to the deductible(s) shown on the Declarations for this coverage form.

E. Additional Conditions

The Commercial Inland Marine Conditions and The Inland Marine Common Policy Conditions are substituted for the Commercial Property Conditions and Property Common Policy Conditions, if the latter are attached to this policy.

The following conditions are in addition to the Inland Marine Common Policy and Commercial Inland Marine Conditions attached to this policy.

1. Valuation



The following Valuation Options apply to the coverage provided by this policy:

a. Replacement Cost

If you select this Valuation for a category of Covered Property, the most we will pay for *loss* to Covered Property and you repair or replace the property, is the least of the following:

- 1) The Limit of Insurance for the lost or damaged Covered Property;
- 2) The cost to replace the lost or damaged Covered Property, without deduction for depreciation, with new property of comparable quality and utility;
- 3) The amount you actually spend to repair or replace the lost or damaged Covered Property.

Replacement Cost will not apply until you actually repair or replace the Covered Property. The repairs or replacement must be made within one year of the date of *loss*. If you do not replace the Covered Property, we will pay you the *Actual Cash Value*.

You may substitute property of a different kind or quality but we won't pay more than the replacement cost of the lost or damaged property of the same kind and quality.

b. Actual Cash Value

If you select this Valuation for a category of Covered Property, we will use the *Actual Cash Value* valuation and pay you the least of the following:

- 1) The Limit of Insurance for the lost or damaged Covered Property;
- 2) The amount which you actually spend to repair or replace the damaged or destroyed Covered Property with property of the same kind or quality;
- 3) The property's *actual cash value* at the time of *loss*.

c. Agreed Amount

If you select this Valuation for a category of Covered Property and one or more items in this category are a total loss, we will pay you the Agreed Amount for those items. If one or more items suffer only partial damage, we will pay you the *actual cash value* of those items. We will make the decision if an item is a total loss.

If you have this Valuation, the Coinsurance Agreement does not apply to the category(ies) of Covered Property.

d. Covered Property of Others

We will pay you the amount you are legally liable for as set forth in a written lease or rental agreement, provided this agreement is executed prior to a loss. In the absence of a written lease or rental agreement, we will pay you the *Actual Cash Value* of the lost or damaged property.

2. Coinsurance Agreement

You agree to keep Covered Property insured for the percentage amount shown on the Declarations. If you do not, you will incur a penalty in the event of a *loss*.

The penalty is that we will pay only that portion of a *loss* that the Limit of Insurance for the item or items involved in the *loss* bears to the value of the item or items as of the date of *loss*.



3. Reporting Provisions

If the Reporting option is shown on the Declarations, the following Additional Condition applies:

You will keep an accurate record of the premium base for each selected coverage shown below during the term of this policy.

Within the thirty (30) days following the last business day of this coverage, you will send to us or our authorized representative in writing the premium base as of the last day of coverage.

- a. Production Equipment: If you selected this coverage, you will report to us your expenditures for leasing or renting covered production equipment.
- b. Negative Film & Videotape: If you selected this coverage, you will report to us your gross *production costs* for each *Covered Production*.
- c. Faulty Stock, Camera & Processing: If you selected this coverage, you will report to us your gross *production costs* for each *Covered Production*.

Reports

All earned premiums will be applied against the deposit premium using the rates shown on the Declarations. After adjustment if the deposit premium is more than the earned premium, we will return to you the difference, subject to any minimum premium. If the earned premium is more than the deposit premium, you will pay us the difference.

In the event of cancellation, you must report to us the premium base as of the date of cancellation.

F. Definitions

1. *Actual Cash Value* means the replacement cost at the time of *loss*, of the property damaged or destroyed, less depreciation.
2. *Loss* means accidental loss or damage.
3. *Pollutants* means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. *Earth Movement* means earthquake, landslide, mudslide, mudflow, volcanic eruption, mine subsidence or earth sinking, rising, or shifting (other than *sinkhole collapse*) but earth movement does not mean settling, shrinking, subsidence, expansion, or contraction.
5. *Flood* means a general and temporary condition during which the surface of normally dry land is partially or completely inundated, which arises from:
 - a. Rain and resultant runoff;
 - b. The rising, overflow or breach of any boundary of a natural or man-made body of water;
or
 - c. Waves, tides, tidal waves or movements, storm surge, tsunami or spray from any of these,
whether driven by wind or not.

Flood does not mean the accumulation of water from any source on a roof or other surface of a building, dwelling, or structure.



6. *Occurrence* means all *loss* attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident first occurring in the policy period. All such *loss* will be treated as one occurrence irrespective of the period of time or area over which such loss occurs, unless a specific period of time is included in this policy. The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown on the Declarations.

Each physical *loss* caused by earth movement and/or flood, if these are covered perils, will constitute a single *occurrence*. If more than one earth movement and/or flood occurs within any period of (72) hours during the term of this policy, you may elect the moment when the (72) hours of coverage will begin.

We will not pay for *loss* caused by or resulting from any earth movement or flood first occurring before the inception date and time of this policy, or for any *loss* first occurring after the expiration date and time of this policy.

7. *Valuable Papers* means inscribed, printed or written documents, manuscripts or records including abstracts, books, deeds, drawings, films, maps, or mortgages.

But valuable papers and records does not mean money or securities, converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

8. *Covered Production* means any declared *production* as shown on the Declarations or in the schedule attached to this policy.
9. *Production* means documentaries, educational and industrial training films, television commercials and music videos and feature length films for theatrical release, feature length films for television release, television pilots, television specials, television series of episodes; any production with a shooting period in excess of 90 days.
10. *Production Costs* means all costs chargeable to a Covered Production including any overhead declared at the same time as a *Production*.
11. *Video & Filmmakers Media* means exposed motion picture film (developed and undeveloped), sound, audio, or visual tapes, discs and cassettes, color transparencies, slides, library stock and stock footage.
12. *Values at risk at time of loss* means the value of all Covered Property, at the locations damaged in the *loss*, on the date of *loss*.

BUSINESS INCOME AND EXTRA EXPENSE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

VIDEO & FILMMAKERS COVERAGE FORM

A. Coverage

1. Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary *suspension* of your *operations* during the *period of restoration*. The *suspension* must be caused by direct physical *loss* to Covered Property at a covered location and for which a Business Income Limit of Insurance is shown in the Declarations or Supplemental Declarations. The *loss* must be caused by or result from a Covered Cause of Loss.

If you occupy only part of the site of a covered location, covered location means:

- a. The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the covered location is located, if that area services or is used to gain access to the covered location.

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

2. Extra Expense

- a. Extra Expense coverage is provided at the location(s) described on the Declarations or Supplemental Declarations only if the Declarations or Supplemental Declarations show that Business Income coverage applies at that location.
- b. Extra Expense means necessary and reasonable expenses you incur during the *period of restoration* that you would not have incurred if there had been no direct physical *loss* to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- 1) Avoid or minimize the *suspension* of business and to continue operations at the described location or at replacement location or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- 2) Minimize the *suspension* of business if you cannot continue *operations*.

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of *loss* that otherwise would have been payable under this Coverage Form.

3. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a *suspension of operations* is caused by destruction or corruption of electronic data, or any *loss* to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a *suspension of operations* caused by destruction or corruption of electronic data, or any *loss* to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- c. 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.

4. Additional Coverages

a. Civil Authority

We will pay for the actual loss of Business Income you sustain and the necessary and reasonable Extra Expense you incur caused by action of civil authority that prohibits access to a covered location due to direct physical *loss* to property, other than at the covered location, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 30 days after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- 1) 30 days after the time of that action; or
 - 2) When your Business Income coverage ends;
- whichever is later.

b. Extended Business Income

If the necessary *suspension* of your *operations* produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- 1) Begins on the date property is actually repaired, rebuilt or replaced and *operations* are resumed; and
- 2) Ends on the earlier of:
 - a) The date you could restore your *operations*, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical *loss* had occurred; or
 - b) 30 consecutive days after the date determined in (1) (a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical *loss* at the described premises caused by or resulting from any Covered Cause of Loss.

c. Interruption Of Computer Operations

- 1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

- 2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a *suspension of operations* caused by an interruption in computer operations due to *loss* or corruption of electronic data due to a Covered Cause of Loss.
- 3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are limited to the *specified causes of loss* as defined in the Definitions.
- 4) The *specified causes of loss* include a virus, harmful 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 there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- 5) The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$25,000 for all *loss* sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for *loss* 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. 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.
- 6) This Additional Coverage – Interruption in Computer Operations does not apply to *loss* sustained or expense incurred after the end of the *period of restoration*, even if the amount of insurance stated in (5) above has not been exhausted.

B. Additional Exclusions

The following exclusions apply in addition to the exclusions found in the coverage form to which this endorsement is attached.

We will not pay for loss of Business Income or for any Extra Expense from any of additional exclusions:

1. Fogging or the use of faulty materials, faulty equipment or faulty sound tracks;
2. Faulty developing, faulty editing, faulty processing or faulty manipulating by cameramen or their assistants;
3. Accidental exposure to light, deterioration, humidity or dampness, changes or extremes of temperature;
4. Intentional destruction of duplicate work prints, offshoots, back-up tapes or retakes;
5. Exposure of videotapes and video recordings to magnetic or electrical fields, except in connection with the recoding or reproduction of such videotape or video recording, or cutting, physical editing, cueing or other laboratory work;
6. Delay in the delivery of raw film or tape stock;
7. Faulty workmanship or errors in judgment relating to exposure, lighting, or sound recording or from the use of incorrect type of raw stock or tape.
8. Delay caused by strikers, or anyone else at a covered location, interfering with efforts to repair damage or resume business;
9. Damages for breach of contract, late or non-completion of orders, or for any penalties of any nature;
10. The suspension, lapse or cancellation of any lease, license, contract or order; or
11. 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*.

12. Any other consequential *loss*.

C. Limits Of Insurance

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

D. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of *loss*, either may make written demand for an appraisal of the *loss*. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of *loss*. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of *loss*:
 - 1) Notify the police if a law may have been broken.
 - 2) Give us prompt notice of the direct physical *loss*. Include a description of the property involved.
 - 3) As soon as possible, give us a description of how, when, and where the direct physical *loss* occurred.
 - 4) Take all reasonable steps to protect the Covered Property from further *loss*, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent *loss* resulting from a cause of *loss* that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - 5) As often as may be reasonably required, permit us to inspect the property proving the *loss* and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - 6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - 7) Cooperate with us in the investigation or settlement of the claim.
 - 8) If you intend to continue your business, you must resume all or part of your *operations* as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
- 1) The Net Income of the business before the direct physical *loss* occurred;
 - 2) The likely Net Income of the business if no physical *loss* 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;
 - 3) The operating expenses, including payroll expenses, necessary to resume *operations* with the same quality of service that existed just before the direct physical *loss*; and
 - 4) Other relevant sources of information, including:
 - a) Your financial records and accounting procedures;
 - b) Bills, invoices and other vouchers; and
 - c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- 1) All expenses that exceed the normal operating expenses that would have been incurred by *operations* during the *period of restoration* if no direct physical *loss* had occurred. We will deduct from the total of such expenses:
 - a) The salvage value that remains of any property bought for temporary use during the *period of restoration*, once *operations* are resumed; and
 - b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - 2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.
- c. **Resumption Of Operations**
- We will reduce the amount of your:
- 1) Business Income loss, other than Extra Expense, to the extent you can resume your *operations*, in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - 2) Extra Expense loss to the extent you can return *operations* to normal and discontinue such Extra Expense.
- d. 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. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

E. Definitions

The following are added to the Definitions:

1. *Operations* means: your business activities occurring at a covered location; and
2. *Period of Restoration* means the period of time that:
 - a. Begins:
 - 1) 30 days after the time of direct physical *loss* for Business Income coverage; or

- 2) Immediately after the time of direct physical *loss* for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
- 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; or
 - 2) The date when business is resumed at a new permanent location.

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

- 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2) 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 cut short the *period of restoration*.

3. *Suspension* means the slowdown or cessation of your business activities.
4. *Specified Causes of Loss* means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - 1) The cost of filling sinkholes; or
 - 2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include *loss* to:
 - 1) Personal property in the open; or
 - 2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) , that is located on the described premises and contains water or steam.



VIDEO & FILMMAKERS DECLARATIONS

Policy Number:
Named Insured and Mailing Address:

Company Name:
Producer's Name & Address

I. General Policy Information

Business Description:

When Coverage Begins:

12:01a.m. Local Time at Named
Insured's address

When Coverage Ends:

12:01a.m. Local Time at Named
Insured's address

In return for the payment of premium and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in the policy.

II. Covered Productions

Coverage under this policy is limited to the following type of *productions* as designated by an "X"

___ Documentaries, educational and industrial training films, television commercials and music videos.

___ Feature length films for theatrical release, feature length films for television release, television pilots, television specials, television series of episodes; any production with a shooting period in excess of 90 days, as scheduled below:

III. Limits of Insurance

Occurrence Limit of Insurance

The most we will pay for all loss resulting from all Covered Causes of Loss in any one occurrence is:

\$

Sub-limits of Insurance

The sub-limits of insurance below are part of, and not in addition to the Occurrence Limit of Insurance shown above.

	Sub-limits of Insurance
Production Equipment	\$
Props, Sets & Wardrobe	\$
Property Damage Liability	\$



Sub-limits of Insurance

Negative Film & Videotape \$

Faulty Stock, Camera & Processing \$

Extensions of Coverage

Debris Removal \$10,000

Pollutant Clean Up \$10,000

Fire Department Service Charge \$10,000

Expediting Expenses \$25,000

Loss data preparation costs \$25,000

Valuable Papers \$100,000

Accounts Receivable \$10,000

Video & Filmmakers Media \$5,000

Incompatibility of Video & Filmmakers Media \$5,000

Personal Effects
Any one person \$500
Any one occurrence \$5,000

Business Income and Extra Expense combined \$

Annual Aggregate Sub-limits of Insurance

If a Sub-limit of Insurance is shown below for the peril(s) of Earth Movement or Flood, the exclusion(s) for the specific peril(s) contained in the Video & Filmmakers Coverage Form is(are) deleted. The aggregate Sub-limits of Insurance below are the most we will pay for loss caused by or resulting from the perils of Flood, Earth Movement or Named Windstorm in any one occurrence and during the policy term.

Sub-limits of Insurance

Flood
Per Occurrence \$
Annual Aggregate \$

Earth Movement
Per Occurrence \$
Annual Aggregate \$



Sub-Limit of Insurance

Named Windstorm	Per Occurrence	\$
	Annual Aggregate	\$

IV. Premium

Single Premium

Total Premium	\$
Minimum Earned Premium	\$

Reporting

Reporting Period

Reporting Basis

Rates

Type of Covered Property	Rate
Production Equipment	\$
Negative Film & Videotape	\$
Faulty Stock, Camera & Processing	\$
_____	\$
Deposit Premium	\$
Total Premium	\$
Minimum Earned Premium	\$

V. Deductible

Production Equipment	\$
Props, Sets & Wardrobe	\$
Property Damage Liability	\$
Negative Film & Videotape	\$
Faulty Stock, Camera & Processing	\$
Flood Deductible	\$ %
Minimum amount	\$



Earth Movement	Minimum Amount	\$	%
Business Income			30 Days

VI. Valuation

Coverage

Production Equipment: ___ Replacement Cost ___ Actual Cash Value ___ Agreed Amount

Props, Sets & Wardrobe ___ Replacement Cost ___ Actual Cash Value ___ Agreed Amount

Negative Film & Videotape ___ Replacement Cost ___ Actual Cash Value ___ Agreed Amount

Property Damage Liability Refer to endorsement

Faulty Stock, Camera & Processing Refer to endorsement

VII. Coinsurance

Coinsurance Amount Applicable to Property %

VIII. Attached Forms

These declarations, the forms attached and all endorsements attached and issued on or after the effective date constitute the Policy.

Date:

Authorized Representative

FAULTY STOCK, CAMERA AND PROCESSING COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

VIDEO & FILMMAKERS COVERAGE FORM

A. Coverage

We will pay for direct physical *loss* to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property means recorded videotape, exposed motion picture film whether developed or undeveloped, or soundtracks and tapes.

2. Property Not Covered

Back up tapes, cutouts, unused footage or library stock.

3. Coverage

We will pay for *loss* to Covered Property caused by or resulting from any of the following when the Covered Property is used or is intended to be used in connection with any *Covered Production*:

- a. fogging;
- b. the use of faulty materials, faulty cameras, faulty videotape recorders, faulty sound equipment or soundtracks, or faulty lighting equipment;
- c. accidental exposure to light;
- d. accidental erasure of videotape recording or soundtracks;
- e. faulty editing or processing.

4. When Coverage Ends

The coverage provided by this endorsement ends on the earliest of the following:

- a. the date on which a protection print and/or duplicate tape has been completed and stored in any area physically separated from the original negative or tape;
- b. 30 days after completion of post production;
- c. until the expiration date of the policy; or
- d. cancellation of this policy.

B. Exclusions

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

1. Faulty workmanship or errors in judgment relating to exposure, lighting, or sound recording;
2. the use of incorrect type of raw stock or tape;
3. use of cameras, lenses or other photographic tape or sound equipment that has not been fully tested by you and found to be in good operating condition prior to the start of filming of any *Covered Production*;
4. exposure of videotape and videotape recordings to magnetic or electrical fields, except while recording or reproducing the videotape recordings.

C. Limit of Insurance

The most we will pay for *loss* in any one *occurrence* covered by this endorsement is the Limit of Insurance for Faulty Stock and Camera Processing shown on the Declarations.

D. Deductible

The deductible amount for Faulty Stock and Camera Processing shown on the Declarations shall apply to this endorsement.

E. Additional Condition

Valuation

In the event of a *loss* covered by this endorsement, we will pay the sum of the following amounts:

1. the cost of reproducing the lost or damaged property, and
2. the reduction in value of the undamaged parts of a *Covered Production*.

But we will not pay more than the value of the *Covered Production* shown on your books and records at the date of *loss*.

All other terms and conditions remain unchanged.

PROPERTY DAMAGE LIABILITY COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

VIDEO & FILMMAKERS COVERAGE FORM

A. Coverage

We will pay any sums that you become legally obligated to pay for direct, physical *loss* and loss of use to Covered Property belonging to others, caused by or resulting from any of the Covered Causes of Loss.

1. Covered Property as used in this endorsement means:

The tangible property of others in your care, custody or control that you have leased or rented under a written contract or agreement, executed prior to a *loss*, for use in a covered production.

2. Property Not Covered

- a. Accounts, bills, currency, deeds, evidences of debt, money, bullion, notes, securities;
- b. Jewelry, precious and semi-precious stones; watches; furs; fine arts;
- c. Land or water;
- d. Property in the course of illegal trade or transportation.

3. Covered Causes of Loss

This endorsement covers your legal liability for risks of direct, physical *loss* and loss of use to Covered Property except those Causes of Loss listed in the Exclusions.

4. Additional Coverages

The Limit of Insurance for each of these Additional Coverages are part of, and not in addition to, the Limit of Insurance for Property Damage Liability Coverage shown on the Declarations.

a. Defense Costs

We will defend on your behalf any suits including compulsory arbitration proceedings, brought against you by owners of Covered Property, claiming monetary damages for *loss*. We will defend such suits even if their allegations are groundless, false or fraudulent. However:

- 1) We may, at our discretion, investigate and settle any such claim or suit, whether or not the claim exceeds the policy deductible. If we do settle a *loss* within the deductible, you must reimburse us for the amount of the deductible we pay;
- 2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance:
 - a) For defense costs; and/or
 - b) In the payment of claims for *loss* to Covered Property;

whichever occurs first.

b. Bonds and Interest

- 1) We will pay the cost of appeal bonds and the cost of bonds to release attachments. We do not have to furnish these bonds.
- 2) We will pay all interest on the amount of any judgment that accrued after entry of the judgment and before we have paid, offered to pay or deposited in court that part of the judgment that is within our Limit of Insurance for Property Damage Liability Coverage. If payment exceeding the limit of insurance is made to dispose of the claim, we will only pay the proportion of expenses, costs and interest that our limit of insurance bears to the total payment.

B. Exclusions

The following exclusions apply in addition to the exclusions in the Coverage Form to which this endorsement is attached.

We do not cover your legal liability for *loss*, including loss of use, whether direct or indirect, to Covered Property, caused by or resulting from any of the following:

1. Any intentional act taken or directed by you.
2. *Loss* to motor vehicles, aircraft, watercraft, railroad cars or equipment and *loss* to other property arising out of the operation or use of these items;
3. *Loss* or injury to any animal.
4. *Loss* to personal property consisting of rented or leased props, sets, wardrobe or any production equipment, used in or intended to be used in any covered production. But we will cover your liability for loss of use for these items.
5. *Loss* to a premises you lease or rent for any purpose, other than location filming in connection with a covered production;
6. *Loss* arising out of any of the following:
 - a. mysterious disappearance;
 - b. unexplained *loss*; or
 - c. shortage upon taking inventory.
7. *Loss* to the premises used as living quarters for a production's cast and/or crew;
8. *Loss* to film tracks, tapes, film, discs, chips or any other electronic medium used for recording video images or sounds.

C. Limit of Insurance

The most we will pay for *loss* in any one *occurrence* covered by this endorsement is the Limit of Insurance for Property Damage Liability Coverage shown on the Declarations.

D. Deductible

The deductible amount shown on the Declarations shall apply to this endorsement.

All other terms and conditions remain unchanged



TELEPHONE COMMUNICATION EQUIPMENT COVERAGE FORM

General Information

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 the insurance.

Other words and phrases that appear in italics have special meanings. Refer to the DEFINITIONS section in this Coverage Form.

A. Coverage

We will pay for direct physical loss to Covered Property from any of the Covered Causes of Loss.

The Declarations show which coverage(s) you have purchased.

1. Covered Property, as used in this coverage form means:

Telephone equipment that you own and telephone equipment of others in your care, custody or control and for which you are liable. Telephone equipment means:

- a. Machinery and equipment, including data processing equipment, switching equipment, mobile telephone switching equipment, automatic message recording equipment, and circuit equipment, including tip cables, duct cables, voltage reducers, and battery banks, located within a building at the locations shown in the schedule attached to this policy, or on file with us.
- b. Remote Equipment meaning switching equipment, repeaters, cable distribution frames, voltage reducers, battery banks, security devices and equipment housing, installed at a remote location.
- c. Customer Equipment meaning telephone equipment you have leased to your customers, provided that the lease agreement you arrange with your customer requires you to protect your interest in the leased property.
- d. Towers and Antennas meaning antenna supporting structures, transmission towers, parabolic reflectors, antennas, above and below ground foundations, and any other property that is permanently attached to or connected to such towers or reflectors, including coaxial cable or waveguides that run to a tower from the central office equipment building or from the tower to the mobile switching office, at the locations shown in the schedule attached to this policy, or the schedule on file with us.
- e. Passive Repeaters meaning un-powered devices used to change the direction of microwave paths.
- f. Telephone Service Equipment meaning:



- 1) Tools and equipment used to service, repair or install telephone equipment, including accessories and spare parts;
- 2) Vehicles used solely to move tools and equipment including equipment permanently mounted on the vehicles;
- 3) Vehicles designed for use off public roads;
- 4) Vehicles not required to be licensed or registered; and
- 5) Vehicles used only on your premises or on roads or other means of access adjoining your premises.

2. Property Not Covered

Covered Property does not include:

- a. Automobiles, watercraft (including its motor, equipment, and accessories), and aircraft;
- b. Satellites;
- c. Cell phones, PDA's, smart phones, or other personal mobile communication devices;
- d. Plants, animals, or growing crops;
- e. Accounts, bills, currency, deeds, evidences of debt, money, notes and securities; jewelry and precious stones;
- f. Contraband, or property in the course of illegal transportation or trade;
- g. Towers, accessories, antennas, microwave dishes, and auxiliary equipment in the course of construction or installation;
- h. Buildings, furniture, fixtures, improvements and betterments, signs, parking lots, sidewalks and other similar property;
- i. Outside equipment including, poles, pole lines, aerial cable, underground cable, buried cable, submarine cable, aerial wire and underground conduit, except as may be provided elsewhere in this coverage form.

3. Covered Causes of Loss

This policy covers risks of direct physical *loss* to the Covered Property, except those causes of *loss* listed in the Exclusions.

4. Automatic Extensions of Coverage

The Sub-limit of Insurance for each Automatic Extension of Coverage is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

a. Debris Removal Expense

We will pay your expenses to remove debris of Covered Property after a *loss* for which you are legally liable. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical *loss*.

The most we will pay for debris removal in any one *occurrence* is the Limit of Insurance for Debris Removal shown on the Declarations.

Debris removal does not apply to expense for:

- 1) The cost to investigate, locate, monitor, remediate, or extract *pollutants* from land, water or covered property;
- 2) The cost to remove, discard, restore or replace polluted land, water or covered property; or
- 3) The cost to transport polluted land, water or covered property to storage or decontamination sites.



b. Newly Acquired Equipment

We will cover newly acquired equipment or towers that you acquire after this policy has taken effect for up to 90 days after you acquire it or until the policy ends, whichever is sooner.

You agree to notify us as soon as possible of the value of newly acquired equipment or towers and to pay any additional premium that may be due from the date you acquire it.

Until you report the newly acquired equipment or towers to us, the most we will pay for *loss* to newly acquired equipment or towers in any one *occurrence* is the Sub-limit of Insurance for newly acquired equipment or towers shown on the Declarations.

c. Pollutant Clean Up

We will pay your expenses to extract *pollutants* from land or water if the discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Coverage Extension does not apply to expenses to test for, monitor or assess the existence, concentration or effects of *pollutants*. But we will pay for testing which is performed in the course of extracting the *pollutants* from the land or water.

The most we will pay under this Coverage Extension is the Sub-limit of Insurance for Pollutant Clean Up shown on the Declarations for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

d. Fire Department Service Charge

We will pay for fire department service charges when a fire department is called to save or protect Covered Property from a Covered Cause of Loss, when these services charges are:

- 1) Assumed by contract or agreement prior to *loss*; or
- 2) Required by local ordinance.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Fire Department Service Charges shown on the Declarations.

e. Fire Protection Services

We will pay the actual expense you incur to recharge or refill any fire protection device discharged in an attempt to save or protect Covered Property from *loss* by fire or explosion.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Fire Protection Services shown on the Declarations.

f. Expediting Expenses

We will pay the necessary and reasonable extra costs you incur to:

- 1) Make temporary repairs;



- 2) Expedite permanent repairs; and,
- 3) Expedite permanent replacement;

of Covered Property from a Covered Cause of Loss.

We will not pay Expediting Expenses for the permanent repair or replacement of Covered Property if the expenses would be covered elsewhere in this Coverage Form.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Expediting Expenses shown on the Declarations.

g. Theft Damage to Buildings

We will pay for *loss* caused directly by theft or attempted theft to any part of a building containing Covered Property or equipment within the building used to maintain or service the building. You must own or be legally liable for damage to the building.

This Additional Coverage does not include *loss* to glass.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Theft Damage to Buildings shown on the Declarations.

h. Removal

If it is necessary to remove Covered Property from a covered location to preserve it from *loss* by a Covered Cause of Loss, we will pay for direct physical *loss* to that property while it is being moved or while temporarily stored at another location.

You must tell us about the removal within ten (10) days of first moving such property or else no coverage will apply to the removed property.

We will pay for necessary expenses you incur up to the Sub-limit of Insurance shown on the Declarations to move Covered Property to a temporary location.

We will also pay for *loss* in any one *occurrence* to removed Covered Property up to the Sub-limit of Insurance shown on the Declarations for the covered location from which Covered Property was removed.

i. Tuning of Towers

We will pay your expenses to tune or re-tune covered towers that are damaged by a Covered Cause of Loss. The Covered Cause of Loss must have caused the tower to require tuning or re-tuning.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Tuning of Towers shown on the Declarations.

j. Loss Data Preparation

We will pay the reasonable and necessary costs or expenses you incur to prepare *loss* data required by policy conditions after a *loss* by a Covered Cause of Loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered *loss*.



This Additional Coverage does not include costs or expenses for:

- 1) Public Adjusters or any firm or entity acting in the capacity of a public adjuster, including their employees, agents, or representatives;
- 2) Legal and paralegal fees;
- 3) Claim consultants, insurance brokers or agents, or any person acting on behalf of a claim consultant or insurance broker or agent;
- 4) Costs associated with the negotiation or presentation of any claim or part of a claim that we have told you is in dispute or that we have denied;
- 5) Costs or expenses which are your normal overhead or operating expense;
- 6) Costs or expenses associated with trying to establish that a claim or part of a claim is covered by the policy.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Loss Data Preparation shown on the Declarations.

k. Consulting Engineers

We will pay your reasonable expenses for consulting engineers to investigate the cost to repair or replace Covered Property following a Covered Cause of Loss.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Consulting Engineers shown on the Declarations.

l. Valuable Papers

We will pay your costs to restore, research, replace or reproduce your *valuable papers* that are lost or damaged by a Covered Cause of Loss.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Valuable Papers shown on the Declarations.

B. Exclusions

1. We will not pay for *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 from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct *loss* caused by that 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; or



3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Pollution

Loss caused by or resulting from the presence, release, discharge or dispersal of pollutants.

e. Earth Movement

f. Flood

Exclusions **B.1.a.** through **B.1.f.** apply whether or not the *loss* event results in widespread damage or affects a substantial area.

2. We will not pay for *loss* caused by or resulting from the following:

- a. Delay, loss of market, loss of use or consequential loss of any kind.
- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Corrosion, rust, dampness, cold or heat.
- e. Dishonest or criminal act committed by:
 - 1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - 2) A manager or a member if you are a limited liability company;
 - 3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - 4) Anyone else to whom the property is entrusted for any purpose.This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.
This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.
- f. Your failure to use all reasonable means to save and preserve property from further damage at and after the time of *loss*.
- g. Wear and tear, inherent vice, hidden or latent defect, gradual deterioration, depreciation, erosion
- h. Processing or any work upon Covered Property if the *loss* is a direct result of the work, alteration or repair;
- i. Marring, chipping, denting or scratching;
- j. Mechanical or electrical breakdown;
- k. Faulty design, workmanship, materials, manufacturer or installation of any Covered Property;
- l. Programming errors or faulty instructions to data processing equipment.

C. Limits of Insurance

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

The aggregate Sub-limits of Insurance on the Declarations for the perils of Flood, Earth Movement and Named Windstorm are the most we will pay in any one *occurrence* and during a policy year for all



coverage(s) and coverage extensions, including Business Income and Extra Expense, in or endorsed on this policy.

The aggregate Sub-limit of Insurance shown on the Declarations for Pollutant Clean Up is the most we will pay in any one *occurrence* and during a policy year.

The existence of one or more Additional Insureds will not increase any Limit or Sub-limit of Insurance.

D. Deductible

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* exceeds the applicable deductible shown on the Declarations and/or any endorsements to this policy. We will then pay the amount of the adjusted *loss* in excess of the deductible up to the applicable Limit of Insurance.

If more than one deductible amount applies in a single *occurrence*, we will adjust *loss* in excess of the highest deductible amount.

If a percentage amount is shown for the deductible(s) of Earth Movement, Flood and Named Windstorm, the percentage shall be applied against the *values at risk at time of loss*.

The deductible for Business Income, if this coverage is attached to this policy, always applies in addition to the deductible(s) shown on the Declarations for this coverage form.

E. Additional Conditions

The following conditions apply in addition to the Common Policy and Inland Marine Conditions.

1. Valuation

Replacement Cost

The most we will pay for *loss* to Covered Property that you repair or replace the property, is the least of the following:

- a. The Limit of Insurance for the lost or damaged Covered Property;
- b. The cost to replace the lost or damaged Covered Property, without deduction for depreciation, with new property of comparable quality and utility, at the same location;
- c. The amount you actually spend to repair or replace the lost or damaged Covered Property.

Replacement Cost will not apply until you actually repair or replace the Covered Property. The repairs or replacement must be made within one year of the date of *loss*.

If the Replacement Cost condition above does not apply, we will use the *Actual Cash Value* valuation and pay you the least of the following:

- a. The Limit of Insurance for the lost or damaged Covered Property;
- b. The amount which you actually spend to repair or replace the damaged or destroyed Covered Property with property of the same kind or quality;
- c. The property's *actual cash value* at the time of *loss*.

2. Coinsurance Agreement

You agree to keep Covered Property insured for the percentage amount shown on the Declarations. If you do not, you will incur a penalty in the event of a *loss*.



The penalty is that we will pay only that portion of a *loss* that the Limit of Insurance for the item or items involved in the *loss* bears to the value of the item or items as of the date of *loss*.

F. Definitions

1. *Actual Cash Value* means the replacement cost at the time of *loss*, of the property damaged or destroyed, less depreciation.
2. *Loss* means accidental loss or damage.
3. *Pollutants* means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. *Earth Movement* means earthquake, landslide, mudslide, mudflow, volcanic eruption, mine subsidence or earth sinking, rising, or shifting (other than *sinkhole collapse*) but earth movement does not mean settling, shrinking, subsidence, expansion, or contraction.
5. *Flood* means a general and temporary condition during which the surface of normally dry land is partially or totally inundated, which arises from:
 - a. Rain and resultant runoff;
 - b. The rising, overflow or breach of any boundary of a natural or man-made body of water; or
 - c. Waves, tides, tidal waves or movements, storm surge, or tsunami, or spray from any of these,whether driven by wind or not.

Flood does not mean the accumulation of water from any source on a roof or other surface of a building, dwelling, or structure.

6. *Occurrence* means all *loss* attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident first occurring in the policy period. All such *loss* will be treated as one occurrence irrespective of the period of time or area over which such *loss* occurs, unless a specific period of time is included in this policy. The most we will pay for *loss* in any one occurrence is the applicable Limit of Insurance shown on the Declarations.

Each physical *loss* caused by earth movement and/or flood, if these are covered perils, will constitute a single occurrence. If more than one earth movement and/or flood occurs within any period of (72) hours during the term of this policy, you may elect the moment when the (72) hours of coverage will begin.

We will not pay for *loss* caused by or resulting from any earth movement or flood first occurring before the inception date and time of this policy, or for any *loss* first occurring after the expiration date and time of this policy.

7. *Valuable Papers* means inscribed, printed or written documents, manuscripts or records including abstracts, books, deeds, drawings, films, maps, or mortgages.



But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

8. *Named Windstorm* means any windstorm or weather disturbance assigned a name by the National Weather Service, Insurance Service Offices, or any other recognized meteorological authority.
9. *Values at risk at time of loss* means the value of all Covered Property, at the locations damaged in the *loss*, on the date of *loss*.



**TELEPHONE COMMUNICATION EQUIPMENT
SUPPLEMENTAL DECLARATIONS**

**SCHEDULE OF LOCATIONS
AND COVERAGES**

Policy Number:
Named Insured

Company Name:
Producer's Name

II. Sub-Limits of Insurance (continued)

The Sub-limits of Insurance below are part of, and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

Locations

Location 1 Address

Sub-limits of Insurance

Machinery and Equipment	\$
Towers and Antennas	\$

Location 2 Address

Machinery and Equipment	\$
Towers and Antennas	\$

Location 3 Address

Machinery and Equipment	\$
Towers and Antennas	\$



Other Coverages

Sub-limits of Insurance

Remote Equipment	Any one location	\$
	Any one occurrence	\$
Passive Repeaters	Any one location	\$
	Any one occurrence	\$
Customer Premises	Any one location	\$
	Any one occurrence	\$
Service Equipment	Any one item	\$
	Any one occurrence	\$
Covered Property in transit		\$
Unnamed location		\$

Refer to the Declarations for other Limits and Sub-limits of Insurance.

BUSINESS INCOME AND EXTRA EXPENSE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

TELEPHONE COMMUNICATION EQUIPMENT COVERAGE FORM

A. Coverage

1. Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary *suspension* of your *operations* during the *period of restoration*. The *suspension* must be caused by direct physical *loss* to Covered Property at a covered location and for which a Business Income Limit of Insurance is shown in the Declarations or Supplemental Declarations. The *loss* must be caused by or result from a Covered Cause of Loss.

If you occupy only part of the site of a covered location, covered location means:

- a. The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the covered location is located, if that area services or is used to gain access to the covered location.

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

2. Extra Expense

- a. Extra Expense coverage is provided at the location(s) described on the Declarations or Supplemental Declarations only if the Declarations or Supplemental Declarations show that Business Income coverage applies at that location.
- b. Extra Expense means necessary and reasonable expenses you incur during the *period of restoration* that you would not have incurred if there had been no direct physical *loss* to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- 1) Avoid or minimize the *suspension* of business and to continue operations at the described location or at replacement location or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- 2) Minimize the *suspension* of business if you cannot continue *operations*.

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of *loss* that otherwise would have been payable under this Coverage Form.

3. Business Income and Extra Expense Extensions

We will pay for your actual loss of Business Income you sustain and the Extra Expense you incur due to direct physical *loss* to the property of a public utility that supplies you with power or communications services. But this does not include *loss* to overhead cable or wires off of a covered location.

We will pay for your actual loss of Business Income you sustain and the Extra Expense you incur due to direct physical *loss* at a covered location even if the direct physical *loss* by a Covered Cause of Loss occurred to real and personal property at another covered location.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a *suspension of operations* is caused by destruction or corruption of electronic data, or any *loss* to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a *suspension of operations* caused by destruction or corruption of electronic data, or any *loss* to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- c. 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.

5. Additional Coverages

a. Civil Authority

We will pay for the actual loss of Business Income you sustain and the necessary and reasonable Extra Expense you incur caused by action of civil authority that prohibits access to a covered location due to direct physical *loss* to property, other than at the covered location, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 30 days after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- 1) 30 days after the time of that action; or
- 2) When your Business Income coverage ends;

whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur due to direct physical *loss* at a covered location caused by or resulting from any Covered Cause of Loss to:

- 1) New buildings or structures, whether complete or under construction;
- 2) Alterations or additions to existing buildings or structures; and
- 3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - a) Used in the construction, alterations or additions; or

- b) Incidental to the occupancy of new buildings.

If such direct physical *loss* delays the start of *operations*, the *period of restoration* for Business Income Coverage will begin on the date *operations* would have begun if the direct physical *loss* had not occurred.

c. Extended Business Income

If the necessary *suspension* of your *operations* produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- 1) Begins on the date property is actually repaired, rebuilt or replaced and *operations* are resumed; and
- 2) Ends on the earlier of:
 - a) The date you could restore your *operations*, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical *loss* had occurred; or
 - b) 30 consecutive days after the date determined in (1) (a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical *loss* at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- 1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.
- 2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a *suspension* of *operations* caused by an interruption in computer operations due to *loss* or corruption of electronic data due to a Covered Cause of Loss.
- 3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are limited to the *specified causes of loss* as defined in the Definitions.
- 4) The *specified causes of loss* include a virus, harmful 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 there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- 5) The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$25,000 for all *loss* sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for *loss* 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. 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.

- 6) This Additional Coverage – Interruption in Computer Operations does not apply to *loss* sustained or expense incurred after the end of the *period of restoration*, even if the amount of insurance stated in (5) above has not been exhausted.

e. Newly Acquired Locations

- 1) You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- 2) The most we will pay for *loss* under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- 3) Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - a) This policy expires;
 - b) 30 days expire after you acquire or begin to construct the property; or
 - c) You report values to us.

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

B. Additional Exclusions

The following exclusions apply in addition to the exclusions found in the coverage form to which this endorsement is attached.

We will not pay for loss of Business Income or for any Extra Expense from any of additional exclusions:

1. Loss to a satellite or satellite communication system that supplies you with service.
2. Any increase of loss caused by or resulting from:
 - a. 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
 - b. 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* and any extension of the *period of restoration* in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
3. Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the *period of restoration*.
4. Any other consequential *loss*.

C. Limits Of Insurance

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

D. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of *loss*, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net

Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of *loss*:
 - 1) Notify the police if a law may have been broken.
 - 2) Give us prompt notice of the direct physical *loss*. Include a description of the property involved.
 - 3) As soon as possible, give us a description of how, when, and where the direct physical *loss* occurred.
 - 4) Take all reasonable steps to protect the Covered Property from further *loss*, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent *loss* resulting from a cause of *loss* that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - 5) As often as may be reasonably required, permit us to inspect the property proving the *loss* and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - 6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - 7) Cooperate with us in the investigation or settlement of the claim.
 - 8) If you intend to continue your business, you must resume all or part of your *operations* as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - 1) The Net Income of the business before the direct physical *loss* occurred;
 - 2) The likely Net Income of the business if no physical *loss* 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;
 - 3) The operating expenses, including payroll expenses, necessary to resume *operations* with the same quality of service that existed just before the direct physical *loss*; and
 - 4) Other relevant sources of information, including:
 - a) Your financial records and accounting procedures;

- b) Bills, invoices and other vouchers; and
 - c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- 1) All expenses that exceed the normal operating expenses that would have been incurred by *operations* during the *period of restoration* if no direct physical *loss* had occurred. We will deduct from the total of such expenses:
 - a) The salvage value that remains of any property bought for temporary use during the *period of restoration*, once *operations* are resumed; and
 - b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - 2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

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

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

E. Definitions

The following are added to the Definitions:

- 1. *Operations* means your business activities occurring at a covered location; and
- 2. *Period of Restoration* means the period of time that:
 - a. Begins:
 - 1) 30 days after the time of direct physical *loss* for Business Income coverage; or
 - 2) Immediately after the time of direct physical *loss* for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
 - 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; or
 - 2) The date when business is resumed at a new permanent location.

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

- 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2) 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 cut short the *period of restoration*.

3. *Suspension* means the slowdown or cessation of your business activities.
4. *Specified Causes of Loss* means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - 1) The cost of filling sinkholes; or
 - 2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include *loss* to:
 - 1) Personal property in the open; or
 - 2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) , that is located on the described premises and contains water or steam.

All other terms and conditions remain unchanged.



TELEPHONE COMMUNICATION EQUIPMENT DECLARATIONS

Policy Number:
Named Insured and Mailing Address:

Company Name:
Producer's Name & Address

I. General Policy Information

Business Description:

When Coverage Begins:

12:01a.m. Local Time at Named Insured's address

When Coverage Ends:

12:01a.m. Local Time at Named Insured's address

In return for the payment of premium and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in the policy.

II. Limits of Insurance

Occurrence Limit of Insurance

The most we will pay for all *loss* resulting from all Covered Causes of Loss in any one *occurrence* is: \$

Sub-limits of Insurance

The sub-limits of insurance below are part of, and not in addition to the Occurrence Limit of Insurance shown above.

Extensions of Coverage

Sub-limits of Insurance

Debris Removal	\$10,000
Newly Acquired Equipment	\$250,000
Pollutant Clean Up	\$10,000
Fire Department Service Charge	\$10,000
Fire Protection Services	\$25,000
Expendable Supplies	\$ 5,000



	Sub-limits of Insurance
Expediting Expenses	\$25,000
Removal	\$25,000
Tuning of towers	\$25,000
Theft damage to buildings	\$25,000
Loss data preparation costs	\$25,000
Consulting engineers	\$100,000
Valuable Papers	\$100,000
Mechanical or Electrical Breakdown Coverage	\$
Business Income	\$
Extra Expense	\$
Business Income and Extra Expense combined	\$
Extended period of Indemnity	Days

Annual Aggregate Sub-limits of Insurance

If a Sub-limit of Insurance is shown below for the peril(s) of Flood or Earth Movement, the exclusion(s) for the specific peril(s) contained in the Television Communication Equipment Coverage Form is(are) deleted. The aggregate Sub-limits of Insurance below are the most we will pay for loss caused by or resulting from the perils of Flood, Earth Movement or Named Windstorm in any one occurrence and during the policy term.

	Sub-limit of Insurance	
Flood	Per Occurrence	\$
	Annual Aggregate	\$
Earth Movement	Per Occurrence	\$
	Annual Aggregate	\$
Named Windstorm	Per Occurrence	\$
	Annual Aggregate	\$

III. Premium

Premium	\$
Minimum Premium	\$



IV. Deductible

The deductible applicable to all losses except as shown below	\$	
The deductible applicable to	\$	
Flood Deductible		%
Minimum amount	\$	
Earth Movement		%
Minimum Amount	\$	
Named Windstorm		%
Minimum Amount	\$	
Business Income		30 Days

V. Coinsurance

Coinsurance Amount Applicable to Property %

VI. Attached Forms

These declarations, the forms attached and all endorsements attached and issued on or after the effective date constitute the Policy.

Date:

Authorized Representative

EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

TELEPHONE COMMUNICATION EQUIPMENT COVERAGE

Exclusion B.2.j is deleted.

We will pay for *loss* caused by or resulting from mechanical or electrical breakdown of Covered Property.

The most we will pay for *loss* in any one *occurrence* from mechanical or electrical breakdown to Covered Property is the Sub-limit of Insurance shown on the Declarations.

All other terms and conditions remain unchanged.



CABLE TELEVISION SYSTEM COVERAGE FORM

General Information

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 the insurance.

Other words and phrases that appear in italics have special meanings. Refer to the DEFINITIONS section in this Coverage Form.

A. Coverage

We will pay for direct physical *loss* to Covered Property as defined below from any of the Covered Causes of Loss. This may be your property or the property of others in your care, custody or control. We also cover this property while in transit and while temporarily away from a covered location.

The Declarations show which of the following types of coverage you have purchased.

1. Covered Property as used in this Coverage form means:

- a. *Personal property* usual to a cable television system including antennas and their supporting towers and other property permanently attached or connected to the towers; underground feeder, underground subscriber drops and underground trunk cable plant that are part of the insured cable television system.
- b. Transmission and distribution lines including the aerial trunk and aerial feeder cable distribution lines; cable support strand; protective sheathing, line and bridge amplifiers, tap off devices; pedestals and other similar equipment part of the insured cable television system.

2. Property Not Covered

The following excluded property applies to all types of Covered Property:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes, securities;
- b. Jewelry, precious or semi-precious stones and metals, watches, furs; fine arts and antiques;
- c. Buildings, furniture, fixtures, improvement or betterments;
- d. Contraband or property in the course of illegal trade or transportation;
- e. Land or water;
- f. Aircraft or satellites, watercraft, or automobiles



- g. Towers, antennas, aerial feeder or trunk lines, or auxiliary equipment in the course of construction or installation unless specifically endorsed hereon;
- h. Aerial feeder and aerial trunk cable lines or plant except as provided in A.1.b.
- i. Aerial subscriber drop lines or plant

3. Covered Causes of Loss

This policy covers risks of direct physical *loss* to the Covered Property, except those causes of *loss* listed in the Exclusions.

4. Extensions of Coverage

The Sub-limit of Insurance for each Automatic Extension of Coverage is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

a. Debris Removal Expense

We will pay your expenses to remove debris of covered property after a *loss*. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical *loss* or within 180 days of the end of this policy, whichever comes first.

The most we will pay in any one *occurrence* for Debris Removal Expense is the Sub-limit of Insurance shown on the Declarations.

Debris removal does not apply to expense for:

- 1) The cost to extract *pollutants* from land, water or covered property
- 2) The cost to remove, restore or replace polluted land, water or covered property
- 3) The cost to transport polluted land, water or covered property to storage or decontamination sites

b. Pollutant Clean-Up

We will pay your expenses to extract *pollutants* from land or water if the discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Coverage Extension does not apply to expenses to test for, monitor or assess the existence, concentration or effects of *pollutants*. But we will pay for testing which is performed in the course of extracting the *pollutants* from the land or water.

The most we will pay for the sum of all covered expenses for Pollutant Clean Up arising out of Covered Causes of Loss occurring during each separate 12 month period is the Sub-limit of Insurance shown on the Declarations.

c. Fire Department Service Charge

We will pay for fire department service charges when a fire department is called to save or protect Covered Property from a Covered Cause of Loss, when these services charges are:

- 1) Assumed by contract or agreement prior to *loss*; or



2) Required by local ordinance.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Fire Department Service Charges shown on the Declarations.

d. Expediting Expenses

We will pay the necessary and reasonable extra costs you incur to:

- 1) Make temporary repairs;
- 2) Expedite permanent repairs; and,
- 3) Expedite permanent replacement;

of Covered Property from a Covered Cause of Loss.

We will not pay Expediting Expenses for the permanent repair or replacement of Covered Property if the expenses would be covered elsewhere in this Coverage Form.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Expediting Expenses shown on the Declarations.

e. Loss Data Preparation

We will pay the reasonable and necessary costs or expenses you incur to prepare *loss* data required by policy conditions after a *loss* by a Covered Cause of Loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered *loss*.

This Additional Coverage does not include costs or expenses for:

- 1) Public Adjusters or any firm or entity acting in the capacity of a public adjuster, including their employees, agents, or representatives;
- 2) Legal and paralegal fees;
- 3) Claim consultants, insurance brokers or agents, or any person acting on behalf of a claim consultant or insurance broker or agent;
- 4) Costs associated with the negotiation or presentation of any claim or part of a claim that we have told you is in dispute or that we have denied;
- 5) Costs or expenses which are your normal overhead or operating expense;
- 6) Costs or expenses associated with trying to establish that a claim or part of a claim is covered by the policy.

The most we will pay in any one *occurrence* is the amount for *loss* data preparation cost shown on the Declarations.

f. Valuable Papers and Records

We will pay your costs to restore, research, replace or reproduce your *valuable papers* that are lost or damaged by a Covered Cause of Loss.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Valuable Papers shown on the Declarations.

g. Accounts Receivable

We will pay:

- 1) The 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 a *loss*;
- 4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from a Covered Cause of Loss to your records of accounts receivable.

We will also pay for *loss* or your reasonable expenses incurred if you have to remove accounts receivable to a place of safety in order to protect them from the threat of a Covered Cause of Loss.

Accounts Receivable are amounts owed to you by those you do business with in operating your business.

If you recover any amounts after we have paid you for a *loss*, you have to repay those amounts to us until we have been repaid. You must help us collect amounts owed to you if we ask for your help.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Accounts Receivable shown on the Declarations.

h. Consulting Engineers

We will pay the costs of conducting investigations by consulting engineers into the repair and replacement of Covered Property after a Covered Cause of Loss that exceeds the deductible amount shown on the Declarations.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Consulting Engineers shown on the declarations.

i. Newly Acquired Equipment

We will cover equipment and property of a type already covered that you acquire or construct after this policy has taken effect for up to 60 days after you acquire or construct it or until the policy ends, whichever is sooner.

You agree to notify us as soon as possible of the value of newly acquired or constructed equipment or property and to pay any additional premium that may be due from the date you acquire it.

Until you report the newly acquired equipment or property to us, the most we will pay for *loss* in any one *occurrence* for newly acquired or constructed equipment or property is the Sub-limit of Insurance for newly acquired or constructed equipment or property shown on the Declarations.

This Extension of Coverage does not apply to aerial transmission and distribution lines, aerial trunk or aerial feeder lines, including any property used to support these aerial lines.

j. Broadcast Media

We will pay the cost of reproducing your *broadcast media* caused by or resulting from a Covered Cause of Loss while on a location belonging to you. This property may be your property or the property of others in your care, custody and control.



The following additional exclusions apply to the coverage provided by this Extension of Coverage in addition to the exclusions in the Radio and Television Broadcaster Coverage Form:

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

- 1) Fogging or the use of faulty materials (including cameras), faulty sound equipment or tracks;
- 2) Faulty developing, faulty editing. Faulty processing or faulty manipulating by the cameraperson or any assistants;
- 3) Accidental exposure to light, deterioration, or humidity;
- 4) Intentional destruction of duplicate work prints, offshoots, backup tapes or retakes;
- 5) Exposure of videotape and videotape recordings to magnetic or electrical fields (other than in connection with the recording or reproduction of such videotape recordings) or cutting or physical editing, cueing or other laboratory work;
- 6) Delay in delivery of raw film or tape stock;
- 7) Errors in judgment in exposure, lighting or sound recording, or from the use of incorrect type of raw stock or tape.

In the event of a *loss* from a Covered Cause of Loss to *broadcast media*, we will pay the actual cost of reproducing Covered Property. But if you don't reproduce Covered Property, the most we will pay you is the cost of blank material on which the Covered Property was recorded.

The most we will pay for loss in any one *occurrence* for *broadcast media* is the Sub-limit of Insurance shown on the Declarations.

k. Incompatibility of Software

We will pay the cost to:

- 1). Modify data processing equipment; or
- 2). Reformat data and computer programs and software

if as a result of a *loss* by a Covered Cause of Loss to Covered Property, the replacement equipment is incompatible with the format of the data or operating system required by the computer programs you owned at the time of loss.

The most we will pay in any one *occurrence* for Incompatibility of Software is the Sub-limit of Insurance shown on the Declarations.

l. Incompatibility of Broadcast Media

We will pay the costs to:

- 1) Modify projectors, editing equipment, sound equipment, or audio and visual equipment; or
- 2) Replace broadcast media in order to achieve compatibility,

if as a result of a *loss* by a Covered Cause of Loss to Covered Property, the replacement equipment is incompatible with the *broadcast media*.

The most we will pay for *loss* in any one *occurrence* for Incompatibility of *Broadcast Media* is the Sub-limit of Insurance shown on the Declarations.



m. Service Equipment

We will pay for *loss* to *service equipment* used by you in your cable television system.

The most we will pay for *loss* in any one *occurrence* for *service equipment* is the Sub-limit of Insurance shown on the Declarations.

n. Personal Effects

We will pay for *loss* to the personal effects belonging to your officers and employees while on a location you own.

The most we will pay for *loss* in any one *occurrence* for personal effects is the Sub-limit of Insurance shown on the Declarations.

B. Exclusions

1. We will not pay for *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 from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct *loss* caused by that 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; or
- 3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Pollution

Loss caused by or resulting from the presence, release, discharge or dispersal of *pollutants*.

e. Flood

f. Earth Movement

Exclusions **B.1.a.** through **B.1.f.** apply whether or not the *loss* event results in widespread damage or affects a substantial area.

2. We will not pay for *loss* caused by or resulting from the following:
 - a. Delay, loss of market, loss of use or consequential loss of any kind.



- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Corrosion or rust;
- e. Dishonest or criminal act committed by:
 - 1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - 2) A manager or a member if you are a limited liability company;
 - 3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - 4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- f. Your failure to use all reasonable means to save and preserve property from further damage at and after the time of *loss*.
- g. Wear and tear, inherent vice, hidden or latent defect, gradual deterioration, depreciation, rust, corrosion, contamination; wet or dry rot; but we will pay for hidden or latent defect if it results in the partial or total collapse of a tower;
- h. Processing or any work upon Covered Property if the *loss* is a direct result of the work, alteration or repair;
- i. Marring, chipping, denting or scratching;
- j. Mechanical breakdown unless it results in the collapse of a tower;
- k. Electrical breakdown unless it emanates from an uncovered location.
- l. Faulty design, workmanship, materials, manufacture, or installation of any Covered Property;
- m. Programming errors or faulty instructions to data processing equipment
- n. Dampness or humidity, extremes or changes of temperature
- o. Rain, sleet, snow, or hail, all whether driven by wind or not, to property stored in the open.
- p. Theft from an unattended vehicle unless at the time of *loss* its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. This exclusion does not apply to carriers for hire;
- q. Intentional acts by you or any named insured that are intended to cause damage or destruction.

C. Limits of Insurance

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

The aggregate Sub-limits of Insurance on the Declarations for the perils of Flood, Earth Movement and Named Windstorm are the most we will pay in any one *occurrence* and during a policy year for all coverage(s) and coverage extensions, including Business Income and Extra Expense, in or endorsed on this policy.

The aggregate Sub-limit of Insurance shown on the Declarations for Pollutant Clean Up is the most we will pay in any one *occurrence* and during a policy year.

The existence of one or more Additional Insureds will not increase any Limit or Sub-limit of Insurance.



D. Deductible

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* exceeds the applicable deductible shown on the Declarations and/or any endorsements to this policy. We will then pay the amount of the adjusted *loss* in excess of the deductible up to the applicable Limit of Insurance.

If more than one deductible amount applies in a single *occurrence*, we will adjust *loss* in excess of the highest deductible amount.

If a percentage amount is shown for the deductible(s) of Earth Movement, Flood and Named Windstorm, the percentage shall be applied against the *values at risk at time of loss*.

The deductible for Business Income, if this coverage is attached to this policy, always applies in addition to the deductible(s) shown on the Declarations for this coverage form.

E. Additional Conditions

1. Valuation:

Replacement Cost

The most we will pay for *loss* to Covered Property that you repair or replace, is the least of the following:

- a. The Limit of Insurance for the lost or damaged Covered Property;
- b. The cost to replace the lost or damaged Covered Property, without deduction for depreciation, with new property of comparable quality and utility at the same location;
- c. The amount you actually spend to repair or replace the lost or damaged Covered Property.

Replacement Cost will not apply until you actually repair or replace the Covered Property. The repairs or replacement must be made within one year of the date of *loss*.

Actual Cash Value

If the Replacement Cost condition above does not apply, we will use *Actual Cash Value* valuation and pay you the least of the following:

- a. The Limit of Insurance for the lost or damaged Covered Property;
- b. The amount which you actually spend to repair or replace the damaged or destroyed Covered Property with property of the same kind or quality;
- c. The property's *actual cash value* at the time of *loss*.

Software

We will pay the actual cost of reproducing or replacing the software. If you do not or can not reproduce or replace the software, we will pay the cost of blank materials on which the software was recorded.

If you provide us with a schedule of software with values before the inception of coverage, we will pay you the amount shown on the schedule you provide us.

Books, Records and Recordings



We will only pay the cost of blank materials and transcribing for books, records, manuscripts, abstracts, drawings, card index systems and other records.

We will only pay the cost of blank materials and electronically or photographically copying motion picture film, sound, audio or visual tapes, discs, or cassettes, transparencies, slides, media library stock and stock footage.

2. Coinsurance

You agree to keep Covered Property insured for the percentage amount shown on the Declarations. If you do not, you will incur a penalty in the event of a *loss*.

The penalty is that we will pay only that portion of a *loss* that the Limit of Insurance for the item or items involved in the *loss* bears to the value of the item or items as of the date of *loss*.

F. Definitions

1. *Actual Cash Value* means the replacement cost at the time of *loss*, of the property damaged or destroyed, less depreciation.
2. *Loss* means accidental loss or damage.
3. *Pollutants* means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. *Earth Movement* means earthquake, landslide, mudslide, mudflow, volcanic eruption, mine subsidence or earth sinking, rising, or shifting (other than *sinkhole collapse*) but earth movement does not mean settling, shrinking, subsidence, expansion, or contraction.
5. *Flood* means a general and temporary condition during which the surface of normally dry land is partially or completely inundated, which arises from:
 - a. Rain and resultant runoff;
 - b. The overflow or breach of any boundary of a man-made or natural body of water; or
 - c. Waves, tides, tidal waves or movements, or spray from any of these;whether driven by wind or not.

Flood does not mean the accumulation of water from any source on a roof or other surface of a building, dwelling or structure.

6. *Occurrence* means all *loss* attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident first occurring in the policy period. All such *loss* will be treated as one *occurrence* irrespective of the period of time or area over which such *loss* occurs, unless a specific period of time is included in this policy. The most we will pay for *loss* in any one *occurrence* is the applicable Limit of Insurance shown on the Declarations.

Each physical *loss* caused by earth movement and/or flood, if these are covered perils, will constitute a single *occurrence*. If more than one earth movement and/or flood occurs within any



period of (72) hours during the term of this policy, you may elect the moment when the (72) hours of coverage will begin.

We will not pay for *loss* caused by or resulting from any earth movement or flood first occurring before the inception date and time of this policy, or for any *loss* first occurring after the expiration date and time of this policy.

7. *Valuable Papers* means inscribed, printed or written documents, manuscripts or records including abstracts, books, deeds, drawings, films, maps, or mortgages.

But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

8. *Broadcast media* means exposed motion picture film (developed and undeveloped) sound, audio, or visual tapes, discs and cassettes, color transparencies, slides, library stock and stock footage.

9. *Service Equipment* means:

- a. Specialized equipment such as trenchers, compressors, and other portable machinery usual to a cable television system to service, repair or install a system, including their spare parts and accessories;
- b. vehicles used solely to move specialized equipment provided the specialized equipment is permanently attached to it;
- c. vehicles designed principally for off-road usage; vehicles not registered or licensed.

10. *Personal property* means all property, including improvements and betterments, other than real property and land.

11. *Named Windstorm* means any windstorm or weather disturbance assigned a name by the National Weather Service, Insurance Service Offices, or any other recognized meteorological authority.

12. *Values at risk at time of loss* means the value of all Covered Property, at the locations damaged in the *loss*, on the date of *loss*.



CABLE TELEVISION SYSTEM DECLARATIONS

Policy Number:
Named Insured and Mailing Address:

Company Name:
Producer's Name & Address

I. General Policy Information

Business Description:

When Coverage Begins:

12:01a.m. Local Time at Named
Insured's address

When Coverage Ends:

12:01a.m. Local Time at Named
Insured's address

In return for the payment of premium and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in the policy.

II. Limits of Insurance

Occurrence Limit of Insurance

The most we will pay for all *loss* resulting from all Covered Causes of Loss in any one *occurrence* is: \$

Sub-limits of Insurance

The Sub-limits of Insurance below are part of, and not in addition to the Occurrence Limit of Insurance shown above.

	Sub-limits of Insurance
Transmission and distribution lines	\$
Transit	\$
Extensions of Coverage	Sub-limits of Insurance
Debris Removal	\$10,000
Newly Acquired Equipment and Property	\$250,000
Pollutant Clean Up	\$10,000
Fire Department Service Charge	\$10,000



Service Equipment	\$25,000
Personal Effects	\$25,000
Broadcast Media	\$25,000
	Sub-limits of Insurance
Incompatibility of Software	\$25,000
Incompatibility of Broadcast Media	\$25,000
Accounts Receivable	\$100,000
Loss data preparation costs	\$25,000
Consulting engineers	\$100,000
Valuable Papers and Records	\$100,000
Business Income and Extra Expense combined	\$
Extended Period of Indemnity	30 Days

Annual Aggregate Sub-limits of Insurance

If a Sub-limit of Insurance is shown below for the peril(s) of Flood or Earth Movement, the exclusion(s) for the specific peril(s) contained in the Cable Television System Coverage Form is(are) deleted. The aggregate Sub-limits of Insurance below are the most we will pay for loss caused by or resulting from the perils of Flood, Earth Movement or Named Windstorm in any one occurrence and during the policy term.

		Sub-limits of Insurance
Flood	Per Occurrence	\$
	Annual Aggregate	\$
Earth Movement	Per Occurrence	\$
	Annual Aggregate	\$
Named Windstorm	Per Occurrence	\$
	Annual Aggregate	\$

III. Premium

Total Premium	\$
Minimum Premium	\$

IV. Deductible

The deductible amount applicable to all losses except as shown below	\$
--	----



The deductible applicable to	\$	
Flood Deductible Minimum amount	\$	%
Earth Movement Minimum Amount	\$	%
Named Windstorm Minimum Amount	\$	%
Business Income		30 Days

V. Coinsurance

Coinsurance Amount Applicable to Property	%
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VI. Attached Forms

These declarations, the forms attached and all endorsements attached and issued on or after the effective date constitute the Policy.

Date:

Authorized Representative

BUSINESS INCOME AND EXTRA EXPENSE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CABLE TELEVISION SYSTEM COVERAGE FORM

A. Coverage

1. Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary *suspension* of your *operations* during the *period of restoration*. The *suspension* must be caused by direct physical *loss* to Covered Property at a covered location and for which a Business Income Limit of Insurance is shown in the Declarations or Supplemental Declarations. The *loss* must be caused by or result from a Covered Cause of Loss.

If you occupy only part of the site of a covered location, covered location means:

- a. The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the covered location is located, if that area services or is used to gain access to the covered location.

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

2. Extra Expense

- a. Extra Expense coverage is provided at the location(s) described on the Declarations or Supplemental Declarations only if the Declarations or Supplemental Declarations show that Business Income coverage applies at that location.
- b. Extra Expense means necessary and reasonable expenses you incur during the *period of restoration* that you would not have incurred if there had been no direct physical *loss* to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- 1) Avoid or minimize the *suspension* of business and to continue operations at the described location or at replacement location or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- 2) Minimize the *suspension* of business if you cannot continue *operations*.

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of *loss* that otherwise would have been payable under this Coverage Form.

3. Business Income and Extra Expense Extensions

We will pay for your actual loss of Business Income you sustain and the Extra Expense you incur due to direct physical *loss* to the property of a public utility that supplies you with power or communications services. But this does not include *loss* to overhead cable or wires off of a covered location.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a *suspension of operations* is caused by destruction or corruption of electronic data, or any *loss* to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a *suspension of operations* caused by destruction or corruption of electronic data, or any *loss* to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- c. 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.

5. Additional Coverages

a. Civil Authority

We will pay for the actual loss of Business Income you sustain and the necessary and reasonable Extra Expense you incur caused by action of civil authority that prohibits access to a covered location due to direct physical *loss* to property, other than at the covered location, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 30 days after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- 1) 30 days after the time of that action; or
 - 2) When your Business Income coverage ends;
- whichever is later.

b. Extended Business Income

If the necessary *suspension of your operations* produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- 1) Begins on the date property is actually repaired, rebuilt or replaced and *operations* are resumed; and
- 2) Ends on the earlier of:
 - a) The date you could restore your *operations*, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical *loss* had occurred; or
 - b) 30 consecutive days after the date determined in (1) (a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical *loss* at the described premises caused by or resulting from any Covered Cause of Loss.

c. Interruption Of Computer Operations

- 1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.
- 2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a *suspension of operations* caused by an interruption in computer operations due to *loss* or corruption of electronic data due to a Covered Cause of Loss.
- 3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are limited to the *specified causes of loss* as defined in the Definitions.
- 4) The *specified causes of loss* include a virus, harmful 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 there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- 5) The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$25,000 for all *loss* sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for *loss* 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. 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.
- 6) This Additional Coverage – Interruption in Computer Operations does not apply to *loss* sustained or expense incurred after the end of the *period of restoration*, even if the amount of insurance stated in (5) above has not been exhausted.

d. Newly Acquired Locations

- 1). You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- 2). The most we will pay for *loss* under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- 3) Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - a) This policy expires;
 - b) 30 days expire after you acquire or begin to construct the property; or
 - c) You report values to us.

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

B. Additional Exclusions

The following exclusions apply in addition to the exclusions found in the coverage form to which this endorsement is attached.

We will not pay for loss of Business Income or for any Extra Expense from any of additional exclusions:

1. *Loss* to a satellite or satellite communication system that supplies you with service.

2. Any increase of loss caused by or resulting from:
 - a. 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
 - b. 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* and any extension of the *period of restoration* in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
3. Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the *period of restoration*.
4. Any other consequential *loss*.

C. Limits Of Insurance

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

D. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of *loss*, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of *loss*:
 - 1) Notify the police if a law may have been broken.
 - 2) Give us prompt notice of the direct physical *loss*. Include a description of the property involved.
 - 3) As soon as possible, give us a description of how, when, and where the direct physical *loss* occurred.
 - 4) Take all reasonable steps to protect the Covered Property from further *loss*, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent *loss* resulting from a cause of *loss* that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - 5) As often as may be reasonably required, permit us to inspect the property proving the *loss* and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- 6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - 7) Cooperate with us in the investigation or settlement of the claim.
 - 8) If you intend to continue your business, you must resume all or part of your *operations* as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
- 1) The Net Income of the business before the direct physical *loss* occurred;
 - 2) The likely Net Income of the business if no physical *loss* 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;
 - 3) The operating expenses, including payroll expenses, necessary to resume *operations* with the same quality of service that existed just before the direct physical *loss*; and
 - 4) Other relevant sources of information, including:
 - a) Your financial records and accounting procedures;
 - b) Bills, invoices and other vouchers; and
 - c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- 1) All expenses that exceed the normal operating expenses that would have been incurred by *operations* during the *period of restoration* if no direct physical *loss* had occurred. We will deduct from the total of such expenses:
 - a) The salvage value that remains of any property bought for temporary use during the *period of restoration*, once *operations* are resumed; and
 - b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - 2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.
- c. **Resumption Of Operations**
- We will reduce the amount of your:
- 1) Business Income loss, other than Extra Expense, to the extent you can resume your *operations*, in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - 2) Extra Expense loss to the extent you can return *operations* to normal and discontinue such Extra Expense.
- d. 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. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or

- b. An appraisal award has been made.

E. Definitions

The following are added to the Definitions:

1. *Operations* means: your business activities occurring at a covered location; and
2. *Period of Restoration* means the period of time that:
 - a. Begins:
 - 1) 30 days after the time of direct physical *loss* for Business Income coverage; or
 - 2) Immediately after the time of direct physical *loss* for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
 - 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; or
 - 2) The date when business is resumed at a new permanent location.

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

- 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2) 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 cut short the *period of restoration*.

3. *Suspension* means the slowdown or cessation of your business activities.
4. *Specified Causes of Loss* means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - 1) The cost of filling sinkholes; or
 - 2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include *loss* to:
 - 1) Personal property in the open; or
 - 2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) , that is located on the described premises and contains water or steam.

SERFF Tracking Number: *ACEH-125953144* *State:* *Arkansas*
First Filing Company: *ACE American Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-CIM-2008108*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0000 Inland Marine Sub-TOI Combinations*
Product Name: *08-CIM-2008108*
Project Name/Number: *Inland Marine Communication Forms/08-CIM-2008108*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125953144 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-CIM-2008108
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: 08-CIM-2008108
Project Name/Number: Inland Marine Communication Forms/08-CIM-2008108

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	01/12/2009
Comments:		
Attachment: NAIC Transmittal Combined.pdf		
Satisfied -Name: Filing Memorandum	Review Status: Approved	01/12/2009
Comments:		
Attachment: Communication Form Filing Memorandum[2].pdf		
Satisfied -Name: Coverage Comparison	Review Status: Approved	01/12/2009
Comments:		
Attachment: Communicatio Coverage Form Comparisons[1].pdf		
Satisfied -Name: Endorsement Comparison	Review Status: Approved	01/12/2009
Comments:		
Attachment: COMMUNICATION end't COMPARISON (2)[3].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 style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
ACE INA	0626

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
ACE American Insurance Company	PA	22667	95-2371728	
ACE Fire Underwriters Insurance Company	PA	20702	06-6032187	
ACE Property & Casualty Insurance Co	CT	20699	06-0237820	
Bankers Standard Insurance Company	PA	18279	59-1320184	
Indemnity Insurance Company of North America	PA	43575	06-1016108	
Insurance Company of North America	PA	22713	23-0723970	
Pacific Employers Insurance Company	PA	22748	95-1077060	
Westchester Fire Insurance Company	NY	21121	13-5481330	

5. Company Tracking Number	08-CIM-2008108
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kathy S. Brumbelow 500 Colonial Center Parkway, Suite 200 Roswell, GA 30076	Sr. Regulatory Compliance Specialist	800-982-9826, ext. 4146	678-795-4170	kathy.brumbelow@ ace-ina.com
7.	Signature of authorized filer		<i>Kathy S. Brumbelow</i>		
8.	Please print name of authorized filer		Kathy S. Brumbelow		

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

9.	Type of Insurance (TOI)	09.0 Inland Marine			
10.	Sub-Type of Insurance (Sub-TOI)	09.0000			
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)	Commercial Inland Marine Communication Program			
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:	February 1, 2009	Renewal:	February 1, 2009

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	December 18, 2008
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	08-CIM-2008108
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	
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We are filing the declarations, coverage forms and related endorsements for our new radio and television broadcasters' coverage, video and filmmakers coverage, telephone communication equipment coverage and cable television system coverage. These forms will replace the corresponding forms on the list concurrently with your approval of the new forms.

The purpose of this filing is to update our existing language, incorporate changes now commonly found in the marketplace in competitors' portfolios of products, eliminate or correct various editorial issues and to create individual products for individual coverages.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]	
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>		

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

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

COMMERCIAL INLAND MARINE

FILING MEMORANDUM

We hereby file the declarations, coverage forms and related endorsements for our new radio and television broadcasters' coverage, video and filmmakers coverage, telephone communication equipment coverage and cable television system coverage. These forms will replace the corresponding forms listed below.

The purpose of this filing is to update our existing language, incorporate changes now commonly found in the marketplace in competitor's portfolios of products, eliminate or correct various editorial issues and to create individual products for individual coverages.

The forms included in this filing for the Radio and Television Broadcasters' coverage are as follows:

ACE0382 (07/08) Radio and Television Broadcaster Coverage Form, replaces BB-1A01 (11/90) as well as the applicable coverage section of BB-606576 (8/96). A side-by-side comparison for this coverage form is enclosed with this filing.

ACE0383 (07/08) Broadcast Media Endorsement, replaces applicable coverage part of BB-1A01 (11/90). A side-by-side comparison for this coverage form is included in this filing.

ACE0385 (07/08) Broadcasting Property – Tower Collapse, replaces applicable coverage part of BB-1A01 (11/90). A side-by-side comparison for this coverage form is included in this filing.

ACE0386 (07/08) Business Income and Extra Expense Coverage Endorsement, replaces applicable coverage part of BB-2B93 (11/90). A side-by-side comparison for this coverage form is included in this filing.

ACE0387 (07/08) Business Income Endorsement, replaces applicable coverage part of BB-2B93 (11/90). A side-by-side comparison for this coverage form is included in this filing.

ACE0390 (07/08) Electrical Apparatus Breakdown Coverage Endorsement, replaces applicable coverage part of BB-8A10 (11/90). A side-by-side comparison for this coverage form is included in this filing.

ACE0391 (07/08) Extra Expense Endorsement, replaces applicable coverage part of BB-2B93 (11/90). A side-by-side comparison for this coverage form is included in this filing.

ACE0392 (07/08) Radio and Television Broadcaster Declarations, replaces BB-2679 (11/90). A side-by-side comparison is enclosed.

ACE0393 (07/08) Radio and Television Broadcaster Supplemental Declarations, provides a supplemental declarations.

The forms included in this filing for the Video and Filmmakers coverage are as follows:

ACE0396 (07/08) Video & Filmmakers Coverage Form – replaces applicable coverage parts of FRM-VF598 (6/98) and BB-606576 (8/96). A side-by-side comparison is enclosed.

ACE0398 (07/08) Business Income and Extra Expense Endorsement – replaces applicable coverage part of FRM-VF598 (6/98). A side-by-side comparison is enclosed.

ACE0399 (07/08) Video & Filmmakers Declarations – replaces DEC-VF598 . A side-by-side comparison is enclosed.

ACE0400 (07/08) Faulty Stock, Camera and Processing Coverage Endorsement – replaces applicable coverage part of FRM-VF598 (6/98). A side-by-side comparison is enclosed.

ACE0401 (07/08) Property Damage Liability Coverage Endorsement – replaces applicable coverage part of FRM-VF598 (6/98). A side-by-side comparison is enclosed.

The forms included in this filing for the Telephone Communication Coverage are as follows:

ACE0402 (12/08) Telephone Communication Equipment Coverage Form – replaces BB-4527 (4/91) as well as the applicable coverage section of BB-606576 (8/96). A side-by-side comparison is enclosed.

ACE0403 (07/08) Telephone Communications Equipment Supplemental Declarations – provides a supplemental declarations.

ACE0404 (07/08) Business Income and Extra Expense Endorsement – replaces applicable coverage part of BB-5538 (4/91). A side-by-side comparison is enclosed.

ACE0405 (07/08) Telephone Communications Equipment Declarations – replaces BB-7874 (4/91). A side-by-side comparison is enclosed.

ACE0406 (07/08) Equipment Breakdown Coverage Endorsement – replaces applicable coverage part of BB-6285 (4/91). A side-by-side comparison is enclosed.

The forms included in this filing for the Cable Television Coverage are as follows:

ACE0407 (07/08) Cable Television System Coverage Form – replaces BB-8E66 (6/92) as well as the applicable coverage section of BB-606576 (8/96). A side-by-side comparison is enclosed.

ACE0408 (07/08) Cable Television System Declarations – replaces BB-9L80 (6/92). A side-by-side comparison is enclosed.

ACE0409 (07/08) Business Income and Extra Expense Endorsement – replaces applicable coverage part of BB-8E66 (6/92). A side-by-side comparison is enclosed.

ACE0382 (07/08) RADIO AND TELEVISION BROADCASTER COVERAGE FORM COMPARISON

Radio and Television Broadcaster, BB-1A01 (11/90) and BB-606576 (8/96)	Radio and Television Broadcaster Coverage Form ACE0382 (07/08)
<p>Coverage</p> <p>Insured has option to purchase coverage for transmission towers, transmitting equipment, theatrical property, tower collapse, mobile broadcasting equipment, mobile broadcasting vehicles, distribution cable systems.</p> <p>Property not Covered</p> <p>Aircraft, watercraft and automobiles Plants, animals or growing crops Jewelry or precious stones Money, currency, securities, letters of credit or accounts receivable Towers and accessories and auxiliary equipment during construction or installation</p> <p>Extensions of Coverage</p> <p>Debris Removal</p> <p>Terrestrial Equipment Adjustments</p> <p>Tuning of Towers</p> <p>Newly Acquired Equipment</p> <p>Damage Resulting from Theft</p> <p>Fire Department Service Charge</p> <p>Professional Accountant Fees</p> <p>Consulting Engineers Fees</p> <p>Loss Data Preparation Costs</p> <p>Pollution Clean-Up</p> <p>Valuable Papers and Records</p>	<p>Same except tower collapse is provided under a separate endorsement and no coverage is provided for cable systems.</p> <p>Accounts, bills, currency deeds, evidences of debt, money, notes and securities Jewelry, precious or semi-precious stones or metals, watches, furs, fine arts and antiques Plants except as used as props or scenery; animals Contraband or property in the course of illegal transportation or trade Land or water Aircraft or satellites, watercraft or automobiles Towers and accessories and auxiliary equipment during construction or installation Real and personal property and business income and extra expense</p> <p>Same</p> <p>No such coverage</p> <p>Same</p> <p>Same</p> <p>Same</p> <p>Same</p> <p>Same</p> <p>Included in Loss Data preparation</p> <p>Same</p> <p>Same but more specific on what is and isn't covered</p> <p>Same</p> <p>Same</p>

No such coverage	Accounts receivable
No such coverage	Fire Protection Services
No such coverage	Removal
No such coverage	Expediting Expense
Additional Conditions	
Tower Alteration	Same
Tower Maintenance Warranty	Same
Limits of Insurance (Coverage limits)	
Refers to limits on declarations	Refers to limits on declarations, specifies that certain coverages have aggregate limits and specifies that the limits are not increased if there's more than one named insured.
Valuation (How to calculate the value of Property)	
Replacement Cost with certain property at Actual Cash Value	Same
Coinsurance Agreement	
Coinsurance clause with example	Same without example
Definitions	
Clean-Up, Distribution Cable System, Head-end Facility, Pollutants, Studio Equipment, Tariff, Transponder	Actual Cash Value, Loss, Pollutants, Earth Movement, Flood, Occurrence, Valuable Papers, Studio Equipment, Named Windstorm, Values at risk at time of loss. (Note some of these definitions are included in BB-606576 (8/96).
BB-606576 (8/96)	
This form incorporates many of the terms and conditions in the Inland Marine and Common Policy Conditions.	
Notification, Protection of Property, Inventory, Proof of Loss, Suits against Us, Transfer of Your Rights of recovery Against Others To Us and Recovered Property	These terms are in our Inland Marine and Common Policy Conditions.
Coverage Limits and How to Calculate the Value of Property	These clauses are in the Coverage Form as Limits of Insurance and Valuation.

<p>What We Will Pay for Loss of Income</p> <p>Certain portions of this clause do not apply to RTV business such as measuring a non-profits loss.</p> <p>Other Conditions Affecting Property Losses</p> <p>Improvements by Tenants</p> <p>Property in Sets</p> <p>Coinsurance Agreement</p> <p>Other Insurance, Abandonment, Appraisal, Labels, Our options After a Loss, Payment of Loss, Privilege to Adjust with Owner , Release of Others</p> <p>General Conditions</p> <p>Bankruptcy and Insolvency, Benefit to Bailee, Cancellation, Changes, Concealment, Misrepresentation or Fraud, Conformity with Law, Contracts, Inspection and Audit, Local or state Ordinance, Maintaining records, Mortgage and trustee Interest, Premium, Renewal, Sole Agent, Territorial Limits, transfer of Legal Rights, When Coverage Begins and Ends.</p> <p>Glossary</p>	<p>This is incorporated into the Business Income Endorsement.</p> <p>See the Valuation clause</p> <p>See Inland Marine Conditions – Pair & Sets</p> <p>In Coverage Form</p> <p>These clauses may be found in the Inland Marine and Common Policy Conditions.</p> <p>The Inland Marine and Common Policy Conditions attached to the policy contain most of these clauses. We do not include Mortgagee Clauses (use separate ISO endorsement)</p> <p>Many of the terms in the glossary are no longer defined in our policy as they have been determined to be understood by all. Note Definitions section above.</p>
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ACE0396 (07/08), VIDEO & FILMMAKERS COVERAGE FORM COMPARISON

<p>Video & Filmmakers Coverage Form, Parts 1 & 2 FRM –VF598 (6/98) and BB-606576 (8/96)</p>	<p>Video & Filmmakers Coverage Form ACE0396 (07/08)</p>
<p>Coverage</p> <p>Provides coverage for “loss” to Covered Property owned by the insured or by others in the insured’s care, custody or control.</p> <p>Covered property is specified as:</p> <p>Production equipment Props, sets, and wardrobe Third Party Property Damage Liability Negative Film Faulty Stock, Camera and Processing Business Continuation</p> <p>Causes of Loss</p> <p>Risks of direct physical “loss” or damage except those causes of loss listed in the exclusions.</p> <p>Exclusions</p> <p>Asbestos, Computer virus, delay, loss of marketing (sic), Disappearance, dishonesty, electric currents, faulty design, workmanship, materials, flooding, glass breakage, government activity, inherent vice, latent defect, mechanical breakdown, neglect, nuclear activity, programming errors, pollution and contamination, property being worked on, property stored in the open, sinkhole collapse, stunting activity, theft from unattended vehicle, volcanic action, voluntary parting, war and wear an tear.</p> <p>Additional exclusions:</p> <p>Crashes or stunts Enforcement of law or ordinance Suspension or cancellation of license, lease or contract Interference with occupancy or with repairs or replacement of covered property.</p> <p>Negative Film only: Fogging; use of faulty materials, faulty cameras, faulty recorders, sound equipment and lighting; faulty generators; faulty editing or processing; accidental exposure to light; accidental erasure; cutting, cueing or lab work; errors in</p>	<p>Provides direct physical loss, otherwise same</p> <p>Same except Third Party Property Damage and Business Continuation, Faulty Stock, Camera and Processing are included in separate endorsements.</p> <p>Property not covered included in the coverages and in the separate endorsements. Also excluding land and water and real and personal property including business income and extra expense.</p> <p>Same</p> <p>Exclusions are broken into two tiers.</p> <p>Tier 1: Gov’t action, war, nuclear, pollution, flood, earth movement</p> <p>Tier 2: Delay, loss of use, loss of market; unexplained disappearance, shortage on taking inventory; Corrosion; dishonest or criminal act; failure to use all reasonable means; wear, tear, inherent vice, hidden or latent defect, gradual deterioration, depreciation, erosion; processing, marring, chipping, denting or scratching; mechanical or electrical breakdown; faulty design, faulty workmanship, faulty materials, faulty manufacture faulty installation; programming errors; dampness or humidity, extremes of temperature; breakage of glassware porcelains, china; rain, sleet, snow or hail to property in the open; prearranged crashes; theft from unattended vehicles.</p> <p>Same</p>

<p>judgment in exposure to lighting, exposure or sound recording; use of the wrong type of raw stock; intentional destruction of duplicate work prints, offshoots back-ups or retakes; exposure of recording to magnetic or electrical fields; delay in delivery of raw film or tape; x-rays and other airport screening devices.</p>	<p>Some exclusions in the old coverage form have been put in the individual endorsements. Refer to the endorsement list and summary attached.</p>
<p>Automatic Coverage Extensions</p>	
<p>Debris Removal Fire Department Service Charge Incompatibility of Media Loss Data Preparation Costs Personal Effects Pollution Clean-Up Professional Accountants Fees Consulting engineers fees Valuable Papers and records Business Continuation Accounts receivable No comparable coverage Video & Filmmakers Media</p>	<p>Same Same Same Expanded what is and isn't covered Same Same Included in Loss Data Preparation Included in Loss Data Preparation Same Moved to a separate endorsement Same Expediting Expenses Same</p>
<p>Additional Conditions</p>	
<p>Valuation: replacement cost, actual cash value, agreed amount or the amount in a written lease agreement</p>	<p>Same</p>
<p>Coinsurance agreement</p>	<p>Same</p>
<p>Reporting Provisions</p>	<p>Same but combined reporting into a single clause rather than multiple similar provisions</p>
<p>Other Insurance</p>	<p>In the Inland Marine Conditions</p>
<p>Pair and Set</p>	<p>In the Inland Marine Conditions</p>
<p>Benefit to Bailee</p>	<p>In the Inland Marine Conditions</p>
<p>Declaration</p>	<p>In the reporting provision</p>
<p>Minimum Premium</p>	<p>In the reporting provision</p>
<p>Territorial Limits</p>	<p>In the Inland Marine Conditions</p>
<p>Definitions</p>	
<p>Automobile</p>	<p>Not defined</p>
<p>clean-up</p>	<p>Not defined</p>
<p>computer virus</p>	<p>Not defined</p>
<p>covered production</p>	<p>Same</p>
<p>fine arts</p>	<p>Not defined</p>
<p>flooding</p>	<p>Flood- broader definition</p>
<p>loss</p>	<p>Same</p>

<p>pollutants post-production production production costs sinkhole collapse volcanic action valuable papers and records video & filmmakers media video & filmmakers property waiting period not defined not defined not defined Not defined</p>	<p>Same Not defined Same Same Not defined Not defined Same Same Not defined Not defined Earth Movement Actual Cash Value Occurrence Covered Production</p>
<p>BB-606576 (8/96)</p>	
<p>This form incorporates many of the terms and conditions in the Inland Marine and Common Policy Conditions.</p>	
<p>Notification, Protection of Property, Inventory, Proof of Loss, Suits against Us, Transfer of Your Rights of recovery Against Others To Us and Recovered Property</p>	<p>These terms are in our Inland Marine and Common Policy Conditions.</p>
<p>Coverage Limits and How to Calculate the Value of Property</p>	<p>These clauses are in the Coverage Form as Limits of Insurance and Valuation.</p>
<p>What We Will Pay for Loss of Income</p>	
<p>Certain portions of this clause do not apply to RTV business such as measuring a non-profits loss.</p>	<p>This is incorporated into the Business Income Endorsement.</p>
<p>Other Conditions Affecting Property Losses</p>	
<p>Improvements by Tenants</p>	<p>See the Valuation clause</p>
<p>Property in Sets</p>	<p>See Inland Marine Conditions – Pair & Sets</p>
<p>Coinsurance Agreement</p>	<p>In Coverage Form</p>
<p>Other Insurance, Abandonment, Appraisal, Labels, Our options After a Loss, Payment of Loss, Privilege to Adjust with Owner , Release of Others</p>	<p>These clauses may be found in the Inland Marine and Common Policy Conditions.</p>
<p>General Conditions</p>	
<p>Bankruptcy and Insolvency, Benefit to Bailee, Cancellation, Changes, Concealment, Misrepresentation or Fraud, Conformity with Law, Contracts, Inspection and Audit, Local or state Ordinance, Maintaining records, Mortgage and trustee Interest, Premium, Renewal, Sole Agent,</p>	<p>The Inland Marine and Common Policy Conditions attached to the policy contain most of these clauses. We do not include Mortgagee Clauses (use separate ISO endorsement)</p>

Territorial Limits, transfer of Legal Rights, When Coverage Begins and Ends.

Glossary

Many of the terms in the glossary are no longer defined in our policy as they have been determined to be understood by all. Note Definitions section

Outside plant property such as poles, pole lines, aerial cable, underground cable , etc	Same
No similar language	Exclusions are broken into two tiers with different lead-in language for each. Tier 1 exclusions are absolute.
No similar language	Cell phones, PDAs, smart phones or other personal mobile communication devices
Exclusions	
Asbestos	No similar language – separate endorsement
Delay, loss of use	Includes consequential loss of any kind
Disappearance	Same includes shortage as separate exclusion
Dishonesty	Includes criminal acts and is crafted to include managers and members of an LLC. Makes exception for motor carriers.
Electrical Currents	Same
Faulty design, workmanship, and material	Same
Flooding	Same but different definition
Gov't Activity	Same
Inherent Vice	Same
Latent defects	Same
Mechanical breakdown	Same
Neglect	Same
Nuclear	Same
Pollution and Contamination	Same but no exceptions
Programming errors	Same
Property being worked on	Same
War	Same
Wear and tear	Same except mold
No exclusion	Earth Movement
No exclusion	Dampness or humidity, extremes or changes in temperature.
Automatic Extensions of Coverage	

Extra Expense	No similar language – included in separate endorsement
Debris Removal	Same We will pay up to the limit except we will not pay for transporting polluted land , water or covered property to storage or disposal sites
Tuning of Towers	Same
Newly Acquired Equipment	Same
Damage Resulting from Theft	Same
Fire Department Service Charge	Same
Professional Accountants Fees	Included in Loss Data Preparation
Consulting Engineers	Same
Loss Data Preparation Costs	More limited in whose expenses we will pay for
Pollution Clean-Up	Same
Valuable Papers and Records	Same
No comparable coverage	Expediting Expense
No comparable coverage	Fire Protection Services
Deductible	
Per occurrence and subtract largest only	Per occurrence and subtract largest only. Also if percentage, defines how applies. Also specifies that any BI deductible is additional.
Additional Conditions	
Coverage Limits specifies amount we will pay for each coverage and specifies Debris Removal additional percentage plus specifies that if we pay a loss for other than towers, the amount of insurance will not be reduced.	Specifies we will pay up to the applicable limit of insurance except for aggregate limits and that if there is more than one insured, the limits don't increase.
Valuation:	Same
Replacement Cost Actual Cash Value Cost of reproduction or blanks for software Cost of blanks for books, records and recordings with cost of copying included for some property	

<p>Coinsurance Agreement</p> <p>Definitions</p> <p>Clean-up Flooding Pollutants Telephone Service Equipment Not defined Not defined Not defined Not defined Not defined Not defined Cellular Telephone System Cell site Mobile Telephone Switching Office Passive Repeater Remote Equipment Locations</p> <p>BB-606576 (8/96)</p> <p>This form incorporates many of the terms and conditions in the Inland Marine and Common Policy Conditions.</p> <p>Notification, Protection of Property, Inventory, Proof of Loss, Suits against Us, Transfer of Your Rights of recovery Against Others To Us and Recovered Property</p> <p>Coverage Limits and How to Calculate the Value of Property</p> <p>What We Will Pay for Loss of Income</p> <p>Certain portions of this clause do not apply to RTV business such as measuring a non-profits loss.</p> <p>Other Conditions Affecting Property Losses</p> <p>Improvements by Tenants</p> <p>Property in Sets</p> <p>Coinsurance Agreement</p> <p>Other Insurance, Abandonment, Appraisal, Labels, Our options After a Loss, Payment of Loss, Privilege to Adjust with Owner , Release of Others</p>	<p>Same</p> <p>Not defined Defined as flood. The definition is broader Same Not defined Earth Movement Actual Cash Value Occurrence Valuable Papers Personal Property Named Windstorm Values at Risk Time of Loss Not defined Not defined Not defined Not defined Not defined</p> <p>These terms are in our Inland Marine and Common Policy Conditions.</p> <p>These clauses are in the Coverage Form as Limits of Insurance and Valuation.</p> <p>This is incorporated into the Business Income Endorsement.</p> <p>See the Valuation clause</p> <p>See Inland Marine Conditions – Pair & Sets</p> <p>In Coverage Form</p> <p>These clauses may be found in the Inland Marine and Common Policy Conditions.</p>
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<p>General Conditions</p> <p>Bankruptcy and Insolvency, Benefit to Bailee, Cancellation, Changes, Concealment, Misrepresentation or Fraud, Conformity with Law, Contracts, Inspection and Audit, Local or state Ordinance, Maintaining records, Mortgage and trustee Interest, Premium, Renewal, Sole Agent, Territorial Limits, transfer of Legal Rights, When Coverage Begins and Ends.</p> <p>Glossary</p>	<p>The Inland Marine and Common Policy Conditions attached to the policy contain most of these clauses. We do not include Mortgagee Clauses (use separate ISO endorsement)</p> <p>Many of the terms in the glossary are no longer defined in our policy as they have been determined to be understood by all. Note Definitions section above.</p>
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ACE0407 (07/08) CABLE TELEVISION SYSTEM COVERAGE FORM COMPARISON

<p>ACE USA Part I, Your Property Coverage Cable Television System BB-8E66 (6/92) & BB-606576 (8/96)</p>	<p>Cable Television System Coverage Form, ACE0407 (07/08)</p>
<p>Coverage</p> <p>Risks of direct physical loss to covered property except those causes of loss listed in the exclusions</p> <p>Covered Property is personal property usual to a cable television system including antennas, antenna supporting towers, and underground feeder, underground subscriber drop and underground trunk cable plant that are part of the covered cable television system</p> <p>Optional coverage on transmission and distribution lines including cable support strand, protective sheathing, line and bridging amplifiers, tap off devices, pedestals and other similar equipment that is usual to the operation of the trunk and feeder cable plant.</p> <p>Business Continuation coverage caused by loss to covered property at a covered location and including loss to property of a public utility supplying power but it does not include satellites or satellite communication services. Coverage includes loss of business income and extra expense, including extended business income.</p> <p>Covered property in transit and away from an insured premises up to \$10,000.</p> <p>Property Not Covered</p> <p>Aerial feeder or trunk cable lines and plant except as include in the optional coverage.</p> <p>Aerial subscriber drop lines</p> <p>Aircraft, watercraft or automobiles</p> <p>Services equipment except as provided in the coverage Automatic Coverage Extensions</p> <p>Buildings, furniture, fixtures, improvements and betterments</p>	<p>Same</p> <p>Same</p> <p>Same</p> <p>Not included. Covered under a separate endorsement.</p> <p>Sub-limit of Insurance included but not specified amount</p> <p>Same</p> <p>Same</p> <p>Adds satellites</p> <p>No limitation; provided in Extension of Coverage</p> <p>Same</p>

Contraband or property in the course of illegal trade of transportation	Same
Jewelry or precious stones	Jewelry, precious or semi-precious stones and metals, watches, furs, fine arts and antiques
Money, currency, securities letters of credit or accounts receivable except as provided in Automatic Extensions of coverage.	Accounts, bill, currency, deeds, evidences of debt, money, notes or securities
Personal effects except as provided in Automatic Extensions of coverage	No limitation; provided in Extension of Coverage
Plants, animals or growing crops	No limitation
Satellites or their component parts	Included above
Towers, accessories and auxiliary equipment in the course of construction or installation	Same
No limitation	Land or water
Exclusions	
	Exclusions are broken into two tiers with different lead-in language for each. Tier 1 exclusions are absolute.
Asbestos	Included as separate endorsement
Delay, loss of use	Includes consequential loss of any kind
Disappearance	Same includes shortage as separate exclusion
Dishonesty	Includes criminal acts and is crafted to include managers and members of an LLC. Makes exception for motor carriers.
Electrical Currents	Same
Faulty design, workmanship, and material	Same
Flooding	Same but different definition
Gov't Activity	Same
Inherent Vice	Same
Latent defects	Same
Mechanical breakdown	Same
Neglect	Same
Nuclear	Same

Pollution and Contamination	Same but no exception
Programming errors	Same
Property being worked on	Same
War	Same
Wear and tear	Same except mold
No exclusion	Earth Movement
No exclusion	Dampness or humidity, extremes or changes in temperature.
Automatic Extensions of Coverage	
Newly Acquired or Constructed Property	Same but 60 days to report. Does not include lines.
Broadcast Media	Same
Business Continuation	No comparable coverage. Included in ACE0409 (07/08) Business Income and Extra Expense Endorsement
Consulting Engineers	Same
Debris Removal	We will pay up to the limit except we will not pay for transporting polluted land , water or covered property to storage or disposal sites
Fire Department Service Charge	Same
Incompatibility of Software	Same
Incompatibility of Broadcast Media	Same
Loss Data Preparation Costs	More limited in whose expenses we will pay for
Accounts Receivable	Same
Personal Effects	Same
Pollution Clean-Up	Same
Professional Accountants Fees	Included in Loss Data Preparation
Service Equipment	Same
Valuable Papers and Records	Same
No comparable coverage	Expediting Expense

<p>Deductible</p> <p>Per occurrence and subtract largest only</p> <p>Additional Conditions</p> <p>Coverage Limits specifies amount we will pay for each coverage and specifies Debris Removal additional percentage plus specifies that if we pay a loss for other than towers, the amount of insurance will not be reduced.</p> <p>Valuation:</p> <p>Replacement Cost Actual Cash Value Cost of reproduction or blanks for software Cost of blanks for books, records and recordings with cost of copying included for some property</p> <p>Coinsurance Agreement</p> <p>Definitions</p> <p>Automobile Broadcast Media Clean-up Computer Virus Flooding Loss Pollutants Service Equipment Software Waiting Period</p> <p>Not defined Not defined Not defined Not defined Not defined Not defined Not defined</p> <p>BB-606576 (8/96)</p> <p>This form incorporates many of the terms and conditions in the Inland Marine and Common Policy Conditions.</p>	<p>Per occurrence and subtract largest only. Also if percentage, defines how applies. Also specifies that any BI deductible is additional.</p> <p>Specifies we will pay up to the applicable limit of insurance except for aggregate limits and that if there is more than one insured, the limits don't increase.</p> <p>Same</p> <p>Same</p> <p>Not defined Same Not defined Not defined Defined as flood. The definition is broader Same Same Same Not defined Not defined – see Business Income endorsement Earth Movement Actual Cash Value Occurrence Valuable Papers Personal Property Named Windstorm Values at Risk Time of Loss</p>
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<p>Notification, Protection of Property, Inventory, Proof of Loss, Suits against Us, Transfer of Your Rights of recovery Against Others To Us and Recovered Property</p> <p>Coverage Limits and How to Calculate the Value of Property</p> <p>What We Will Pay for Loss of Income</p> <p>Certain portions of this clause do not apply to Cable business such as measuring a non-profits loss.</p> <p>Other Conditions Affecting Property Losses</p> <p>Improvements by Tenants</p> <p>Property in Sets</p> <p>Coinsurance Agreement</p> <p>Other Insurance, Abandonment, Appraisal, Labels, Our options After a Loss, Payment of Loss, Privilege to Adjust with Owner , Release of Others</p> <p>General Conditions</p> <p>Bankruptcy and Insolvency, Benefit to Bailee, Cancellation, Changes, Concealment, Misrepresentation or Fraud, Conformity with Law, Contracts, Inspection and Audit, Local or state Ordinance, Maintaining records, Mortgage and trustee Interest, Premium, Renewal, Sole Agent, Territorial Limits, transfer of Legal Rights, When Coverage Begins and Ends.</p> <p>Glossary</p>	<p>These terms are in our Inland Marine and Common Policy Conditions.</p> <p>These clauses are in the Coverage Form as Limits of Insurance and Valuation.</p> <p>This is incorporated into the Business Income Endorsement.</p> <p>See the Valuation clause</p> <p>See Inland Marine Conditions – Pair & Sets</p> <p>In Coverage Form</p> <p>These clauses may be found in the Inland Marine and Common Policy Conditions.</p> <p>The Inland Marine and Common Policy Conditions attached to the policy contain most of these clauses. We do not include Mortgagee Clauses (use separate ISO endorsement)</p> <p>Many of the terms in the glossary are no longer defined in our policy as they have been determined to be understood by all. Note Definitions section above.</p>
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COMMUNICATION FORMS COMPARISON

<p>BB-8A10 (11/90) ACE USA Radio & Television Optional Coverages Endorsement – applicable coverage section, Electrical Apparatus Breakdown Coverage</p>	<p>ACE0390 (07/08) Electrical Apparatus Breakdown Coverage Endorsement</p>
<p>Covers direct physical damage to defined Electrical Apparatus, subject to listed exclusions.</p>	<p>Same coverage and exclusions. For clarity, the sub-limit of insurance and deductible are included in the endorsement rather than on the Declarations page.</p> <p>Similarly, the definition of electrical apparatus and accident are included in the endorsement.</p>
<p>BB-2679 (11/90) Declarations – Radio and TV Broadcasters Policy</p>	<p>ACE0392 (07/08) Radio and Television Broadcaster Declarations and ACE0393 (07/08) Radio and Television Broadcaster Supplemental Declarations</p>
<p>The declarations lists name and address of the insured, producer, effective dates, policy number, locations, coverages, valuation, deductibles, loss payees and forms</p>	<p>Same except the new form specifies an occurrence limit of insurance and lists all of the sub-limits of insurance for Extensions of Coverage and the aggregate limits of insurance for certain perils. Additionally, the premium is shown along with a coinsurance amount. The supplemental declarations lists coverages by location and adds limits for transportation and un-named locations.</p>

BB-2B93 (11/90) ACE USA Radio & Television Coverage For Interruption of Operations - applicable coverage section, Loss of Income, Business Continuation and Extra Expense Coverages

These three coverages are built into a single coverage form.

Loss of Income provides reimbursement of lost income caused by or resulting from loss to Covered Property by a covered loss.

Business Continuation provides a combination of business income and extra expense payments caused by or resulting from loss to Covered Property by a covered loss.

Extra Expense provides coverage for ordinary business expenses over and above normal expenses as a result of a covered loss to Covered Property.

All three coverages include Prohibited Access to Your Premises.

Loss of Income and Business Continuation provide Extended Loss of Income Coverage.

Additional Exclusions for law or ordinance; suspension, lapse or cancellation of a lease and interference by persons or entities are added.

ACE0387 (07/08) Business Income Endorsement, ACE0386 (07/08) Business Income and Extra Expense Endorsement and ACE0391 (07/08) Extra Expense Endorsement

Each endorsement provides a separate coverage but are essentially the same other than language updates to current ISO wordings.

The name of Loss of Income is changed to Business Income.

The name of Business Continuation is changed to Business Income and Extra Expense Endorsement.

Expenses to Reduce Loss and Civil Authority are broken out into entitled paragraphs for easier identification. Additionally we have added Alterations and New Buildings to extend coverage to these while under construction or alteration, including machinery and equipment within 100 feet of these buildings.

We've also included coverage for loss by interruption of computer operations and newly acquired locations to the forms.

Exclusions include loss of satellite communications and any consequential loss as well as the loss from the suspension, lapse or cancellation of any license, lease or contract.

Certain conditions that apply to these coverages are added along with a loss determination methodology.

Finally, definitions applicable to these endorsements are included for easier reference and determination of coverage.

**BB-8A10 (11/90) ACE USA Radio & Television
Optional Coverage Endorsement – applicable
coverage section, Broadcast Media Library**

This coverage provides insurance for the cost of restoring, researching, replacing or reproducing broadcast media lost by a covered cause of loss.

Additional exclusions are added.

Additionally coverage for incompatible media for a fixed sub-limit of insurance.

**ACE0383 (07/08) Broadcast Media
Endorsement**

Same

The same exclusions are added.

Incompatible media coverage is added but no specific sub-limit of insurance is included. Rather the amount is included in the sub-limit of insurance for the endorsement.

For clarity, a limit of insurance and the deductible amount applicable to the coverage is included on the endorsement.

**BB-1A01 (11/90) ACE USA Part I, Your
Property Coverage Radio & Television
Broadcaster – applicable coverage section,
Broadcasting Property - Tower Collapse**

Provides coverage for transmission and studio buildings and their furniture lost as a result of a tower collapse, except if the collapse is caused by specified perils.

**ACE 0385 (07/08) Broadcasting Property –
Tower Collapse**

Same except a sub-limit of insurance and deductible are included in the endorsement.

**BB-5538 (4/91) ACE USA Telephone
Communications Equipment Coverage For
Interruption of Operations**

Business Continuation and Extra Expense Coverages

Covered in **ACE0404 (07/08), Business Income and Extra Expense Endorsement**

**BB-6285 (4/91) ACE USA Telephone
Communication Optional Coverages
Endorsement**

Optional Coverages for mechanical and electrical breakdown and cellular telephone system supplement

Mechanical and electrical breakdown covered in endorsement **ACE0406 (07/08), Equipment Breakdown Coverage Endorsement**. No optional cellular telephone system supplement coverage.

Business Continuation provides a combination of business income and extra expense payments caused by or resulting from loss to Covered Property by a covered loss.

The coverage includes Prohibited Access to Your Premises.

Business Continuation provides Extended Loss of Income Coverage.

Additional Exclusions for fogging or the use of faulty materials; faulty developing, editing processing; accidental exposure to light; intentional destruction; exposure of tapes and recording to magnetic or electrical fields; delay in delivery of raw film; errors in judgment in process are added.

FRM-VF598 (6/98) ACE USA Part I, Your Property Coverage Video & Filmmakers Coverage – applicable coverage section, Business Continuation Coverage

Business Continuation provides a combination of coverage for loss to covered property at a covered location and including loss to property of a public utility supplying power but it does not include fogging, faulty developing, sound equipment or editing, accidental exposure to light, intentional destruction of duplicates, exposure to magnetic or electrical fields, delay in delivery of raw film, errors in judgment in exposure, lighting or sound recording. Coverage includes loss of business income and extra expense, including extended business income.

Additional Exclusions for physical loss to film or tape, loss of profit, law or ordinance, suspension, lapse or cancellation of a lease and interference by persons or entities are added.

The name of Business Continuation is changed to Business Income and Extra Expense Endorsement.

Civil Authority is broken out into entitled paragraph for easier identification.

We've also included coverage for loss by interruption of computer operations

Exclusions include the same and any consequential loss as well as the loss from the suspension, lapse or cancellation of any license, lease or contract; enforcement of law or ordinance.

Certain conditions that apply to these coverages are added along with a loss determination methodology.

Finally, definitions applicable to these endorsements are included for easier reference and determination of coverage.

ACE0398 (07/08) Business Income and Extra Expense Endorsement

The endorsement wording is essentially the same other than language updates to current ISO language.

The name of Business Continuation is changed to Business Income and Extra Expense.

Expenses to Reduce Loss and Civil Authority are broken out into titled paragraphs for easier identification. Additionally, we have added Alterations and New Buildings to extend coverage to these while under construction or alteration, including machinery and equipment within 100 feet of these buildings.

We've also included coverage for loss by interruption of computer operations and newly acquired locations to the forms.

Exclusions mirror those in the current form.

Certain conditions that apply to these coverages are added along with a loss determination methodology.

Finally, definitions applicable to this endorsement are included for easier reference and determination of coverage.

<p>DEC-VF598 Video & Filmmakers Declarations</p> <p>The declarations lists name and address of the insured, producer, effective dates, policy number, coverages, covered productions, reporting base and coinsurance, valuation, and deductibles.</p>	<p>ACE0399 (07/08) Video & Filmmakers Declarations</p> <p>Same except the new form specifies an occurrence limit of insurance and lists all of the sub-limits of insurance for Extensions of Coverage and the aggregate limits of insurance for certain perils. Additionally, the premium is shown along with a coinsurance amount.</p>
<p>FRM-VF598 (6/98) ACE USA Part I, Your Property Coverage Video & Filmmakers Coverage – applicable coverage section, Faulty Stock, Camera and Processing</p> <p>Covers loss to specified property from certain perils, subject to a limit of insurance and deductible. A valuation is specified.</p>	<p>ACE0400 (07/08) Faulty Stock, Camera and Processing Coverage Endorsement</p> <p>Same. Specifies that the limit of insurance and deductible shown on the declarations applies.</p>
<p>FRM-VF598 (6/98) ACE USA Part I, Your Property Coverage Video & Filmmakers Coverage – applicable coverage section, Third Party Property Damage Liability</p> <p>Covers sums the insured is legally obligated to pay because of direct physical loss to the property of others including defense costs and other listed expenses.</p>	<p>ACE0401 (07/08) Property Damage Liability Coverage Endorsement</p> <p>Same but expands the list of property not covered to include accounts, bill, currency, deeds, evidences of debt, jewelry furs, fine arts, and other property listed. Specifies that the limit of insurance and deductible shown on the declarations applies.</p>

<p>BB-7874 (4/91) Declarations – Telephone Communication Equipment Policy</p> <p>The declarations lists name and address of the insured, producer, effective dates, policy number, locations, coverages, coverage limits, valuation, deductibles, loss payees and form</p>	<p>ACE0405 (07/08) Telephone Communications Equipment Declarations and ACE0403 (07/08) Telephone Communications Equipment Supplemental Declarations</p> <p>Same except the new form specifies an occurrence limit of insurance and lists all of the sub-limits of insurance for Extensions of Coverage and the aggregate limits of insurance for certain perils. Additionally, the premium is shown along with a coinsurance amount. The supplemental declarations lists coverages by location and adds limits for transportation and un-named location</p>
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<p>BB-9L80 (6/92) Declarations – Cable Television System Policy</p>	<p>ACE0408 (07/08) Cable Television System Declarations</p>
<p>The declarations lists name and address of the insured, producer, effective dates, policy number, locations, coverages, coverage limits, valuation, deductibles, loss payees and forms</p> <p>BB-8E66 (6/92) ACE USA Part I, Your Property Coverage Cable Television System – applicable coverage section, Business Continuation</p> <p>Business Continuation provides a combination of coverage for loss to covered property at a covered location and including loss to property of a public utility supplying power but it does not include satellite communication services. Coverage includes loss of business income and extra expense, including extended business income.</p> <p>Additional Exclusions for law or ordinance, suspension, lapse or cancellation of a lease and interference by persons or entities are added.</p>	<p>Same except the new form specifies an occurrence limit of insurance and lists all of the sub-limits of insurance for Extensions of Coverage and the aggregate limits of insurance for certain perils. Additionally, the premium is shown along with a coinsurance amount.</p> <p>ACE0409 (07/08) Business Income and Extra Expense Endorsement</p> <p>The endorsement wording is essentially the same other than language updates to current ISO wordings.</p> <p>The name of Business Continuation is changed to Business Income and Extra Expense Endorsement.</p> <p>Expenses to Reduce Loss and Civil Authority are broken out into titled paragraphs for easier identification. Additionally, we have added Alterations and New Buildings to extend coverage to these while under construction or alteration, including machinery and equipment within 100 feet of these buildings.</p> <p>We've also included coverage for loss by interruption of computer operations and newly acquired locations to the forms.</p> <p>Exclusions include loss of satellite communications and any consequential loss as well as the loss from the suspension, lapse or cancellation of any license, lease or contract.</p> <p>Certain conditions that apply to these coverages are added along with a loss determination methodology.</p> <p>Finally, definitions applicable to these endorsements are included for easier reference and determination of coverage.</p>