

COMMERCIAL PROPERTY PLUS

COMMERCIAL PROPERTY
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SUMMARY OF COVERAGE AND INDEX

This is a summary of the various coverages and causes of loss provided by this form. No coverage is provided by this summary. Only the provisions of Section I, II, III, IV and V determine the scope of your insurance protection. If there is any conflict between the summary of coverages and your policy or the endorsements thereto, your policy and the endorsements will control.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL PROPERTY PLUS

This endorsement modifies insurance provided under the following:

**BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**

The provisions of the Building And Personal Property Coverage Form, Causes Of Loss – Special Form, Business Income Coverage Forms and Extra Expense Coverage Form apply except as otherwise provided in this endorsement. This endorsement applies only if the Building And Personal Property Coverage Form and Causes Of Loss – Special Form are included in this policy. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Part.

I. Changes To The Building And Personal Property Coverage Form

- A. The **Fire Department Service Charge** Limit of Insurance is increased to \$10,000 unless a different Limit of Insurance for fire department service charge is shown in the Declarations.
- B. The **Pollutant Clean Up And Removal** Limit of Insurance is increased to \$25,000.
- C. All provisions that limit the premises location of property to "within 100 feet" of specified premises are extended to "within 1000 feet" of the specified premises, unless otherwise indicated.
- D. The **Electronic Data** Limit of Insurance is increased to \$10,000:
- E. The Debris Removal Limit of Insurance is increased to \$25,000.
- F. The following coverages are added to **Additional Coverages** in the **Coverage** section:

1. Money And Securities

- a. We will pay for 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.

- b. We will pay only for loss of "money" and "securities" resulting directly from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
- c. We will not pay for loss:
 - (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase; or
 - (3) Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument in the device.
- d. The most we will pay under this Additional Coverage for loss in any one "occurrence" is:
 - (1) \$25,000 for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
 - (2) \$10,000 for "money" and "securities" while anywhere else described in Paragraph 1.a. above.
- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

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

2. Fire Extinguisher Systems Expense

- a. We will pay:
 - (1) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and
 - (2) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.
- b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- c. The most we will pay under this Additional Coverage is \$15,000 in any one occurrence.
- d. No deductible applies to this Additional Coverage.

3. Reward Payment

- a. We will reimburse you for rewards paid as follows:
 - (1) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:
 - (a) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
 - (b) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.

- (2) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

- (a) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
- (b) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

- b. This Additional Coverage applies subject to the following conditions:

- (1) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:

- (a) You or any family member;
- (b) Your employee or any of his or her family members;
- (c) An employee of a law enforcement agency;
- (d) An employee of a business engaged in property protection;
- (e) Any person who had custody of the Covered Property at the time the theft was committed; or
- (f) Any person involved in the crime.

- (2) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.

- (3) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

4. Money Orders And Counterfeit Money

- a. We will pay for loss resulting directly from your having accepted in good

faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
 - (2) "Counterfeit money" that is acquired during the regular course of business.
- b. The most we will pay for any loss in any one "occurrence" under this Additional Coverage is \$10,000.

5. Forgery Or Alteration

- a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
- (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.
- b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
- c. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
- d. For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
- e. The most we will pay for any loss in any one "occurrence", including legal expenses, under this Additional Coverage is \$10,000.

6. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
- (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. The most we will pay under this Additional Coverage for loss or

damage in any one occurrence is \$10,000.

- c. The provisions of this Additional Coverage supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

7. Employee Dishonesty

- a. Your Business Personal Property And Your Money And Securities:

We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, "members" or "managers") with the manifest intent to:

- (1) Cause you to sustain loss or damage; and also
- (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any "employee"; or
 - (b) Any other person or organization.

- b. Customers' Property:

We will pay for loss of or damage to "money", "securities" and "other property" sustained by your customer resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

The property covered under this coverage is limited to property:

- (1) That your customer owns or leases;
- (2) That your customer holds for others; or
- (3) For which your customer is legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this coverage must be presented by you.

c. We will not pay for:

(1) Loss or damage resulting from any dishonest act committed by:

(a) You, your partners, or your "members";

(b) Your "managers", directors, trustees, or authorized representatives; or

(c) Anyone, other than "employees", to whom you entrust the property for any purpose;

whether acting alone or in collusion with other persons.

Paragraph (b) does not apply to Customers' Property covered in Paragraph b. above.

(2) Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:

(a) Your inability to realize income that you would have realized had there been no loss of or damage to "money" or "securities";

(b) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance; or

(c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

(3) Expenses related to any legal action; or

(4) Loss or damage the only proof of which as to its existence or amount is one or both of the following:

(a) An inventory computation; or

(b) A profit and loss computation.

d. The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$25,000.

e. We will pay only for loss or damage you sustain through acts committed or

events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

f. This Additional Coverage does not apply to loss caused by any "employee" after discovery by:

(1) You; or

(2) Any of your partners, officers, directors, trustees, "members" or "managers" not in collusion with the "employee";

of any dishonest act committed by that "employee" before or after being hired by you.

g. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.

h. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:

(1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and

(2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Additional Coverage.

i. The insurance under Paragraph h. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:

(1) This Additional Coverage as of its effective date; or

(2) The prior insurance, had it remained in effect.

8. Brands And Labels

- a. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:
 - (1) Stamp the word salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
 - (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.
- b. We will pay reasonable costs you incur to perform the activities described in Paragraphs (1) and (2) above.

9. Lock Replacement

- a. We will pay for the cost to repair or replace locks at the described premises due to theft or other loss to keys.
- b. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$2,500.
- c. A per occurrence deductible of \$100 will apply.

10. Spoilage Coverage

- a. We will pay for the loss of "perishable stock" as described below caused by:
 - (1) A change in temperature or humidity resulting from mechanical breakdown or failure of refrigeration, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises;
 - (2) Contamination by a refrigerant; and
 - (3) Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- b. The most we will pay for loss under this Additional Coverage is \$5,000.

- c. The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.
- d. This Additional Coverage does not apply if the spoilage results from:
 - (1) Earth movement;
 - (2) Governmental action;
 - (3) Nuclear hazard;
 - (4) War and military action;
 - (5) Water;
 - (6) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
 - (7) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
 - (8) The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (a) Lack of fuel; or
 - (b) Governmental order;
 - (9) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and
 - (10) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds Your Business Personal Property deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible. No other deductible in this policy applies to the coverage provided by this Additional Coverage.
- f. You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location.

However, coverage provided by this Additional Coverage is restored upon:

- (1) Reinstatement of the applicable refrigeration maintenance or service agreement; or
- (2) Procurement of a replacement refrigeration maintenance or service agreement.

11. Food Contamination

- a. If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination, we will pay the following:

- (1) Extra expenses, meaning:

- (a) Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
- (b) Your expense to replace food which is, or is suspected to be, contaminated; and
- (c) Your expense to provide necessary medical tests or vaccinations for your infected employees. However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy.

- (2) Additional advertising expenses you incur to restore your reputation.

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

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

- c. The most we will pay under this Additional Coverage for loss in any one occurrence is:

- (1) \$10,000 for extra expenses; and
- (2) \$5,000 for additional advertising expenses.

- d. We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination at the described premises.

12. Tenant Move Back Expenses

- a. We will pay for expenses that you incur to move your "tenants" back to the described premises from a temporary location in the event that your "tenants" must temporarily vacate a Covered
- b. Building at the premises described in the Declarations due to untenability. The vacancy must result from a direct physical loss or damage to your Covered Property caused by or resulting from a Covered Cause of Loss.
- c. We will only pay for the following expenses:
 - (1) Packing, transporting and unpacking of "tenants' property"; and
 - (2) The net cost to reestablish the "tenants'" utility and telephone services, after any refunds due the "tenants".
- d. We will only pay for expenses listed in Paragraphs b.(1) and b.(2) above that you incur within 60 days of the date that the damaged building has been repaired or rebuilt.
- e. The most we will pay under this Additional Coverage in any one occurrence at each described premises is \$15,000

13. Ordinance or Law

- a. The coverages provided by this endorsement apply only if both a(1) and a(2) are satisfied and are then subject to the qualifications set forth in a(3).
 - (1) This coverage applies only if the ordinance or law:
 - (a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (b) Is in force at the time of loss.But coverage under this endorsement applies only in response to the minimum

requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- (2) This coverage applies only if the building:
 - (a) sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - (b) sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - (c) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
- (3) In the situation described in a.2.b. above, we will not pay the full amount of loss otherwise payable under the terms of Coverages A, B, and/or C of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Sub section f. provides an example of this procedure.)

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

- b. We will not pay under Coverage A, B or C of this endorsement for:

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

- c. Coverage

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

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

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

- (2) Coverage B – Demolition Cost Coverage

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

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

(3) Coverage C – Increased Cost Of Construction Coverage

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

(i) Repair or reconstruct damaged portions of that building; and/or

(ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

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

However:

(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 Increased Cost of Construction Coverage.

(b) When a building is damaged or destroyed and Coverage C applies to that building in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:

(i) The cost of excavations, grading, backfilling and filling;

(ii) Foundation of the building;

(iii) Pilings; and

(iv) Underground pipes, flues and drains.

The items listed in b.(1) through b.(4) above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, 3.b.

d. Loss Payment

(1) All following loss payment Provisions, E.2. through E.4., are subject to the apportionment procedures set forth in Section B.3. of this endorsement.

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

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

(i) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

(ii) \$500,000 in any one occurrence.

(3) Loss payment under Coverage B – Demolition Cost Coverage will be determined as follows:

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

(a) The amount you actually spend to demolish and clear the site of the described premises; or

(b) \$25,000 in any one occurrence.

(4) Loss payment under Coverage C – Increased Cost of Construction

Coverage will be determined as follows:

(a) We will not pay under Coverage C

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

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

(i) The increased cost of construction at the same premises or the new premises; or

(ii) \$25,000 in any one occurrence.

The terms of this Extension apply separately to each building to which the Extension applies.

This Extension is subject to the deductible in the Commercial Property Coverage Declarations.

e. Under this endorsement we will not pay for loss due to any ordinance or law that:

(1) You were required to comply with before the loss, even if the building was undamaged; and

(2) You failed to comply with.

f. Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section a(3) of this endorsement.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000

- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage **C** of this endorsement: \$60,000

Step 1:

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

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

Step 2:

Apply that proportion to the Ordinance or Law loss.

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

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

Note: The same procedure applies to losses under Coverages A and B of this endorsement.

g. The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

14. Back-up of Sewers or Drains

a. We will pay for direct physical loss or damage to Covered Property, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical

breakdown of a sump pump or its related equipment.

However, with respect to Paragraph 2. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

- b. The coverage described in Paragraph A. of this endorsement does not apply to loss or damage resulting from an insured's failure to:
 - (1) Keep a sump pump or its related equipment in proper working condition; or
 - (2) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- c. The most we will pay for the coverage provided under this endorsement is \$10,000 per occurrence, subject to a policy aggregate of \$30,000 per policy period.
- d. With respect to the coverage provided under this endorsement, the Water Exclusion is replaced by the following exclusion:

Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (4) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1. or 3., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the

situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 4., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

15. Fine Arts

- a. We will pay for the loss of paintings, etchings, pictures, tapestries, art glass windows, and other bona fide works of art of rarity, historical value or artistic merit. The loss must be caused by or a result of a covered Cause of Loss.
- b. For this Coverage Extension, **Valuation** under **Loss Conditions** is deleted in its entirety and replaced by the following:

We will determine the value of Covered Property in the event of loss at the market value at the time of loss.
- c. The most we will pay under this Additional Coverage for loss in any one occurrence is \$10,000.

16. Leasehold Interest – Undamaged Improvements and Betterments

- a. We will pay your interest in the value of undamaged improvements and betterments at a described premises as a result of direct physical loss or damage by a Covered Cause of Loss when:
 - (1) The lease is cancelled by the lessor;
 - (2) The lease cancellation is supported by a valid condition on your lease;
 - (3) You have at least six months remaining in your lease; and
 - (4) At least 25% of the building is damaged or at least six months is required to repair the building for your occupancy.
- b. We will not pay under this Additional Coverage if the premises, where the lease is cancelled, has been vacant for more than 60 consecutive days prior to the loss or damage.
- c. The most we will pay under this Additional Coverage in any one occurrence is the lesser of the leasehold interest of undamaged

improvements and betterments or \$25,000.

17. Duplicate and Backup Electronic Data

- a. We will pay for loss resulting from any of the Covered Cause of Loss to duplicate and backup electronic data that you store at a premises not described in the Declarations providing such electronic data is not covered by another policy.
- b. The most we will pay for loss in any one occurrence is \$5,000.

18. Tree Debris Removal

- a. We will pay for your expense to remove debris of trees that are blown onto the described premises by wind.
- b. This coverage applies only if wind is a Covered Cause of Loss.
- c. The most we will pay for loss or damage under this Additional Coverage is \$1,000.

19. Extra Expense

- a. We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to property at premises which are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.
- b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:
 - (1) The portion of the building which you rent, lease or occupy; and
 - (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- c. The most we will pay for loss or damage under this Additional Coverage is \$25,000.

F. Coverage Extensions in the **Coverage** Section is amended as follows:

1. Newly Acquired Or Constructed Property is amended as follows::

- a. The Period of Coverage Provision is replaced by the following:
 - (1) With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:
 - (a) This policy expires;

- (b) 90 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property;
- (c) With respect to "computers", when specific insurance at the newly acquired premises is obtained; or
- (d) 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.

b. Newly Acquired Electronic Data Processing Equipment is added as follows:

- (1) The most we will pay for loss in any one occurrence is \$5,000. This Limit of Insurance for **Newly Acquired Electronic Data Processing Equipment** is in addition to the other limits provided by this Coverage Extension.

2. Personal Effects And Property Of Others is replaced by the following:

You may extend the insurance that applies to Your Business Personal Property to apply to:

- a. Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage caused by theft.
- b. Personal property of others, except "tenants' property" (or property of others for which the "tenant" is liable), in your care, custody or control.

The most we will pay for loss or damage in any one occurrence under this Extension is \$5,000 at each described premises. The valuation method for the loss and damages will be the same as that for Business Personal Property. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

3. Valuable Papers And Records (Other Than Electronic Data) is replaced by the following:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in

your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered – Electronic Data.

- b. Coverage under this Extension is limited to the "specified causes of loss" as defined in the Causes Of Loss – Special Form and Collapse as set forth in that Form.
- c. This Extension does not apply to:
 - (1) Property held as samples or for delivery after sale; or
 - (2) Property in storage away from the premises shown in the Declarations.
- d. The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$25,000.

For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence.

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

4. Property Off-Premises is replaced by the following:

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:

- (1) Temporarily at a location you do not own, lease or operate;
- (2) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (3) At any fair, trade show or exhibition.

This Extension also applies to "computers" while in the course of transit.

- b. This Extension does not apply to property:

- (1) In or on a vehicle except for "computers"; or
- (2) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

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

5. Outdoor Property is replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises caused by or resulting from the following causes of loss if they are Covered Causes of Loss; fire, lightning, explosion, riot or civil commotion or aircraft:

- a. Fences and retaining walls that are not a part of a building. The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence;
- b. Outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence; and
- c. Trees, shrubs and plants (other than "stock" of trees, shrubs or plants). The most we will pay for loss or damage, including debris removal expense under this Extension is \$10,000 for any one occurrence, but not more than \$500 for any one tree, shrub or plant.

6. Accounts Receivable is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:
 - (1) All amounts due from your customers that you are unable to collect;
 - (2) Interest charges on any loan required to offset amounts you are unable to collect pending your payment of these amounts;
 - (3) Collection expenses in excess of your normal collection expenses

that are made necessary by loss or damage; and

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

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

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

For accounts receivable not at a described premises, the most we will pay is \$1,500 in any one occurrence.

- c. To the extent that coverage for accounts receivable is provided under this Extension, the provisions of Property Not Covered in the Coverage Section do not apply.

7. Utility Services – Direct Damage is added as follows:

- a. Coverage

If this policy covers Building and/or Business Personal Property, you may extend this coverage to apply to loss of or damage to Covered Property caused by an interruption in utility service to the described premises. This interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph c. Utility Services.

- b. Exception

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

- c. Utility Services

- (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 overhead transmission lines.

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

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

It does not include overhead transmission lines.

- d. Limits of Insurance

- (1) If this policy covers Building, the most we will pay for loss to Building under this coverage extension is \$10,000.
- (2) If this policy covers Business Personal Property, the most we will pay for loss to Business Personal Property under this coverage extension is \$10,000.

II. Changes To The Business Income Coverage Forms

A. The following coverages are added to the Additional Coverages in the Coverage section:

- 1. Ingress/Egress

- a. We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused when ingress or egress to the described premises is physically prevented due to direct loss or damage to Property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

This coverage will not begin until 12 hours after the physical loss or damage has occurred. The most we will pay for loss under this Additional Coverage is \$50,000.

B. The Coverage Extensions in the Coverage Section is amended as follows:

- 1. The Period Of Coverage Provision of **Newly Acquired Locations** is replaced by the following:

Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- a. This policy expires;
- b. 90 days expire after you acquire or begin to construct the property; or
- c. You report values to us.

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

The Additional Condition, Coinsurance, does not apply to this Extension.

III. Changes To The **Causes Of Loss – Special Form**

- A. The mechanical breakdown exclusion in the **Exclusions** section does not apply to loss or damage to "computers".
- B. The paragraphs referencing the excluded Causes of Loss to personal property in the **Exclusions** section are replaced by the following:

We will not pay for loss or damage caused by or resulting from the following causes of loss to personal property:

1. Dampness or dryness of atmosphere, or changes in or extremes of temperature, unless such conditions result from physical damage caused by a Covered Cause of Loss to an air conditioning unit or system, including equipment and parts, which is part of, or used with, "computers"; or
2. Marring or scratching.

But if an excluded cause of loss that is listed in Paragraph 1. or 2. above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- C. The following exclusions are added to the **Exclusions** section, and apply only to coverage for "computers":
 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. **Errors Or Omissions**

Errors or omissions in processing, recording or storing electronic data on "computers". However, we will pay for direct loss or damage caused by resulting fire or explosion if these

causes of loss would otherwise be covered by this policy.

- b. **Electrical Disturbance**

Electrical or magnetic injury, disturbance or erasure of electronic recordings.

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

- c. **Computer-Related Losses**

The failure, malfunction or inadequacy of:

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

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

- (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph c.(1) above;

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

- d. **Computer Advice Or Consultation**

Any advice, consultation, design, evaluation, inspection, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Exclusion c. above.

2. If an excluded cause of loss as described in Exclusion b., c. or d. above results in a "specified cause of loss", or in elevator collision resulting from mechanical breakdown, we will pay only for the loss or damage caused by such "specified cause of loss" or elevator collision. We will not pay for repair, replacement or

modification of any items in Exclusion c. above to correct any deficiencies or change any features.

D. The Exclusions section does not apply to the coverage for Employee Dishonesty in Paragraph C. of Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard; and
3. War And Military Action.

E. The Exclusions section and Limitations section do not apply to the coverage for Outdoor Signs in Paragraph D. of Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard;
3. War And Military Action;
4. Wear and tear;
5. Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself; and
6. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

F. The Exclusions section does not apply to the Valuable Papers And Records (Other Than Electronic Data) or the Accounts Receivable Coverage Extensions in Paragraph D. of Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard;
3. War And Military Action;
4. Computer-Related Losses;
5. Computer Advice or Consultation;
6. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days of more;
7. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- a. You do your best to maintain heat in the building or structure; or
- b. You drain the equipment and shut off the supply if the heat is not maintained; and

8. We will not pay for loss or damage caused by or resulting from any of the following, Paragraphs a. through c. But if an excluded cause of loss that is listed in a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in any of the following exclusions to produce the loss or damage:

- (1) Ordinance Or Law;
- (2) Earth Movement;
- (3) Governmental Action;
- (4) Nuclear Hazard;
- (5) Utility Services;
- (6) War And Military Action;
- (7) Water; and
- (8) "Fungus", Wet Rot, Dry Rot And Bacteria.

- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

G. The following additional exclusions apply to the **Accounts Receivable Coverage Extension** only:

We will not pay for:

1. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful

giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

2. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
3. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

H. The Limitations Section is amended as follows:

1. The limitation pertaining to payment for loss of or damage to fragile articles does not apply with respect to the breakage of chinaware.
2. The special limit for furs, fur garments and garments trimmed with fur is increased to \$10,000.
3. The most we will pay for all loss or damage for stamps, tickets, including lottery tickets held for sale and letters of credit in any one occurrence is \$500.

I. Under the Additional Coverage Extension for **Property In Transit**, the most we will pay for loss or damage is increased to \$10,000.

IV. Definitions

A. "Computer" means:

1. Your programmable electronic equipment that is used to store, retrieve and process electronic data. It includes their component parts and dedicated air conditioning, fire suppression equipment and electrical equipment used exclusively in your "computer" operations; and
2. Associated peripheral equipment that provides communication, including input and output functions such as printing or auxiliary functions such as electronic data transmission.

It does not include electronic data and media.

B. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

C. "Employee":

1. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" means:
 - a. Any natural person:

- (1) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to theft or any other dishonest act committed by the "employee";

- (2) Who you compensate directly by salary, wages or commissions; and

- (3) Who you have the right to direct and control while performing services for you;

b. Any natural person who is furnished temporarily to you:

- (1) To substitute for a permanent "employee" as defined in Paragraph 1.a.(1), who is on leave; or

- (2) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph 1.b.a.(2);

d. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;

e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";

f. Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or

g. Any of your "managers", directors or trustees while:

- (1) Performing acts within the scope of the usual duties of an "employee"; or

- (2) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of

- trustees to perform specific, as distinguished from general, directorial acts on your behalf.
2. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" does not mean:
 - (a) Any agent, broker, factor, commission merchant, consignee or independent contractor; or
 - (b) A representative of the same general character as in Paragraph E.2.a., unless such representative is specified in Paragraph E.1.
- D. "Extra Expense" means:**
1. 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 to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:
 - (a) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
 - (b) Minimize the "suspension" of business if you cannot continue "operations"
 2. We will also pay for Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.
- E. "Forgery" means the signing of the name of another person or organization with intent to deceive. It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.**
- F. "Manager", as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means a person serving in a directorial capacity for a limited liability company.**
- G. "Member", as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".**
- H. "Money" means:**
1. Currency, coins and bank notes in current use and having a face value; and
 2. Travelers checks, register checks and money orders held for sale to the public.
- I. "Occurrence":**
1. As respects the coverage provided under Section I of this endorsement for Money And Securities only, "occurrence" means:
 - a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
 2. As respects the coverage provided under Section I of this endorsement for Money Orders And Counterfeit Money only, "occurrence" means:
 - a. An individual act or event;
 - b. The combined total of all separate acts or events whether or not related; or
 - c. A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
 3. As respects the coverage provided under Section I of this endorsement for Forgery Or Alteration only, "occurrence" means:
 - a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the policy period shown in the Declarations, before such policy period or both.
 4. As respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, "occurrence" means:
 - a. An individual act;

- b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the policy period shown in the Declarations, before such policy period or both.
- J.** "Operations" means your business activities occurring at the described premises.
- K.** "Other property", as respects the coverage provided under Section I of this endorsement for Customers' Property under Employee Dishonesty only, means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy.
- L.** "Period of restoration" means the period of time that:
- 1. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - 2. Ends on the earlier of:
 - a. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - b. 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 or compliance with any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down, of any property; or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

- M.** "Perishable stock" means property:
- 1. Maintained under controlled conditions for its preservation; and
 - 2. Susceptible to loss or damage if the controlled conditions change.
- N.** "Securities" means negotiable and non-negotiable instruments or contracts

representing either "money" or other property and includes:

- 1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - 2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
- O.** "Tenant" means anyone who is lawfully residing in a leased unit or apartment of a Covered Building.
- A person is lawfully residing in a unit or apartment if:
- 1. He or she is in compliance with the terms of a written lease with the named insured; and
 - 2. He or she is a permanent resident of such unit or apartment during the term of the lease.
- P.** "Tenants' property" means "money", "securities" and other tangible property having intrinsic value that belongs to your "tenants".
- Q.** "Theft", as respects the coverage provided under Paragraph B. of Section I of this endorsement for Customers' Property under Employee Dishonesty only, means the unlawful taking of property to the deprivation of your customer.

V. Additional Conditions

The following Additional Conditions are added to all coverages provided under this Coverage Enhancement:

- A.** Coverage afforded the insured under this Coverage Enhancement will be excess over any other valid and collectible insurance available to the insured.
- B.** Non-Cumulation Of Limit Of Insurance
- 1. Regardless of the number of years this Enhancement Endorsement remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.