

SERFF Tracking Number: LBRM-125486939 State: Arkansas  
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 2008-00562  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: AR CP SCHOOL PRODUCTS CHANGE-FORM  
Project Name/Number: AR CP SCHOOL PRODUCTS CHANGE-FORM/2008-00562

## Filing at a Glance

Companies: America First Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The Netherlands Insurance Company

Product Name: AR CP SCHOOL PRODUCTS CHANGE-FORM SERFF Tr Num: LBRM-125486939 State: Arkansas

TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 2008-00562	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Amy LaCroix	Disposition Date: 02/25/2008
	Date Submitted: 02/14/2008	Disposition Status: Approved
Effective Date Requested (New): 07/01/2008		Effective Date (New): 07/01/2008
Effective Date Requested (Renewal): 07/01/2008		Effective Date (Renewal): 07/01/2008

State Filing Description:

## General Information

Project Name: AR CP SCHOOL PRODUCTS CHANGE-FORM  
Project Number: 2008-00562  
Reference Organization:  
Reference Title:  
Filing Status Changed: 02/25/2008  
State Status Changed: 02/25/2008  
Corresponding Filing Tracking Number:  
Filing Description:

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

Effective July 1, 2008 for New Business and Renewal Business, we wish to file our new form 21-121 01/08 Blanket Limit of Insurance Replacement Cost Plus Endorsement. We also wish to file revisions to our independent endorsements that are contained in this filing for our Commercial Property Program.

<i>SERFF Tracking Number:</i>	<i>LBRM-125486939</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>America First Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-00562</i>		
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Enclosed please find a "mocked up copy" of each of our revised endorsements (using a strike through for deleted text and underlining for additional text), final printed copies of our revised endorsements, a final printed copies of our new endorsement, along with the required filing forms.

Additionally, the filing fee is EFT being transmitted through SERFF.

The rules associated with these endorsements have been submitted under a separate filing # 2008-00563 .

## Company and Contact

### Filing Contact Information

Amy LaCroix, State Filings Technician	amy.lacroix@LibertyMutual.com
62 Maple Ave	(800) 826-6189 [Phone]
Keene, NH 03431	(603) 352-9252[FAX]

### Filing Company Information

America First Insurance Company	CoCode: 12696	State of Domicile: New Hampshire
62 Maple Ave.	Group Code: 111	Company Type: P & C
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 58-0953149	
	-----	
Peerless Indemnity Insurance Company	CoCode: 18333	State of Domicile: Illinois
62 Maple Ave.	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 13-2919779	
	-----	
Peerless Insurance Company	CoCode: 24198	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0177030	
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The Netherlands Insurance Company	CoCode: 24171	State of Domicile: New Hampshire

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62 Maple Avenue Group Code: 111 Company Type: Property & Casualty  
Keene, NH 03431 Group Name: State ID Number:  
(800) 826-6189 ext. [Phone] FEIN Number: 02-0342937  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
America First Insurance Company	\$50.00	02/14/2008	17975765
Peerless Indemnity Insurance Company	\$0.00	02/14/2008	
Peerless Insurance Company	\$0.00	02/14/2008	
The Netherlands Insurance Company	\$0.00	02/14/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/25/2008	02/25/2008

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## Disposition

Disposition Date: 02/25/2008  
Effective Date (New): 07/01/2008  
Effective Date (Renewal): 07/01/2008  
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	COVER LETTER	Approved	Yes
Form	SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT	Approved	Yes
Form	SUPPLEMENT TO SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT	Approved	Yes
Form	BLANKET LIMIT OF INSURANCE REPLACEMENT COST PLUS ENDORSEMENT	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT	17-174	0108	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 Previous Filing #:		17-174 _01 08_ 2002 School Extension Ultra Plus - clean copy.pdf FINAL.pdf 17-174 _01 08_ 2002 School Extension Ultra Plus - marked-up version.pdf
Approved	SUPPLEMENT TO SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT	17-204	0108	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 Previous Filing #:		17-204 _01 08_ Supplement to School Ultra Plus - Clean Copy.pdf FINAL.pdf 17-204 _01 08_ Supplement to School Ultra Plus - marked-up version.pdf
Approved	BLANKET LIMIT OF INSURANCE	21-121	0108	Endorsement/Amendment New		0.00	21-121 School

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REPLACEMENT	ent/Condi	Program
COST PLUS	ons	Blanket Limit
ENDORSEMENT		Replacement Cost Plus
		Endt - final version.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

CRIME COVERAGE FORMS  
BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
CAUSES OF LOSS - BROAD FORM

The following is a summary of increased limits of insurance and additional coverage provided by this endorsement. This endorsement is subject to the provisions of your policy which means that it is subject to all limitations and conditions applicable to this Coverage Part(s), Coverage Form or Causes of Loss Form unless specifically deleted, replaced, or modified herein. This endorsement is applicable only to those premises described in the Declarations.

**Coverage for loss of Business Income or Extra Expense, whether provided by this endorsement or elsewhere, does not apply if a loss is covered only as a result of this endorsement.**

**If coverage is provided elsewhere in this policy for the same loss or damage as the coverage provided under this endorsement, the coverage under this endorsement will apply as excess over that other coverage unless otherwise stated. We will not pay more than the actual amount of the covered loss or damage.**

<u>Coverage Description</u>	<u>Limit of Insurance</u>
Special Crime Provisions	Included
Broadened Premises	Included
Real Property of Others Required by Contract	\$ 10,000
Electronic Data	\$ 25,000
Foundations	Included
Debris Removal	\$ 100,000
Fire Department Service Charge	\$ 25,000
Pollutant Clean Up and Removal	\$ 50,000
Classroom Chemical Spills	\$ 10,000 each occurrence subject to \$50,000 maximum
Inventory Costs	\$ 50,000
Changes or Extremes in Temperature or Humidity	\$ 15,000
Newly Acquired or Constructed Property	180 days
Buildings	\$1,000,000
Business Personal Property	\$1,000,000
Personal Effects and Property of Others	\$ 50,000
Valuable Papers and Records (Other Than Electronic Data)	\$ 100,000
Property Off-Premises (Including while in Transit)	\$ 50,000
Outdoor Property	\$ 100,000
Accounts Receivable	\$ 100,000
Arson Reward	\$ 25,000
Back-up of Sewers or Drains	\$ 25,000
Extra Expense	\$1,000,000
Fine Arts	\$ 25,000
Fire Protective Devices	\$ Included in Building Limit
Glass Showcases	\$ 10,000
Loss of Refrigeration	\$ 50,000
Computer Equipment	\$ 200,000
Laptop/Portable Computers	\$ 10,000
Lock Replacement	\$ 1,000
Money and Securities	
Inside the Premises	\$ 10,000
Outside the Premises	\$ 10,000
Off-Premises Services Interruption	\$ 50,000

<u>Coverage Description</u>	<u>Limit of Insurance</u>
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Business Income	\$ 100,000
Paved Surfaces	\$ 100,000
Underground Fiber Optic Cable	Included in Building Limit
Signs (Attached)	Included in Building Limit
Special Deductible Provisions	Included
Replacement Cost – Leased Personal Property	Included
Ordinance or Law	10% of the Building Limit subject to \$500,000 maximum.

**A. Special Crime Provision**

If this policy includes the commercial Crime Coverage Part, the Limits of Insurance provided by the applicable Crime Coverage Forms are increased 25% during the time of registration and athletic events.

**B. The following changes apply to Section A. COVERAGE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.**

**1. Broadened Premises**

The **within 100 feet of the described premises** limitation stated in Paragraph **A.1.a.(5)(b), Building**, Paragraph **A.1.b., Your Business Personal Property**, Paragraph **A.1.c.(2), Personal Property of Others** and Paragraph **A.5., Coverage Extensions** is deleted and replaced by **within 1250 feet of the described premises**.

**2. Real Property of Others Required by Contract**

The following is added to item **b. Your Business Personal Property** of Paragraph **1. Covered Property**:

- (8)** Real Property coverage including but not limited to building, doors and windows you are responsible for due to contract or lease agreement.

The most we will pay for loss or damage to covered property is \$10,000.

**3. Electronic Data**

Item **f.(4) Electronic Data** of paragraph **4. Additional Coverages** is deleted and replaced by the following:

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

**4. Foundations**

Item **g.** is deleted in its entirety from Paragraph **2., Property Not Covered**.

**5. Debris Removal**

Paragraph **A.4.a.(4)** is deleted and replaced by the following:

We will pay up to an additional \$100,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a)** The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$100,000.

## 6. Fire Department Service Charge

Item c. **Fire Department Service Charge** of Paragraph 4. **Additional Coverages** is deleted and replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

## 7. Pollutant Clean Up and Removal

Item d. **Pollutant Clean Up and Removal** of Paragraph 4. **Additional Coverages** is amended as follows:

The most we will pay under this Additional Coverage for each described premises is \$50,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

## 8. Classroom Chemical Spills

Item d. **Pollutant Clean Up and Removal** of Paragraph 4. **Additional Coverages** is amended to include the following:

We will also pay up to \$10,000 per occurrence for the sum of all covered expenses to clean up accidental classroom chemical spills at the described premises. Regardless of the number of occurrences, the most we will pay under this Additional Coverage for each described premises is \$50,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the accidental classroom chemical spill occurs. Any coverage provided by this section is in addition to any other applicable coverage provided by the policy. This Additional Coverage does not apply to costs 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 cleaning up the accidental classroom chemical spill.

## 9. Inventory Costs

The following is added to paragraph A.4. **Additional Coverages**:

### **Inventory Costs**

We will pay up to \$50,000 for inventory costs due to loss or damage as a result of a Covered Cause of Loss to covered property. We will only pay if the costs are incurred and are reasonable and necessary to establish the amount of the loss. Attorney or public adjuster fees are not covered costs under this section.

## 10. Changes or Extremes in Temperature or Humidity

The following is added to paragraph A.4. Additional Coverages:

### **Changes or Extremes in Temperature or Humidity**

We will pay up to \$15,000 for loss to covered property caused or made worse by changes or extremes in temperature or humidity.

## 11. Newly Acquired or Constructed Property

Item a. **Newly Acquired or Constructed Property** of Paragraph 5. **Coverage Extensions** is deleted and replaced by the following:

### **(1) Buildings**

If this policy covers Building, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises, intended for:
  - (i)** Similar use as the building described in the Declarations; or
  - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

### **(2) Your Business Personal Property**

- (a)** If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
  - (i)** Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
  - (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
  - (iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

- (b)** This Extension does not apply to:

- (i)** Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii)** Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

### **(3) Period Of Coverage**

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

- (a)** This policy expires;
- (b)** 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(c) You report values to us.

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

## 12. Personal Effects and Property of Others

Item **b. Personal Effects and Property of Others** of Paragraph **5. Coverage Extensions** is amended as follows:

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises. Our payment for loss of or damage to personal property of others (including property of others held by you on consignment) will only be for the account of the owner of the property.

## 13. Valuable Papers and Records (Other Than Electronic Data)

Item **c.(4) Valuable Papers and Records (Other Than Electronic Data)** of Paragraph **5. Coverage Extensions** is deleted and replaced by the following :

(4) Under this Extension, the most we will pay to replace or restore the lost information is \$100,000 at each described premises. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

## 14. Property Off-Premises

Item **d. Property Off-Premises** of Paragraph **5. Coverage Extensions** is deleted and replaced by:

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises if it is:
- (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.

This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

- (2) You may extend the insurance provided by this Coverage Form to apply to your personal property in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle while between points in the coverage territory. Loss or damage must be caused by or result from one of the following causes of loss:
- (a) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (b) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. Collision does not mean the vehicle's contact with the roadbed.
  - (c) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible signs of forced entry.
- (3) The most we will pay for loss or damage under this Extension is \$50,000.

## 15. Outdoor Property

Item **e. Outdoor Property** of Paragraph **5. Coverage Extensions** is deleted and replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, lighting, lighting standards, radio and television antennas, satellite dish, signs (other than signs attached to buildings), playground equipment, scoreboards, bleachers, grandstands, refreshment stands, press boxes, ticket booths, trees, shrubs and plants including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension for fences, lighting, lighting standards, radio and television antennas, satellite dish, signs, trees, shrubs and plants is \$25,000.

The most we will pay for loss or damage under this Extension for playground equipment, scoreboards, bleachers, grandstands, refreshment stands, press boxes and ticket booths is \$100,000.

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

**16. The following are added to Paragraph 5. Coverage Extensions:**

**g. Accounts Receivable**

We will pay:

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

The most we will pay for loss under this Extension is \$100,000.

**h. Arson Reward**

We will pay on behalf of the insured up to \$25,000 for information which leads to an arson conviction in connection with a fire loss covered under this Coverage Form. Regardless of the number of persons involved in providing information, our liability under this Coverage Extension will not be increased.

**i. Back-Up of Sewers or Drains**

We cover direct physical loss or damage caused by water:

- (1) which backs up into a building or structure through sewers or drains which are directly connected to a sanitary sewer or septic system; or
- (2) which enters into and overflows from within a sump pump, sump pump well or other type of system designed to remove subsurface water which is drained from the foundation area.

This coverage does not apply if the loss or damage is caused by your negligence.

The most we will pay for loss or damage under this Coverage Extension is \$25,000.

**j. Extra Expense**

We will pay the actual and necessary Extra Expense you incur due to direct physical loss of or damage to the property at the premises described in the Declarations, including personal property in the open or in a vehicle, within 1,000 feet of the premises, caused by or resulting from a Covered Cause of Loss.

If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, including:

- (i) All routes within the building to gain access to the described premises; and
- (ii) Your personal property in the open (or in a vehicle) within 1,000 feet.

The following definitions are added as respects this Coverage Extension:

- (1) Extra Expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical loss or damage:
  - (a) To avoid or minimize the suspension of business and to continue operations:
    - 1. At the described premises; or
    - 2. At replacement premises or at temporary locations, including:
      - A. Relocation expenses; or
      - B. Costs to equip and operate the replacement or temporary locations.
  - (b) To minimize the suspension of business if you cannot continue operations.
  - (c) 1. To repair or replace any property; or
    - 2. To research, replace or restore the lost information on damaged valuable papers and records; to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.
- (2) Operations mean the type of your business activities occurring at the described premises.
- (3) Period of Restoration means the period of time that:
  - (a) Begins with the date of direct physical loss or damage caused by or resulting from a 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.

The most we will pay for loss under this Extension at each described premises is \$1,000,000.

**k. Fine Arts**

You may extend the insurance that applies to Your Business Personal Property to apply to your fine arts and fine arts owned by others that are in your care, custody or control.

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

- (1) While fine arts are at any fair or on exhibition;
- (2) Any repairing, restoration or retouching process;
- (3) Insects, birds, rodents or other animals;
- (4) Wear and tear;
- (5) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- (6) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles. But we will pay for loss or damage caused directly by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, explosion, vandalism, or by accident to the vehicle carrying the property.

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

**l. Fire Protective Devices**

You may extend the insurance provided by this Coverage Form to apply to recharging or refilling of your fire protective devices that are permanently installed in buildings at the described premises when such devices have been discharged by accident or after being used in fighting a fire. This Extension does not apply to any discharge that occurs during the installation, repair, recharging or refilling of your fire protective devices.

The most we will pay under this Extension for each separate 12- month period of this policy is the Building Limit of Insurance shown in the Declarations applicable to the affected building.

**m. Glass Showcases**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to glass showcases or glass wall cases, including the frames encasing the damaged glass by any of the **Covered Causes of Loss** while at the premises described in the Declarations.

**Covered Causes of Loss**, as applicable to this Extension, means RISKS OF DIRECT PHYSICAL LOSS unless the loss is excluded.

Section **B. Exclusions** of the attached Causes of Loss Form, does not apply to this Extension, except for:

- (1) Paragraph **B.1.c. Governmental Action**
- (2) Paragraph **B.1.d. Nuclear Hazard**
- (3) Paragraph **B.1.f. War And Military Action**

The most we will pay for loss or damage under this Extension in any one occurrence is \$10,000.

## **n. Loss of Refrigeration**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control, contained in any refrigeration or cooling apparatus or equipment resulting from:

- (1)** The fluctuation or total interruption of electrical power, either on or off the described premises, due to conditions beyond your control; or
- (2)** Mechanical failure of any refrigeration or cooling apparatus or equipment (on premises).

The most we will pay for loss or damage under this Extension is \$50,000.

## **o. Computer Equipment**

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to "computer equipment" owned by you or similar property of others in your care, custody or control for which you are legally liable, caused by a Covered Cause of Loss.

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to "laptop/portable computers" owned by you and in your care, custody and control or in the care, custody or control of your employee.

### **(1) Property Not Covered**

We will not cover the following kinds of property under this Extension:

- (a)** Property which you rent or lease to others;
- (b)** Software or other electronic data ;
- (c)** Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, program documentation or other documents.
- (d)** "Computer equipment" held for sale by you;
- (e)** "Computer equipment" of others on which you are performing repairs or work;
- (f)** "Computer equipment" that is part of any:
  - (i)** Production or processing equipment (such as CAD, CAM or CNC machines);
  - (ii)** Equipment used to maintain or service your building (such as heating, ventilating, cooling or alarm systems); or
  - (iii)** Communication equipment (such as telephone systems).
- (g)** Property that is covered under another coverage form of this or any other policy in which such property is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

### **(2) Property In Transit**

We will pay for your "computer equipment" or "laptop/portable computer" while in transit.

- (3) Section **B. Exclusions, 1.b. Earth Movement** of the CAUSES OF LOSS – SPECIAL FORM, as respects **A.5.o. Computer Equipment** , is deleted in its entirety.
- (4) Section **B. Exclusions, 1.e. Utility Services** of the CAUSES OF LOSS – SPECIAL FORM, as respects **A.5.o. Computer Equipment** , is deleted in its entirety.
- (5) Section **B. Exclusions, 1.g. Water** of the CAUSES OF LOSS – SPECIAL FORM, as respects **A.5.o. Computer Equipment** , is deleted in its entirety.
- (6) The artificially generated electrical current exclusion, Item **B.2.a.** of the CAUSES OF LOSS – SPECIAL FORM, as respects **A.5.o. Computer Equipment** , is deleted in its entirety.
- (7) The mechanical breakdown exclusion, Item **B.2.d.(6)** of the CAUSES OF LOSS - SPECIAL FORM, as respects **A.5.o. Computer Equipment** , is deleted and replaced by the following:
- (6) Mechanical breakdown, failure or derangement, except:
- (a) This exclusion does not apply for the accidental loss or damage caused by a resulting fire or explosion.
- (b) This exclusion does not apply if any of the above is sudden and accidental and manifests itself by physical damage to “computer equipment” which requires repair or replacement.
- (8) Loss Payment will be determined as follows:

“Computer equipment” or “laptop/portable computers”

We will pay the least of the following amounts:

- (i) The cost of reasonably restoring that property to its condition immediately before the loss or damage; or
- (ii) The cost of replacing that property with identical property of comparable material and quality and used for the same purpose.

However, when repair or replacement with identical property is not possible, we will pay the cost to replace that property with similar property capable of performing the same functions.

If not repaired or replaced, the property will be valued at its actual cash value.

“Computer Equipment” means a network of electronic machine components capable of accepting information, processing it according to instructions and producing the results in a desired form.

“Laptop/Portable Computers” means “computer equipment” and accessories that are designed to function with it, that can easily be carried and is designed to be used at more than one location.

The most we will pay for loss or damage to “computer equipment” under this Extension is \$200,000.

The most we will pay under this Extension for loss or damage to “laptop/portable computers” while away from the described premises is \$10,000.

#### **p. Lock Replacement**

You may extend the insurance provided by this Coverage Form to apply to replacement of locks necessitated by theft of Covered Property or theft of keys from the described premises.

The most we will pay for loss under this Coverage Extension is \$1,000 in any one occurrence.

**q. Money and Securities**

- (1) You may extend the insurance that applies to Business Personal Property to apply to loss of “money” and “securities” used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
  - (a) Theft, meaning any act of stealing;
  - (b) Disappearance; or
  - (c) Destruction.
- (2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
  - (a) Resulting from accounting or arithmetical errors or omissions;
  - (b) Due to the giving or surrendering of property in any exchange or purchase; or
  - (c) Of property contained in any money-operated device unless the amount of “money” deposited in it is recorded by a continuous recording instrument in the device.
- (3) The most we will pay for loss in any one occurrence is:
  - (a) \$10,000 for Inside the Premises for “money” and “securities” while:
    - (i) In or on the described premises; or
    - (ii) Within a bank or savings institution; and
  - (b) \$10,000 for Outside the Premises for “money” and “securities” while anywhere else.
- (4) All loss:
  - (a) Caused by one or more persons; or
  - (b) Involving a single act or series of related acts;is considered one occurrence.
- (5) You must keep records of all “money” and “securities” so we can verify the amount of any loss or damage.
- (6) “**Money**” means:
  - (a) Currency, coins and bank notes in current use and having a face value; and
  - (b) Travelers checks, register checks and money orders held for sale to the public.
- (7) “**Securities**” means negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes:

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

but does not include "money".

**r. Off-Premises Services Interruption**

You may extend the insurance provided by this Coverage Form to apply to loss of or damage to Covered Property caused by interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

**(1) Water Supply Services**, meaning the following types of property supplying water to the described premises:

- (a) Pumping stations; and
- (b) Water mains.

**(2) Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including optic fiber transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

It does not include above ground communication lines.

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

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

It does not include above ground transmission or distribution lines.

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

**s. Business Income**

We will pay up to \$100,000 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 or damage to your covered Building or Business Personal Property at premises that are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.

If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, including:

- (i) All routes within the building to gain access to the described premises; and
- (ii) Your personal property in the open (or in a vehicle) within 100 feet.

The COINSURANCE Additional Condition does not apply as respects this Coverage Extension.

The following definitions are added as respects this Coverage Extension:

**(1) 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) Operations means the type of your business activities occurring at the described premises.**

**(3) Period of Restoration means the period of time that:**

- (a) Begins 72 hours after the time of direct physical loss or damage for Business Income coverage caused by or resulting from a 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.

#### **t. Paved Surfaces**

You may extend the insurance provided by this Coverage Form to apply to your paved surfaces, including but not limited to bridges, roadways, walks, patios, parking lots, running tracks, playgrounds and athletic fields both artificial and natural turf. This extension of coverage does not apply to loss or damage caused by freezing or thawing.

The most we will pay for loss under this Extension is \$100,000.

#### **u. Underground Fiber Optic Cable**

You may extend the insurance provided by this Coverage Form to apply to underground fiber optic cable that is either:

- (1) Owned by you; or
- (2) Leased by you from others under a contract that requires you to obtain insurance against property damage.

A \$2500 per occurrence deductible applies to coverage under this Extension. The most we will pay under this Extension is the Building Limit of Insurance shown in the Declarations.

- C. The second paragraph of Section **C. LIMITS OF INSURANCE** of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by the following:

**Signs (Attached)**

The most we will pay in any one occurrence for loss or damage to outdoor signs attached to buildings is the Limit of Insurance applicable to that building.

**D. Special Deductible Provision**

The following is added to Section **D. DEDUCTIBLE**, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

We will deduct from any loss or damage under the Coverage Extensions in any one occurrence the Deductible shown in the Declarations or \$500, whichever is less.

This deductible applies to all Coverage Extensions, except for:

- a. Newly Acquired or Constructed Property; and
- e. Outdoor Property

**E. Replacement Cost – Leased Personal Property**

Section **G. OPTIONAL COVERAGES**, Paragraph **3. Replacement Cost** of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

Paragraph **b. (1)** is deleted and replaced by:

- (1)** Personal property of others except for leased personal property for which you have a contractual responsibility to insure.

**F. Ordinance or Law**

1. If a Covered Cause of Loss occurs to covered Building property, we will pay:

- a. For the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:
  - (i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
  - (ii) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
  - (iii) Is in force at the time of loss.
- b. The cost to demolish and clear the site of undamaged parts of the property caused by the enforcement of building, zoning or land use ordinance or law.

The COINSURANCE Additional Condition does not apply to this demolition cost coverage.

- c. The increased cost to:

- (i) Repair or reconstruct damaged portions of that Building property; and/or
- (ii) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

When the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

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

The COINSURANCE Additional Condition does not apply to this increased cost of construction coverage.

2. We will not pay the increased costs of construction under this coverage:
  - a. Until the property is actually repaired or replaced, at the same or another premises; and
  - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
3. We will not pay under this coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
4. The most we will pay under this coverage at each described premises is the lesser of:
  - a. 10% of the Limit of Insurance shown in the Declarations for Building Coverage; or
  - b. \$500,000.
5. We will not pay for loss due to any ordinance or law that:
  - a. You were required to comply with before the loss, even if the building was undamaged, and
  - b. You failed to comply with.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

CRIME COVERAGE FORMS  
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 CAUSES OF LOSS - SPECIAL FORM  
 CAUSES OF LOSS - BROAD FORM

The following is a summary of increased limits of insurance and additional coverage provided by this endorsement. This endorsement is subject to the provisions of your policy which means that it is subject to all limitations and conditions applicable to this Coverage Part(s), Coverage Form or Causes of Loss Form unless specifically deleted, replaced, or modified herein. This endorsement is applicable only to those premises described in the Declarations.

**Coverage for loss of Business Income or Extra Expense, whether provided by this endorsement or elsewhere, does not apply if a loss is covered only as a result of this endorsement. ~~unless otherwise specifically provided.~~**

**If coverage is provided elsewhere in this policy for the same loss or damage as the coverage provided under this endorsement, the coverage under this endorsement will apply as excess over that other coverage unless otherwise stated. We will not pay more than the actual amount of the covered loss or damage.**

<u>Coverage Description</u>	<u>Limit of Insurance</u>
Special Crime Provisions	Included
Broadened Premises	Included
Real Property of Others Required by Contract	\$ 10,000 <del>5,000</del>
<u>Electronic Data</u>	\$ 25,000 <del>5,000</del>
Foundations	Included
<u>Debris Removal</u>	\$ 100,000 <del>25,000</del>
Fire Department Service Charge	\$ 25,000
Pollutant Clean Up and Removal	\$ 50,000
<u>Classroom Chemical Spills</u>	\$ 10,000 each occurrence subject to \$50,000 maximum
<u>Inventory Costs</u>	\$ 50,000
<u>Changes or Extremes in Temperature or Humidity</u>	\$ 15,000
Newly Acquired or Constructed Property	180 days
Buildings	\$1,000,000
<u>Business</u> Personal Property	\$1,000,000
Personal Effects and Property of Others	\$ 50,000 <del>25,000</del>
Valuable Papers and Records ( <u>Other Than Electronic Data</u> )	\$ 100,000
Property Off-Premises (Including while in Transit)	\$ 50,000
Outdoor Property	\$ 100,000
Accounts Receivable	\$ 100,000
Arson Reward	\$ 25,000
Back-up of Sewers or Drains	\$ 25,000
Extra Expense	\$1,000,000 <del>300,000</del>
Fine Arts	\$ 25,000
Fire Protective Devices	\$ Included in Building Limit 25,000
Glass Showcases	\$ 10,000 <del>2,500</del>
Loss of Refrigeration	\$ 50,000 <del>25,000</del>
Computer Equipment	\$ 200,000 <del>50,000</del>
Laptop/Portable Computers	\$ 10,000 <del>5,000</del>
Lock Replacement	\$ 1,000
Money and Securities	
Inside the Premises	\$ 10,000
Outside the Premises	\$ 10,000
Off-Premises Services Interruption	\$ 50,000 <del>25,000</del>

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**Coverage Description**

**Limit of Insurance**

Business Income

\$ ~~100,000~~ ~~25,000~~

Paved Surfaces

\$ 100,000

~~Underground Fiber Optic Cable~~

Included in Building Limit

Signs (Attached)

Included in Building Limit

Special Deductible Provisions

Included

~~Waiver of Coinsurance on losses \$25,000 or less~~

Included

Replacement Cost – Leased Personal Property

Included

Ordinance or Law

10% of the Building Limit subject to ~~\$500,000~~ ~~\$50,000~~ maximum.

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**A. Special Crime Provision**

If this policy includes the commercial Crime Coverage Part, the Limits of Insurance provided by the applicable Crime Coverage Forms are increased 25% during the time of registration and athletic events.

**B. The following changes apply to Section A. COVERAGE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.**

**1. Broadened Premises**

The **within 100 feet of the described premises** limitation stated in Paragraph A.1.a.(5)(b), **Building**, Paragraph A.1.b., **Your Business Personal Property**, Paragraph A.1.c.(2), **Personal Property of Others** and Paragraph A.5., **Coverage Extensions** is deleted and replaced by **within 1250 ~~1000~~ feet of the described premises**.

**2. Real Property of Others Required by Contract**

The following is added to item **b. Your Business Personal Property** of Paragraph 1. **Covered Property**:

- (8) Real Property coverage including but not limited to building, doors and windows you are responsible for due to contract or lease agreement.

The most we will pay for loss or damage to covered property is ~~\$10,000~~ ~~\$5,000~~.

**3. Electronic Data**

~~Item f.(4) Electronic Data of paragraph 4. Additional Coverages is deleted and replaced by the following:~~

~~(4) The most we will pay under this Additional Coverage – Electronic Data is \$25,000 ~~\$5000~~ for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.~~

**4. Foundations**

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Item **g.** is deleted in its entirety from Paragraph 2., **Property Not Covered**.

**5. Debris Removal**

~~Paragraph A.4.a.(4) is deleted and replaced by the following:~~

~~We will pay up to an additional \$100,000 ~~\$25,000~~ for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:~~

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$100,000 ~~\$25,000~~.

#### **6. Fire Department Service Charge**

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Item **c. Fire Department Service Charge** of Paragraph 4. **Additional Coverages** is deleted and replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

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#### **7. Pollutant Clean Up and Removal**

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Item **d. Pollutant Clean Up and Removal** of Paragraph 4. **Additional Coverages** is amended as follows:

The most we will pay under this Additional Coverage for each described premises is \$50,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

#### **8. Classroom Chemical Spills**

Item **d. Pollutant Clean Up and Removal** of Paragraph 4. **Additional Coverages** is amended to include the following:

We will also pay up to \$10,000 per occurrence for the sum of all covered expenses to clean up accidental classroom chemical spills at the described premises. Regardless of the number of occurrences, the most we will pay under this Additional Coverage for each described premises is \$50,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the accidental classroom chemical spill occurs. Any coverage provided by this section is in addition to any other applicable coverage provided by the policy. This Additional Coverage does not apply to costs 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 cleaning up the accidental classroom chemical spill.

#### **9. Inventory Costs**

The following is added to paragraph **A.4. Additional Coverages**:

##### **Inventory Costs**

We will pay up to \$50,000 for inventory costs due to loss or damage as a result of a Covered Cause of Loss to covered property. We will only pay if the costs are incurred and are reasonable and necessary to establish the amount of the loss. Attorney or public adjuster fees are not covered costs under this section.

## 10. Changes or Extremes in Temperature or Humidity

The following is added to paragraph A.4. Additional Coverages:

### Changes or Extremes in Temperature or Humidity

We will pay up to \$15,000 for loss to covered property caused or made worse by changes or extremes in temperature or humidity.

## 11. Newly Acquired or Constructed Property

Item a. Newly Acquired or Constructed Property of Paragraph 5. Coverage Extensions is deleted and replaced by the following:

### (1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

### (2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

### (3) Period Of Coverage

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

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Deleted: You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

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(a) This policy expires;

(b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

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(c) You report values to us.

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

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

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Item **b. Personal Effects and Property of Others** of Paragraph 5. **Coverage Extensions** is amended as follows:

The most we will pay for loss or damage under this Extension is ~~\$50,000~~ ~~\$25,000~~ at each described premises. Our payment for loss of or damage to personal property of others (including property of others held by you on consignment) will only be for the account of the owner of the property.

**13. Valuable Papers and Records (Other Than Electronic Data)**

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Item **c.(4) Valuable Papers and Records (Other Than Electronic Data)**, of Paragraph 5. **Coverage Extensions** is deleted and replaced by the following:

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(4) Under this Extension, the most we will pay to replace or restore the lost information is \$100,000 at each described premises. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**14. Property Off-Premises**

Deleted: The most we will pay under this Extension is \$100,000 at each described premises.

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Item **d. Property Off-Premises** of Paragraph 5. **Coverage Extensions** is deleted and replaced by:

(1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises if it is:

Deleted: that is temporarily at a location you do not own, lease or operate.

(a) Temporarily at a location you do not own, lease or operate;

(b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

(c) At any fair, trade show or exhibition.

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This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

(2) You may extend the insurance provided by this Coverage Form to apply to your personal property in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle while between points in the coverage territory. Loss or damage must be caused by or result from one of the following causes of loss:

(a) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.

(b) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. Collision does not mean the vehicle's contact with the roadbed.

(c) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible signs of forced entry.

(3) The most we will pay for loss or damage under this Extension is \$50,000.

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### 15. Outdoor Property

Item e. **Outdoor Property** of Paragraph 5. **Coverage Extensions** is deleted and replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, lighting, lighting standards, radio and television antennas, satellite dish, signs (other than signs attached to buildings), playground equipment, scoreboards, bleachers, grandstands, refreshment stands, press boxes, ticket booths, trees, shrubs and plants including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension for fences, lighting, lighting standards, radio and television antennas, satellite dish, signs, trees, shrubs and plants is \$25,000.

The most we will pay for loss or damage under this Extension for playground equipment, scoreboards, bleachers, grandstands, refreshment stands, press boxes and ticket booths is \$100,000.

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

### 16. The following are added to Paragraph 5. **Coverage Extensions**:

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#### g. **Accounts Receivable**

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We will pay:

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

that results from a Covered Causes of Loss to your records of accounts receivable.

The most we will pay for loss under this Extension is \$100,000.

#### h. **Arson Reward**

Deleted: g.

We will pay on behalf of the insured up to \$25,000 for information which leads to an arson conviction in connection with a fire loss covered under this Coverage Form. Regardless of the number of persons involved in providing information, our liability under this Coverage Extension will not be increased.

#### i. **Back-Up of Sewers or Drains**

Deleted: h.

We cover direct physical loss or damage caused by water:

- (1) which backs up into a building or structure through sewers or drains which are directly connected to a sanitary sewer or septic system; or

- (2) which enters into and overflows from within a sump pump, sump pump well or other type of system designed to remove subsurface water which is drained from the foundation area.

This coverage does not apply if the loss or damage is caused by your negligence.

The most we will pay for loss or damage under this Coverage Extension is \$25,000.

**i. Extra Expense**

Deleted: i.

We will pay the actual and necessary Extra Expense you incur due to direct physical loss of or damage to the property at the premises described in the Declarations, including personal property in the open or in a vehicle, within 1,000 feet of the premises, caused by or resulting from a Covered Cause of Loss.

If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, including:

- (i) All routes within the building to gain access to the described premises; and
- (ii) Your personal property in the open (or in a vehicle) within 1,000 feet.

The following definitions are added as respects this Coverage Extension:

- (1) Extra Expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical loss or damage:
  - (a) To avoid or minimize the suspension of business and to continue operations:
    - 1. At the described premises; or
    - 2. At replacement premises or at temporary locations, including:
      - A. Relocation expenses; or
      - B. Costs to equip and operate the replacement or temporary locations.
  - (b) To minimize the suspension of business if you cannot continue operations.
  - (c) 1. To repair or replace any property; or
  - 2. To research, replace or restore the lost information on damaged valuable papers and records; to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.
- (2) Operations mean the type of your business activities occurring at the described premises.
- (3) Period of Restoration means the period of time that:
  - (a) Begins with the date of direct physical loss or damage caused by or resulting from a 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.

Deleted: Or

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.

The most we will pay for loss under this Extension at each described premises is ~~\$300,000~~ **\$1,000,000**

#### **k. Fine Arts**

Deleted: j.

You may extend the insurance that applies to Your Business Personal Property to apply to your fine arts and fine arts owned by others that are in your care, custody or control.

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

- (1) While fine arts are at any fair or on exhibition;
- (2) Any repairing, restoration or retouching process;
- (3) Insects, birds, rodents or other animals;
- (4) Wear and tear;
- (5) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- (6) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles. But we will pay for loss or damage caused directly by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, explosion, vandalism, or by accident to the vehicle carrying the property.

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

#### **L. Fire Protective Devices**

Deleted: k.

You may extend the insurance provided by this Coverage Form to apply to recharging or refilling of your fire protective devices that are permanently installed in buildings at the described premises when such devices have been discharged by accident or after being used in fighting a fire. This Extension does not apply to **any discharge that occurs during the installation, repair, recharging or refilling of your fire protective devices** ~~periodic recharge or refilling~~.

The most we will pay under this Extension is ~~\$25,000~~ for each separate 12\_ month period of this policy is **the Building Limit of Insurance shown in the Declarations applicable to the affected building.**

#### **m. Glass Showcases**

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You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to glass showcases or glass wall cases, including the frames encasing the damaged glass by any of the **Covered Causes of Loss** while at the premises described in the Declarations.

**Covered Causes of Loss**, as applicable to this Extension, means RISKS OF DIRECT PHYSICAL LOSS unless the loss is excluded.

Section B. Exclusions of the attached Causes of Loss Form, does not apply to this Extension, except for:

(1) Paragraph B.1.c. **Governmental Action**

(2) Paragraph B.1.d. **Nuclear Hazard**

(3) Paragraph B.1.f. **War And Military Action**

The most we will pay for loss or damage under this Extension in any one occurrence is ~~\$10,000~~ ~~\$2,500~~.

**n. Loss of Refrigeration**

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You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control, contained in any refrigeration or cooling apparatus or equipment resulting from:

- (1) The fluctuation or total interruption of electrical power, either on or off the described premises, due to conditions beyond your control; or
- (2) Mechanical failure of any refrigeration or cooling apparatus or equipment (on premises).

The most we will pay for loss or damage under this Extension is ~~\$50,000~~ ~~\$25,000~~.

**o. Computer Equipment**

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You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to "computer equipment" owned by you or similar property of others in your care, custody or control for which you are legally liable, caused by a Covered Cause of Loss.

Deleted: and Software

Deleted: and "software"

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to "laptop/portable computers" owned by you and in your care, custody and control or in the care, custody or control of your employee.

Deleted: and "software" contained in them

(1) Property Not Covered

We will not cover the following kinds of property under this Extension:

- (a) Property which you rent or lease to others;
- (b) Software or other electronic data;
- (c) Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, program documentation or other documents;
- (d) "Computer equipment" held for sale by you;
- (e) "Computer equipment" of others on which you are performing repairs or work;
- (f) "Computer equipment" that is part of any:
  - (i) Production or processing equipment (such as CAD, CAM or CNC machines);
  - (ii) Equipment used to maintain or service your building (such as heating, ventilating, cooling or alarm systems); or
  - (iii) Communication equipment (such as telephone systems).

Deleted: which cannot be replaced with other of the same kind or quality

Deleted: , except those in software form and then only in that form

Deleted: or "software"

Deleted: or "software"

Deleted: or "software"

(g) Property that is covered under another coverage form of this or any other policy in which such property is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

**(2)** Property In Transit

We will pay for your "computer equipment" or "laptop/portable computer" while in transit.

**(3)** Section B. Exclusions, 1.b. Earth Movement of the CAUSES OF LOSS – SPECIAL FORM, as respects A.5.o. Computer Equipment, is deleted in its entirety.

**(4)** Section B. Exclusions, 1.e., Utility Services of the CAUSES OF LOSS – SPECIAL FORM, as respects A.5.o. Computer Equipment, is deleted in its entirety.

**(5)** Section B. Exclusions, 1.g. Water of the CAUSES OF LOSS – SPECIAL FORM, as respects A.5.o. Computer Equipment, is deleted in its entirety.

**(6)** The artificially generated electrical current exclusion, Item B.2.a. of the CAUSES OF LOSS – SPECIAL FORM, as respects A.5.o. Computer Equipment, is deleted in its entirety.

**(7)** The mechanical breakdown exclusion, Item B.2.d.(6) of the CAUSES OF LOSS - SPECIAL FORM, as respects A.5.o. Computer Equipment, is deleted and replaced by the following:

**(6)** Mechanical breakdown, failure or derangement, except:

- (a)** This exclusion does not apply for the accidental loss or damage caused by a resulting fire or explosion.
- (b)** This exclusion does not apply if any of the above is sudden and accidental and manifests itself by physical damage to "computer equipment" which requires repair or replacement.

**(8)** Loss Payment will be determined as follows:

"Computer equipment" or "laptop/portable computers"

We will pay the least of the following amounts:

- (i)** The cost of reasonably restoring that property to its condition immediately before the loss or damage; or
- (ii)** The cost of replacing that property with identical property of comparable material and quality and used for the same purpose.

However, when repair or replacement with identical property is not possible, we will pay the cost to replace that property with similar property capable of performing the same functions.

If not repaired or replaced, the property will be valued at its actual cash value.

"Computer Equipment" means a network of electronic machine components capable of accepting information, processing it according to instructions and producing the results in a desired form.

"Laptop/Portable Computers" means "computer equipment" and accessories that are designed to function with it, that can easily be carried and is designed to be used at more than one location.

**Deleted:** <#>Duplicates In Storage¶  
¶ We will provide coverage for your duplicate or backup "software" which is stored at an unscheduled location subject to the provisions of this endorsement.¶

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**Deleted:** or "software"

**Deleted:** <#>We will not pay for loss or damage caused by programming errors or faulty machine instructions.¶  
¶ However, this exclusion does not apply to the acts of a computer hacker or malicious introduction of a computer virus.¶

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**Deleted:** "Software" means:¶  
¶ <#>processing, recording or storage media used for electronic data processing operations. This includes films, tapes, cards, disks, drums, cartridges or cells; and¶  
¶ **(b)** data, information and instructions stored on processing, recording or storage media used for electronic data processing operations.¶

The most we will pay for loss or damage to "computer equipment" under this Extension is ~~\$200,000~~ ~~\$50,000~~.

Deleted: or "software"

The most we will pay under this Extension for loss or damage to "laptop/portable computers" while away from the described premises is ~~\$10,000~~ ~~\$5,000~~.

Deleted: and the "software" contained in them

#### p. Lock Replacement

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You may extend the insurance provided by this Coverage Form to apply to replacement of locks necessitated by theft of Covered Property or theft of keys from the described premises.

Deleted: your

The most we will pay for loss under this Coverage Extension is \$1,000 in any one occurrence.

#### g. Money and Securities

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- (1) You may extend the insurance that applies to Business Personal Property to apply to loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
  - (a) Theft, meaning any act of stealing;
  - (b) Disappearance; or
  - (c) Destruction.
- (2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
  - (a) Resulting from accounting or arithmetical errors or omissions;
  - (b) Due to the giving or surrendering of property in any exchange or purchase; or
  - (c) Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- (3) The most we will pay for loss in any one occurrence is:
  - (a) \$10,000 for Inside the Premises for "money" and "securities" while:
    - (i) In or on the described premises; or
    - (ii) Within a bank or savings institution; and
  - (b) \$10,000 for Outside the Premises for "money" and "securities" while anywhere else.
- (4) All loss:
  - (a) Caused by one or more persons; or
  - (b) Involving a single act or series of related acts;is considered one occurrence.
- (5) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

(6) **“Money”** means:

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

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

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

but does not include “money”.

**r. Off-Premises Services Interruption**

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You may extend the insurance provided by this Coverage Form to apply to loss of or damage to Covered Property caused by interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

(1) **Water Supply Services**, meaning the following types of property supplying water to the described premises:

- (a) Pumping stations; and
- (b) Water mains.

(2) **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including optic fiber transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

It does not include above ground communication lines.

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

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

It does not include above ground transmission or distribution lines.

The most we will pay under this Extension is ~~\$50,000~~ ~~\$25,000~~.

**s. Business Income**

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We will pay up to ~~\$100,000~~ ~~\$25,000~~ 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 or damage to your covered Building or Business Personal Property at premises that are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.

If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, including:

- (i) All routes within the building to gain access to the described premises; and
- (ii) Your personal property in the open (or in a vehicle) within 100 feet.

The COINSURANCE Additional Condition does not apply as respects this Coverage Extension.

The following definitions are added as respects this Coverage Extension:

(1) 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) Operations means the type of your business activities occurring at the described premises.

(3) Period of Restoration means the period of time that:

- (a) Begins 72 hours after the time of direct physical loss or damage for Business Income coverage caused by or resulting from a 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.

**t. Paved Surfaces**

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You may extend the insurance provided by this Coverage Form to apply to your paved surfaces, including but not limited to bridges, roadways, walks, patios, parking lots, running tracks, playgrounds and athletic fields both artificial and natural turf. This extension of coverage does not apply to loss or damage caused by freezing or thawing.

The most we will pay for loss under this Extension is \$100,000.

**u. Underground Fiber Optic Cable**

You may extend the insurance provided by this Coverage Form to apply to underground fiber optic cable that is either:  
(1) Owned by you; or  
(2) Leased by you from others under a contract that requires you to obtain insurance against property damage.

A \$2500 per occurrence deductible applies to coverage under this Extension. The most we will pay under this Extension is the Building Limit of Insurance shown in the Declarations.

**C.** ~~The second paragraph of Section C. LIMITS OF INSURANCE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by the following:~~

**Signs (Attached)**

The most we will pay in any one occurrence for loss or damage to outdoor signs attached to buildings is the Limit of Insurance applicable to that building.

**Deleted:** of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by:

**D. Special Deductible Provision**

The following is added to Section D. DEDUCTIBLE, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

We will deduct from any loss or damage under the Coverage Extensions in any one occurrence the Deductible shown in the Declarations or \$500, whichever is less.  
This deductible applies to all Coverage Extensions, except for:

- a. Newly Acquired or Constructed Property; and
- e. Outdoor Property

**Deleted:** The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations. The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

**E. Coinsurance**

~~Section F. ADDITIONAL CONDITIONS, Paragraph 1. Coinsurance of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM applies only when the total loss or damage to all Covered Property in any one occurrence is greater than \$25,000.~~

**Deleted:** Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:  
¶  
<#>Preservation of Property; or ¶  
¶  
<#>Debris Removal; but if: ¶  
¶  
<#>The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or ¶  
¶  
<#>The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage; ¶  
¶  
we will pay up to an additional \$25,000 for each location in any one occurrence under the Debris Removal Additional Coverage. ¶

**E. Replacement Cost – Leased Personal Property**

Section G. OPTIONAL COVERAGES, Paragraph 3. Replacement Cost of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

Paragraph b. (1) is deleted and replaced by:

- (1) Personal property of others except for leased personal property for which you have a contractual responsibility to insure.

**F. Ordinance or Law**

1. If a Covered Cause of Loss occurs to covered Building property, we will pay:
  - a. For the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:
    - (i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
    - (ii) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
    - (iii) Is in force at the time of loss.
  - b. The cost to demolish and clear the site of undamaged parts of the property caused by the enforcement of building, zoning or land use ordinance or law.

The COINSURANCE Additional Condition does not apply to this demolition cost coverage.

- c. The increased cost to:
  - (i) Repair or reconstruct damaged portions of that Building property; and/or
  - (ii) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

When the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

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

The COINSURANCE Additional Condition does not apply to this increased cost of construction coverage.

2. We will not pay the increased costs of construction under this coverage:
  - a. Until the property is actually repaired or replaced, at the same or another premises; and
  - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
3. We will not pay under this coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
4. The most we will pay under this coverage at each described premises is the lesser of:
  - a. 10% of the Limit of Insurance shown in the Declarations for Building Coverage; or
  - b. ~~\$500,000~~ ~~\$50,000~~.

5. We will not pay for loss due to any ordinance or law that:

- a. You were required to comply with before the loss, even if the building was undamaged, and
- b. You failed to comply with.

**Deleted: <#>Breakage of Glass**

The following is applicable to the CAUSES OF LOSS - SPECIAL FORM if attached to this policy.

Under Section C. LIMITATIONS, Paragraph 2. is deleted in its entirety.

The following is added to Section E. ADDITIONAL COVERAGE EXTENSIONS:

**Deleted: <#>Breakage of Glass**

You may extend the insurance provided under this coverage part to cover the cost of:

- <#>Repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage;
- <#>Installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;
- <#>Removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.

Damage to or destruction of the lettering and ornamentation of glass is covered by this coverage part, including loss caused by chemicals accidentally or maliciously applied.

2. The following is applicable to the CAUSES OF LOSS - BROAD FORM if attached to this policy.

- a. Item C.2. Additional Coverage – Breakage of Glass is deleted.
- b. Under Section A. COVERED CAUSES OF LOSS the following is added:
  - <#>Breakage of Glass that is part of a building or structure. This cause of loss does not include
    - breakage of neon tubing attached to the building or structure.
    - Damage to or destruction of the lettering and ornamentation of glass is covered by this cause of loss, including loss caused
      - by chemicals accidentally or maliciously applied.

We will pay under this cause of loss for:

- <#>Repairing or replacing frames immediately encasing and contiguous to such glass when

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**Breakage of Glass**

You may extend the insurance provided under this coverage part to cover the cost of:

Repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage;

Installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;

Removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.

Damage to or destruction of the lettering and ornamentation of glass is covered by this coverage part, including loss caused by chemicals accidentally or maliciously applied.

2. The following is applicable to the CAUSES OF LOSS - BROAD FORM if attached to this policy.

a. Item C.2. Additional Coverage – Breakage of Glass is deleted.

b. Under Section A. **COVERED CAUSES OF LOSS** the following is added:  
**Breakage of Glass** that is part of a building or structure. This cause of loss does not include breakage of neon tubing attached to the building or structure. Damage to or destruction of the lettering and ornamentation of glass is covered by this cause of loss, including loss caused by chemicals accidentally or maliciously applied.

We will pay under this cause of loss for:

Repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage;

Installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;

Removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUPPLEMENT TO SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT (17-174)

Limits of Insurance afforded in the School Extension Ultra Plus Endorsement (17-174) are amended for those coverages with a Limit of Insurance shown below. If a Limit of Insurance is not shown below, then the Limit of Insurance afforded in the School Extension Ultra Plus Endorsement (17-174) applies.

(Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.)

### Schedule

<u>Coverage Description</u>	<u>Limit of Insurance</u>	
Real Property of Others Required by Contract	\$	
<del>Electronic Data</del>	<del>\$</del>	
<del>Debris Removal</del>	<del>\$</del>	
Fire Department Service Charge	\$	
Pollutant Clean Up and Removal	\$	
Classroom Chemical Spills	\$	
Inventory Costs	\$	
Changes or Extremes in Temperature or Humidity	\$	
Newly Acquired or Constructed Property – 180 days		
Buildings	\$	
<del>Business</del> Personal Property	\$	
Personal Effects and Property of Others	\$	
Valuable Papers and Records ( <del>Other Than Electronic Data</del> )	\$	Deleted: – Cost of Research
Property Off-Premises (Including while in Transit)	\$	
Outdoor Property	\$	
Accounts Receivable	\$	
Arson Reward	\$	
Back-up of Sewers or Drains	\$	
Extra Expense	\$	
Fine Arts	\$	
Fire Protective Devices	\$	
Glass Showcases	\$	
Loss of Refrigeration	\$	
Computer Equipment	\$	Deleted: and Software
Lock Replacement	\$	
Money and Securities		
Inside the Premises	\$	
Outside the Premises	\$	
Off-Premises Services Interruption	\$	
Business Income	\$	
Paved Surfaces	\$	Deleted: Debris Removal
Ordinance or Law	10% of the Building Limit subject to \$            maximum	

Deleted: 5/99

17-204 (01/08)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUPPLEMENT TO SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT (17-174)

Limits of Insurance afforded in the School Extension Ultra Plus Endorsement (17-174) are amended for those coverages with a Limit of Insurance shown below. If a Limit of Insurance is not shown below, then the Limit of Insurance afforded in the School Extension Ultra Plus Endorsement (17-174) applies.

(Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.)

### Schedule

<u>Coverage Description</u>	<u>Limit of Insurance</u>	
Real Property of Others Required by Contract	\$	
<del>Electronic Data</del>	<del>\$</del>	
<del>Debris Removal</del>	<del>\$</del>	
Fire Department Service Charge	\$	
Pollutant Clean Up and Removal	\$	
<del>Classroom Chemical Spills</del>	<del>\$</del>	
<del>Inventory Costs</del>	<del>\$</del>	
<del>Changes or Extremes in Temperature or Humidity</del>	<del>\$</del>	
Newly Acquired or Constructed Property – 180 days		
Buildings	\$	
<del>Business</del> Personal Property	<del>\$</del>	
Personal Effects and Property of Others	\$	
Valuable Papers and Records ( <del>Other Than Electronic Data</del> )	<del>\$</del>	Deleted: – Cost of Research
Property Off-Premises (Including while in Transit)	\$	
Outdoor Property	\$	
Accounts Receivable	\$	
Arson Reward	\$	
Back-up of Sewers or Drains	\$	
Extra Expense	\$	
Fine Arts	\$	
Fire Protective Devices	\$	
Glass Showcases	\$	
Loss of Refrigeration	\$	
Computer Equipment	<del>\$</del>	Deleted: and Software
Lock Replacement	\$	
Money and Securities		
Inside the Premises	\$	
Outside the Premises	\$	
Off-Premises Services Interruption	\$	
Business Income	\$	
<del>Paved Surfaces</del>	<del>\$</del>	Deleted: Debris Removal
Ordinance or Law	10% of the Building Limit subject to \$            maximum	

Deleted: 5/99

17-204 (01/08) ~~(07/03)~~

Page 1 of 1

## BLANKET LIMIT OF INSURANCE REPLACEMENT COST PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM

This endorsement applies only when loss to the Building(s) and/or Business Personal Property exceeds the Blanket Limit of Insurance, and the **Replacement Cost** option in **G. OPTIONAL COVERAGES** is shown on the Declarations for Building(s) and/or Business Personal Property. To the extent that such coverage is provided, we agree to amend the Blanket Limit of Insurance in accordance with the following provisions:

1. If you have:
  - a. Allowed us to adjust the Blanket Limit of Insurance and the premium in accordance with:
    - (1) the property evaluations we make; and
    - (2) any increase in inflation; and
  - b. Notified us, within thirty (30) days of completion, of any improvements, alterations or additions to the Building which increase the replacement cost of the Building by five percent (5%) or more; and
  - c. Elected to repair or replace the damaged Building(s) or Business Personal Property.
2. We will:
  - a. Increase the Blanket Limit of Insurance to equal the current replacement cost of the Building(s) and/or Business Personal Property if the amount of loss to covered property is more than the Blanket Limit of Insurance shown on the Declarations.
  - b. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of insurance.

**This increase applies only to your Building(s) and/or Business Personal Property located in or on the building described in the Declarations and does not apply to property in the open or to property of others. The most we will increase the Blanket Limit of Insurance pursuant to paragraph 2.a. above is twenty percent (20%) of the Blanket Limit of Insurance shown on the Declarations.**

All other terms and conditions remain unchanged.

*SERFF Tracking Number:* LBRM-125486939      *State:* Arkansas  
*First Filing Company:* America First Insurance Company, ...      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 2008-00562  
*TOI:* 01.0 Property      *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)  
*Product Name:* AR CP SCHOOL PRODUCTS CHANGE-FORM  
*Project Name/Number:* AR CP SCHOOL PRODUCTS CHANGE-FORM/2008-00562

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: LBRM-125486939 State: Arkansas  
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 2008-00562  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: AR CP SCHOOL PRODUCTS CHANGE-FORM  
Project Name/Number: AR CP SCHOOL PRODUCTS CHANGE-FORM/2008-00562

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/25/2008

**Comments:**  
Uniform Transmittal Document-Property & Casualty

**Attachment:**  
P&C TRANSMITTAL.pdf

**Satisfied -Name:** COVER LETTER **Review Status:** Approved 02/25/2008

**Comments:**  
Uniform Transmittal Document-Property & Casualty

**Attachment:**  
2008-00562ALL.pdf



<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	02/14/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

### Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	2008-00562
--	------------

<b>21. Filing Description</b> [This area should be similar to the body of a cover letter and is free-form text]
---

Effective July 1, 2008 for New Business and Renewal Business, we wish to file our new form **21-121 01/08 Blanket Limit of Insurance Replacement Cost Plus Endorsement**. We also wish to file revisions to our independent endorsements that are contained in this filing for our Commercial Property Program.

Enclosed please find a "mocked up copy" of each of our revised endorsements (using a strike through for deleted text and underlining for additional text), final printed copies of our revised endorsements, a final printed copies of our new endorsement, along with the required filing forms.

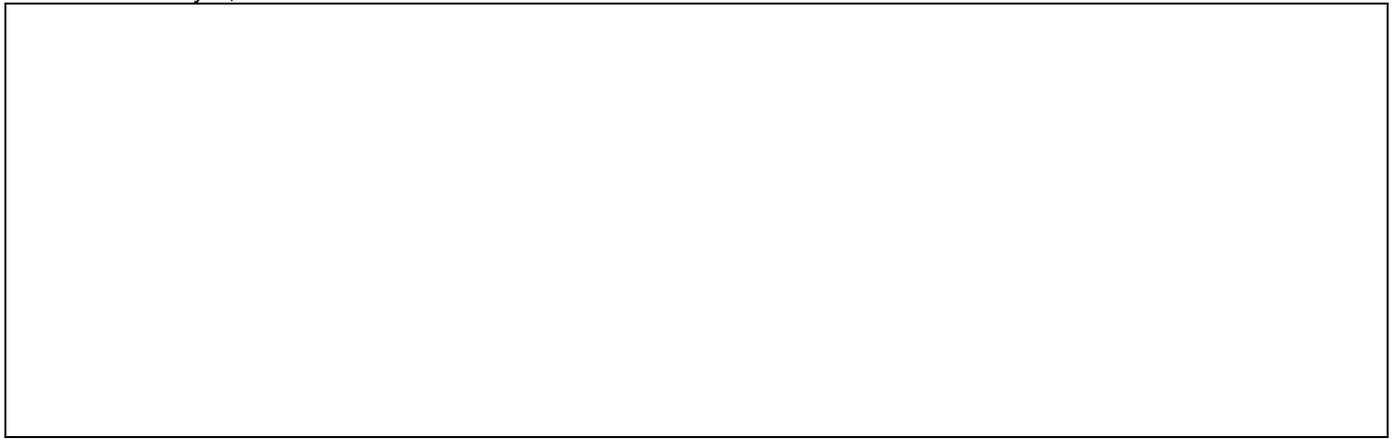
Additionally, the filing fee is EFT being transmitted through SERFF.

The rules associated with these endorsements have been submitted under a separate filing # 2008-00563 .

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
---

**Check # EFT**  
**Amount: \$50.00**

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



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



**America First  
Insurance™**

Member of Liberty Mutual Group

62 Maple Avenue  
Keene, NH 03431  
603-352-3221

February 12, 2008

Hon. Julie Benafield Bowman  
Commissioner Of Insurance  
Arkansas Insurance Department  
1200 West Third St  
Little Rock, AR 72201-1904

Attn: Mr. Bill Lacy, Director  
Property and Casualty Division

RE: Division Five – Commercial Property  
Form Filing  
Peerless Insurance Company  
NAIC#111-24198  
The Netherlands Insurance Company  
NAIC#111-24171  
America First Insurance Company  
NAIC#111-12696  
Peerless Indemnity Insurance Company  
NAIC#111-18333  
**Company Filing#2008-00562**

Dear Mr. Lacy:

Effective July 1, 2008 for New Business and Renewal Business, we wish to file our new form **21-121 01/08 Blanket Limit of Insurance Replacement Cost Plus Endorsement**. We also wish to file revisions to our independent endorsements that are contained in this filing for our Commercial Property Program.

Enclosed please find a “mocked up copy” of each of our revised endorsements (using a strike through for deleted text and underlining for additional text), final printed copies of our revised endorsements, a final printed copies of our new endorsement, along with the required filing forms.

Additionally, the filing fee is EFT being transmitted through SERFF.

The rules associated with these endorsements have been submitted under a separate filing # 2008-00563 .

Questions regarding the enclosed filing should be directed to me at 603-358-4149 or 800-826-6189 ext. 84149

Sincerely,

Amy LaCroix  
State Filings Technician  
email:amy.lacroix@libertymutual.com  
Fax: (603) -352-9252