



**Report Claims Immediately by Calling\***  
**1-800-238-6225**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

\*Unless Your Policy Requires **Written** Notice or Reporting

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## **COMMERCIAL INSURANCE**

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### **A Custom Insurance Policy Prepared for:**

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**SAKO AND PARTNERS LOWER  
HOLDINGS LLC; ASSET CAMPUS  
945 BUNKER HILL ROAD, FLOOR 14  
HOUSTON TX 77024**

TRAVELERS CORP. TEL: 1-800-328-2189  
APARTMENT BLDGS  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 04/14/25  
POLICY NUMBER: BME1-1Y160988-TIL-25

INSURING COMPANY:  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

SAKO AND PARTNERS LOWER  
HOLDINGS LLC; ASSET CAMPUS (AS PER IL T8 00)  
945 BUNKER HILL ROAD, FLOOR 14  
HOUSTON, TX 77024

2. POLICY PERIOD: From 04/01/25 to 04/01/26 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS

Loc. No.	Premises	Bldg. No.	Occupancy	Address
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SEE IL T0 03

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
EQUIPMENT BREAKDOWN PROTECTION DECLARATIONS EB T0 00 02 19 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:

Policy	Policy No.	Insuring Company
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7. PREMIUM SUMMARY:

Provisional Premium  
Due at Inception  
Due at Each

NAME AND ADDRESS OF AGENT OR BROKER:

LOCKTON COMPANIES LLC (HE640)  
8110 E UNION AVE STE 100  
DENVER, CO 802372984

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

## TAXES AND SURCHARGES

POLICY NUMBER: BME1-1Y160988-TIL-25

EFFECTIVE DATE: 04/01/25

ISSUE DATE: 04/14/25

DESCRIPTION

AMOUNT

IL T0 02 11 89

PAGE 2 OF 2

OFFICE: DENVER

052

PRODUCER NAME: LOCKTON COMPANIES LLC

HE640

POLICY NUMBER: BME1-1Y160988-TIL-25

EFFECTIVE DATE: 04-01-25

ISSUE DATE: 04-14-25

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	NAMED INSURED ENDORSEMENT

## BOILER AND MACHINERY

EB T0 00 02 19	ENERGYMAX21 EQUIP BREAKDOWN DEC
EB T0 01 02 19	ENERGYMAX 21 EQUIP BREAKDOWN PRO TOC
EB T1 00 02 19	EQUIPMENT BREAKDOWN PROTECTION
EB T4 49 10 22	SHIPLOADER AND BARGE LOADER EXCLUSION
EB T4 50 01 23	DIGITAL ASSETS EXCL
BM T5 94 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
EB T3 13 02 19	ADDL INS, LOSS PAYEES OR MRTGAG - SP SCH
EB T3 18 02 19	SPECIFIED PERILS EXCLUSION
EB T3 19 02 19	ACTUAL CASH VALUE - PREDETERMINED DEPREC
EB T3 40 02 19	NAME INSURED - BROAD FORM
EB T4 01 02 19	DEPENDENT PROPERTIES - LOCATION SCHEDULE
EB T4 47 01 23	ELECTRONIC VANDALISM EXCLUSION
EB T9 02 02 19	AZ CHANGES - CONCEALMENT, MISREP, FRAUD
EB T9 03 02 19	COLORADO CHANGES - LOSS PAYMENT
EB T9 07 09 19	KANSAS CHANGES
EB T9 08 02 24	LOUISIANA CHANGES
EB T9 15 12 13	MISSOURI CHANGES - LEGAL
EB T9 17 06 23	NORTH CAROLINA CHANGES
EB T9 27 02 19	FL CHANGES - COIN, LOSS PAY, NAMED INS
EB T9 33 02 19	TX CHANGES - ARBITRATION, DEF, LEGAL ACT
EB T9 37 02 19	GEORGIA CHANGES - VALUATION
PN EB 08 12 13	NORTH CAROLINA POLICYHOLDER NOTICE

## INTERLINE ENDORSEMENTS

IL T0 63 07 22	ACTUAL CASH VALUE
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 28 10 19	ADDITIONAL BENEFITS - KANSAS
IL F1 51 07 21	DEPRECIATION - LOUISIANA
IL F1 54 12 22	ACTUAL CASH VALUE DEFINITION - GEORGIA
IL 01 06 04 15	VIRGINIA CHANGES-APPRAISAL
IL 01 52 10 15	VIRGINIA CHANGES
IL 01 60 01 16	KS CHANGES-CONCEALMENT, MISREP OR FRAUD
IL 01 63 10 17	ARKANSAS CHANGES

POLICY NUMBER: BME1-1Y160988-TIL-25

EFFECTIVE DATE: 04-01-25

ISSUE DATE: 04-14-25

## INTERLINE ENDORSEMENTS (CONTINUED)

IL 01 69 09 07	CO CHANGES CONCEAL MISREP OR FRAUD
IL 01 71 09 07	TEXAS CHANGES-LOSS PAYMENT
IL 01 77 10 10	OK CHANGES-CONCEAL, MISREPRESENT OR FRAUD
IL 02 12 01 12	VIRGINIA CHANGES
IL 02 88 12 19	TX CHANGES - CANCEL AND NONRENEWAL
IL T9 56 04 93	TX CHANGES-NOTICE OF CLAIM OR SETTLEMENT

## POLICYHOLDER NOTICES

PN T1 89 02 23	JURISDICTIONAL INSP & CONTACT INFO REQ
PN T1 01 10 19	IMPORTANT NOTICE - VIRGINIA
PN T4 71 04 20	IMPORTANT NOT-POLICYHOLDER INFO-ARKANSAS
PN U3 53 06 19	IMPT NOTICE - FLOOD - TX

# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while

acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**G. Equipment Breakdown Equivalent to Boiler and Machinery**

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)



Secretary



President

**LOCATION SCHEDULE**

**POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

Loc. No.	Bldg. No.	Address	Occupancy
1	1		
2	2		
3	3		
4	4		
5	5		
6	6		
7	7		
8	8		
9	9		
10	10		
11	11		
12	12		
13	13		

**LOCATION SCHEDULE**

**POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
14	14		
15	15		
16	16		
17	17		
18	18		
19	19		
20	20		
21	21		
22	22		
23	23		
24	24		
25	25		
26	26		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
27	27		
28	28		
29	29		
30	30		
31	31		
32	32		
33	33		
34	34		
35	35		
36	36		
37	37		
38	38		
39	39		

**LOCATION SCHEDULE**

**POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

Loc. No.	Bldg. No.	Address	Occupancy
40	40		
41	41		
42	42		
43	43		
44	44		
45	45		
46	46		
47	47		
48	48		
49	49		
50	50		
51	51		
52	52		

**LOCATION SCHEDULE**

**POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
53	53		
54	54		
55	55		
56	56		
57	57		
58	58		
59	59		
60	60		
61	61		
62	62		
63	63		
64	64		
65	65		

**LOCATION SCHEDULE**

**POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

Loc. No.	Bldg. No.	Address	Occupancy
66	66		
67	67		
68	68		
69	69		
70	70		
71	71		
72	72		
73	73		
74	74		
75	75		
76	76		
77	77		
78	78		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
79	79		
80	80		
81	81		
82	82		
83	83		
84	84		
85	85		
86	86		
87	87		
88	88		
89	89		
90	90		
91	91		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
92	92		
93	93		
94	94		
95	95		
96	96		
97	97		
98	98		
99	99		
100	100		
101	101		
102	102		
103	103		
104	104		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
105	105		
106	106		
107	107		
108	108		
109	109		
110	110		
111	111		
112	112		
113	113		
114	114		
115	115		
116	116		
117	117		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
118	118		
119	119		
120	120		
121	121		
122	122		
123	123		
124	124		
125	125		
126	126		
127	127		
128	128		
129	129		
130	130		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
131	131		
132	132		
133	133		
134	134		
135	135		
136	136		
137	137		
138	138		
139	139		
140	140		
141	141		
142	142		
143	143		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
144	144		
145	145		
146	146		
147	147		
148	148		
149	149		
150	150		
151	151		
152	152		
153	153		
154	154		
155	155		
156	156		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
157	157		
158	158		
159	159		
160	160		
161	161		
162	162		
163	163		
164	164		
165	165		
166	166		
167	167		
168	168		
169	169		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
170	170		
171	171		
172	172		
173	173		
174	174		
175	175		
176	176		
177	177		
178	178		
179	179		
180	180		
181	181		
182	182		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
183	183		
184	184		
185	185		
186	186		
187	187		
188	188		
189	189		
190	190		
191	191		
192	192		
193	193		
194	194		
195	195		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
196	196		
197	197		
198	198		
199	199		
200	200		
201	201		
202	202		
203	203		
204	204		
205	205		
206	206		
207	207		
208	208		

**LOCATION SCHEDULE****POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
04-01-25 to 04-01-26 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
209	209		
210	210		
211	211		
212	212		
213	213		
214	214		
215	215		
216	216		
217	217		
218	218		
219	219		
220	220		
221	221		

**LOCATION SCHEDULE**

**POLICY NUMBER: BME1-1Y160988-TIL-25**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 04-01-25 to 04-01-26 .

Loc. No.	Bldg. No.	Address	Occupancy
222	222		

NAMED INSURED ENDORSEMENT

ITEM 1 NAMED INSURED TO READ:

SAKO AND PARTNERS LOWER HOLDINGS LLC; ASSET CAMPUS  
USA, LLC; ASSET PLUS USA, LLC; SAKO AND PARTNERS HOLDINGS,  
LLC; SAKO AND PARTNERS INTERMEDIATE HOLDINGS LLC;  
ASSET LIVING IP, LLC; ASSET LIVING RISK MANAGEMENT, LLC;  
ASSET CAMPUS INTERNATIONAL, LLC; ASSET RECEIVER USA, LLC;  
POETIC DIGITAL, LLC; ALPHA BARNES REAL ESTATE SERVICES,  
LLC; ALPHA BARNES REAL ESTATE  
SERVICES II, LLC; ECHELON PROPERTY GROUP LLC;  
ASSET LIVING, LLC F/K/A SHELTON RESIDENTIAL, LLC;  
JMG REALTY, INC.; JMG REALTY, LLC;  
ASSET LIVING CORPORATION; ASSET LIVING SOUTHEAST, LLC

## **BOILER AND MACHINERY**



## **BOILER AND MACHINERY**

**ENERGYMAX 21  
EQUIPMENT BREAKDOWN PROTECTION  
DECLARATIONS**

**POLICY NUMBER: BME1-1Y160988-TIL-25  
ISSUE DATE: 04-14-25**

**INSURING COMPANY:**

**TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

**EFFECTIVE DATE:** Same as Policy unless otherwise specified:

**COVERED PREMISES:**

**The Coverage Provided By This Coverage Part Applies To All Locations Covered By This Policy Except Those Listed Below:**

**EXCEPTIONS:**

The Limits of Insurance for Property Damage and the Coverage Extensions and Limitations are part of, not in addition to, the Total Limit per Breakdown.

If INCLUDED is shown under Limit of Insurance for Property Damage or a Coverage Extension or Limitation, then the limit for such coverage is part of, not in addition to, the other Limit of Insurance identified.

The Coverage Extensions listed below apply only if a limit or other coverage indicator is shown under the Limit of Insurance for that Coverage Extension.

The Coverage Limitations listed below always apply.

**COVERAGES and LIMITS OF INSURANCE**

**Total Limit per Breakdown:**

**\$250,000,000**

**1. Property Damage (PD):**

**INCLUDED IN TOTAL LIMIT PER BREAKDOWN**

**2. Coverage Extensions:**

**a. Business Income Coverage Extension (BI):**

**INCLUDED IN TOTAL LIMIT PER BREAKDOWN**

Coinurance Percentage **SUSPENDED**

**b. Extra Expense Coverage Extension (EE):**

**INCLUDED IN BI LIMIT**

**c. Spoilage Damage Coverage Extension (SD):**

**\$2,500,000**

Utility Interruption – Spoilage coverage applies only if the interruption lasts at least (waiting period):

**24** Hours

**d. Utility Interruption – Time Element Coverage Extension (UI-TE):**

**INCLUDED IN BI LIMIT**

Utility Interruption – Time Element coverage applies only if the interruption lasts at least (waiting period):

**24** Hours

**e. Civil Authority Coverage Extension:**

**SEE EB T3 05**

**COVERAGES and LIMITS OF INSURANCE – Continued**

- f. "Dependent Property" Coverage Extension:  
\$1,000,000  
"Dependent Property" Locations:  
**SEE EB T4 01**
- g. "Electronic Data" Or "Media" Coverage Extension:
  - (1) "Electronic Data" Or "Media" Stored At "Covered Premises":  
\$5,000,000
  - (2) "Electronic Data" Or "Media" Stored With "Electronic Data Storage Provider":  
**INCLUDED IN "ELECTRONICS DATA" OR "MEDIA" STORED AT "COVERED PREMISES"**
- h. Errors And Omissions Coverage Extension:  
\$10,000,000
- i. Expediting Expense Coverage Extension:  
\$10,000,000
- j. Extended Period Of Restoration Coverage Extension:  
365 Days
- k. "Fungus", Wet Rot And Dry Rot Coverage Extension:
  - (1) Property Damage:  
\$250,000
  - (2) Business Income Or Extra Expense:  
30 DAYS
- l. Green Enhancements Coverage Extension:  
Property Damage Percentage Factor:  
5 %  
Property Damage Additional Costs Limit of Insurance:  
\$1,000,000  
Business Income or Extra Expense Additional Number of Days:  
30 days
- m. Ingress Or Egress Coverage Extension:  
1 DAY
- n. Newly Acquired Locations Coverage Extension:  
**INCLUDED IN TOTAL LIMIT PER BREAKDOWN**  
Number of Days of Coverage:  
365 Days
- o. Off-Premises Transportable Equipment Coverage Extension:  
\$500,000

**COVERAGES and LIMITS OF INSURANCE – Continued**

- p.** Ordinance Or Law (Including Demolition And Increased Cost Of Construction) Coverage Extension:
  - (a)** Undamaged Property:  
\$10,000,000
  - (b)** Demolition:  
INCLUDED IN UNDAMAGED PROPERTY
  - (c)** Increased Cost Of Construction:  
INCLUDED IN UNDAMAGED PROPERTY
- q.** Sump Overflow Coverage Extension:  
\$5,000

**COVERAGE LIMITATIONS and LIMITS OF INSURANCE**

- a.** Hazardous Substance Limitation:  
\$10,000,000
- b.** Refrigerant Contamination Limitation:  
INCLUDED IN SPOILAGE DAMAGE LIMIT
- c.** Water Damage Limitation:  
INCLUDED IN TOTAL LIMIT PER BREAKDOWN

Drying Out Limit of Insurance:  
INCLUDED IN PD LIMIT

Other:

**NUMBER OF DAYS FOR NOTICE OF CANCELLATION:**

90 Days

Except: 10 days for non-payment of Premium

**COVERAGES and DEDUCTIBLE AMOUNT**

Combined Deductible:

**\$10,000**

Property Damage (PD):

**INCLUDED IN COMBINED DEDUCTIBLE**

Business Income (BI):

**INCLUDED IN COMBINED DEDUCTIBLE**

Extra Expense (EE):

**INCLUDED IN COMBINED DEDUCTIBLE**

Spoilage Damage (SD):

**INCLUDED IN COMBINED DEDUCTIBLE**

Utility Interruption – Time Element (UI-TE):

**INCLUDED IN COMBINED DEDUCTIBLE**

"Dependent Property":

**INCLUDED IN COMBINED DEDUCTIBLE**

Refrigerant Contamination:

**INCLUDED IN COMBINED DEDUCTIBLE**

Other:

NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING

# EnergyMax 21 Equipment Breakdown Protection

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# ENERGYMAX 21

## EQUIPMENT BREAKDOWN PROTECTION

Various provisions in this Coverage Part restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations or as endorsed hereunder. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Definitions**.

### A. Coverage

#### 1. Property Damage (PD)

- a. We will pay for direct damage to "Covered Property" located at the "Covered Premises" caused by a "Breakdown" to "Covered Equipment".
- b. We will also pay for the costs you incur to remove debris of such damaged "Covered Property", where such debris is a direct result of a "Breakdown" to "Covered Equipment".

#### 2. Coverage Extensions

Coverage provided under Section **A.1.** may be modified by the following Coverage Extensions. Coverage Extensions apply only if a limit or other coverage indicator is shown under the Limit of Insurance for that Coverage Extension in the Declarations or elsewhere in this Coverage Part.

The Coverage Extensions apply only to that portion of the loss or damage that is a direct result of a "Breakdown" to "Covered Equipment". The "Breakdown" to "Covered Equipment" must occur during the policy period, but expiration of the Policy does not limit our liability under these Coverage Extensions.

The most we will pay under each of the Coverage Extensions is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for such Coverage Extension.

The Limits of Insurance for these Coverage Extensions are part of, and are not in addition to, the Total Limit per Breakdown Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

tion to, the Total Limit per Breakdown Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

#### a. Business Income Coverage Extension (BI)

##### (1) We will pay:

- (a) Your actual loss of "Business Income" from a total or partial interruption of business during the "Period of Restoration"; and
- (b) The additional necessary expenses you incur during the "Period of Restoration", over and above the expenses that you normally would have incurred, to reduce or avert the amount of loss under this Coverage Extension. We will pay for such expenses only to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Extension.

##### (2) The "Covered Equipment" must either be:

- (a) "Covered Property" located at a "Covered Premises"; or
- (b) Property of others that is:
  - (i) Located at a "Covered Premises" insured under this Coverage Part; and
  - (ii) Used to supply "Utility Services" to the "Covered Premises".

##### (3) We will take into consideration:

- (a) The experience of your business before the "Breakdown" to "Covered Equipment" and the probable experience you would have had without the "Breakdown" to "Covered Equipment"; and
- (b) Any amount recovered under physical damage coverages based on selling price valuation;

## EQUIPMENT BREAKDOWN

in the adjustment of any loss.

### **b. Extra Expense Coverage Extension (EE)**

- (1) We will pay your "Extra Expense".
- (2) The "Covered Equipment" must either be:
  - (a) "Covered Property" located at a "Covered Premises"; or
  - (b) Property of others that is:
    - (i) Located at a "Covered Premises" insured under this Coverage Part; and
    - (ii) Used to supply "Utility Services" to the "Covered Premises".
- (3) We will take into consideration the experience of your business before the "Breakdown" to "Covered Equipment" and the probable experience you would have had without the "Breakdown" to "Covered Equipment" in the adjustment of any loss.

### **c. Spoilage Damage Coverage Extension (SD)**

We will pay for:

- (1) Spoilage damage to "Perishable Goods" located at the "Covered Premises".
- (2) Utility Interruption – Spoilage  
Spoilage damage to "Perishable Goods" located at the "Covered Premises" that is caused by or results from an interruption in "Utility Services" to your "Covered Premises" that is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by a private or public utility, landlord or other supplier with whom you have a contract to provide you with "Utility Services".

The interruption of such "Utility Service" to your "Covered Premises" must last at least the consecutive period of time shown in the Declarations or elsewhere in this Coverage Part for Utility Interruption – Spoilage. Once this waiting period is met, coverage will commence at the initial time of the interruption and will

then be subject to the applicable deductible.

- (3) Any necessary expenses you incur to reduce or avert the amount of loss under this Coverage Extension. We will pay such expenses to the extent they do not exceed the amount of loss that otherwise would have been payable under this Coverage Extension.

### **d. Utility Interruption – Time Element Coverage Extension (UI-TE)**

If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the interruption of "Utility Services" to your "Covered Premises" provided all of the following conditions are met:

- (1) The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by a private or public utility, landlord or other supplier with whom you have a contract to provide you with "Utility Services";
- (2) The "Covered Equipment" is not located at the affected "Covered Premises" insured under this Coverage Part;
- (3) The "Covered Equipment" is used to supply "Utility Services" to the "Covered Premises"; and
- (4) The interruption of "Utility Services" to your "Covered Premises" lasts at least the consecutive period of time shown in the Declarations or elsewhere in this Coverage Part for Utility Interruption – Time Element. Once this waiting period is met, coverage will commence at the initial time of the interruption, subject to the applicable deductible.

With respect to this Coverage Extension, the "Period of Restoration" ends on the date when the "Covered Equipment" owned, operated or controlled by such utility supplier should be repaired, rebuilt or replaced with reasonable speed and similar quality.

**e. Civil Authority Coverage Extension**

- (1) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the action of civil authority that prohibits access to the "Covered Premises". The action of civil authority must be due to direct physical loss or damage to property caused by a "Breakdown" to "Covered Equipment" at locations, other than the "Covered Premises", that are within 100 miles of the "Covered Premises".
- (2) Coverage provided under Paragraph **e.(1)** above will commence 24 hours after the time of the civil authority action and will continue:
  - (a) For a period of up to three consecutive weeks; or
  - (b) Until the action of civil authority is rescinded or expires and access to the "Covered Premises" is no longer prohibited;
 whichever occurs first. The "Period of Restoration" does not apply to this Coverage Extension.

**f. "Dependent Property" Coverage Extension**

If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the necessary partial or total interruption of your business during the "Period of Restoration for Dependent Property". The interruption must be caused by direct physical loss of or damage to "Dependent Property", shown in the Declarations or elsewhere in this Coverage Part, caused by or resulting from a "Breakdown" to "Covered Equipment".

However, coverage under this Coverage Extension does not apply when the only loss to "Dependent Property" is loss or damage to "Electronic Data", including destruction or corruption of "Electronic Data". If the "Dependent Property" sustains loss or damage to "Electronic Data" and other property, coverage under this Coverage Extension will end once the other property is repaired, rebuilt or replaced.

**g. "Electronic Data" Or "Media" Coverage Extension****(1) "Electronic Data" Or "Media" Stored At "Covered Premises"**

If "Media" is damaged or "Electronic Data" is lost or corrupted as a direct result of a "Breakdown" to "Covered Equipment" and such "Media" or "Electronic Data" is located or stored at a "Covered Premises", we will pay the actual cost to:

- (a) Research, replace, recreate or restore the damaged "Media" or lost or corrupted "Electronic Data"; and
- (b) Reprogram instructions used in any "Covered Property" that is "Computer Equipment" made necessary due to the damaged "Media" or lost or corrupted "Electronic Data".

**(2) "Electronic Data" Or "Media" Stored With "Electronic Data Storage Provider"**

If "Media" is damaged or "Electronic Data" is lost or corrupted as a direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by an "Electronic Data Storage Provider" and such "Media" or "Electronic Data" is stored with that "Electronic Data Storage Provider", we will pay your actual cost to:

- (a) Research, replace, recreate or restore your damaged "Media" or your lost or corrupted "Electronic Data"; and
- (b) Reprogram instructions used in any "Covered Property" that is "Computer Equipment";

provided that the "Covered Equipment" owned, operated or controlled by that "Electronic Data Storage Provider" is not located at any "Covered Premises" insured under this Coverage Part and that such "Covered Equipment" is used to store your "Electronic Data".

- (3) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the actual loss incurred during

## EQUIPMENT BREAKDOWN

the time necessary to:

- (a) Research, replace, recreate or restore the damaged, "Media" or lost or corrupted "Electronic Data"; and
- (b) Reprogram instructions used in any covered "Computer Equipment";

with reasonable speed and similar quality. The "Period of Restoration" does not apply to this Coverage Extension.

- (4) We will not pay for any loss or expense incurred due to damaged "Media" or lost or corrupted "Electronic Data" if the "Electronic Data" or "Media" cannot be replaced, recreated or restored. To the extent that "Electronic Data" is not replaced, recreated or restored, the loss will be valued at the cost of replacement of the "Media" on which the "Electronic Data" was stored, with blank "Media" of a substantially identical type.

The deductible for coverage provided under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

### **h. Errors And Omissions Coverage Extension**

We will pay for your loss or damage that would otherwise be payable under this Coverage Part, but is not payable solely because of any unintentional:

- (1) Error or omission in the description or location of property as insured under this Coverage Part;
- (2) Failure to include any premises owned or occupied by you at the inception date of this Coverage Part; or
- (3) Error or omission by you that results in cancellation of coverage for any premises insured under this Policy.

No coverage is provided as a result of any error or omission in the reporting of

values or the coverage you requested.

It is a condition of coverage provided under this Coverage Extension that any errors or omissions must be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date that any premises should have been added had no error or omission occurred.

### **i. Expediting Expense Coverage Extension**

With respect to direct damage to "Covered Property" located at the "Covered Premises" caused by a "Breakdown" to "Covered Equipment", we will pay the reasonable extra cost you necessarily incur to:

- (1) Make temporary repairs to; or
- (2) Expedite the permanent repairs or replacement of;

the damaged "Covered Property".

The deductible for coverage under this Coverage Extension is INCLUDED within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

### **j. Extended Period Of Restoration Coverage Extension**

The "Period of Restoration" is extended for the number of consecutive days indicated in the Declarations or elsewhere in this Coverage Part.

### **k. "Fungus", Wet Rot And Dry Rot Coverage Extension**

#### **(1) Property Damage**

- (a) We will pay for direct damage to "Covered Property" located at the "Covered Premises" caused by "Fungus", wet rot or dry rot, but only when the "Fungus", wet rot or dry rot is caused by or results from a "Breakdown" to "Covered Equipment" that occurs during the policy period, including the cost:
  - (i) To treat, contain or remove the "Fungus", wet rot or dry rot;
  - (ii) To dispose of the "Fungus",

wet rot or dry rot;

- (iii) To tear out and replace any "Covered Property" located at the "Covered Premises" as needed to gain access to the "Fungus", wet rot or dry rot; and
- (iv) Of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "Fungus", wet rot or dry rot is present.
- (b) The most we will pay for coverage provided under Paragraph **k.(1)(a)** above is \$15,000 per "Covered Premises" per 12-month period starting with the effective date of this Coverage Part, or the amount shown in the Declarations or elsewhere in this Coverage Part as the Limit of Insurance for "Fungus", Wet Rot And Dry Rot Coverage Extension, whichever is greater. With respect to any "One Break-down" that results in "Fungus", wet rot or dry rot, we will not pay more than such limit even if the "Fungus", wet rot or dry rot continues to be present or active or recurs in a later policy period.
- (c) The limit in Paragraph **k.(1)(b)** above is part of, and is not in addition to, the Property Damage Limit of Insurance.

However, if "Fungus", wet rot or dry rot results from water released as a result of a "Break-down" to "Covered Equipment", the limit in Paragraph **k.(1)(b)** above is part of, and is not in addition to, the Water Damage Limitation Limit of Insurance.

## **(2) Business Income Or Extra Expense**

- (a) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the additional

loss caused by the presence of "Fungus", wet rot or dry rot as identified in Paragraph **k.(1)(a)** above.

- (b) Coverage identified in Paragraph **k.(2)(a)** above is limited to 30 days, or the number of days shown in the Declarations or elsewhere in this Coverage Part for the "Fungus", Wet Rot And Dry Rot Coverage Extension, whichever is greater. The number of indicated days need not be consecutive. This limit is part of, and is not in addition to, the applicable Limits of Insurance for the Business Income Coverage Extension or Extra Expense Coverage Extension.

The deductible for coverage under this Coverage Extension is INCLUDED with in the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

## **I. Green Enhancements Coverage Extension**

### **(1) Green Alternative Additional Costs**

- (a) We will pay for the reasonable additional cost you incur to:
  - (i) Repair or replace the damaged or destroyed portions of the "Covered Property" located at the "Covered Premises" (except as may be provided under Section **E. Conditions. 1. Loss Conditions. I. Valuation. (2) New Generation**) using products or materials that:
    - i. Are "Green" alternatives to the products or materials of the damaged or destroyed "Covered Property" located at the "Covered Premises", in accordance with the documented standards of a "Green Authority"; and

- ii. Are otherwise of comparable quality and function to the damaged or destroyed "Covered Property" located at the "Covered Premises"; and
  - (ii) Employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the damaged or destroyed "Covered Property" located at the "Covered Premises", in accordance with the documented standards of a "Green Authority".
- (b) Green Reengineering, Recertification And Related Expenses**
- (i) If, as a direct result of the "Breakdown" to "Covered Equipment", the pre-loss level of "Green" certification by a "Green Authority" on the "Covered Property" located at the "Covered Premises" is lost, we will pay for the following reasonable additional expense you incur to re-attain the pre-loss level of "Green" certification from that "Green Authority":
    - i. The reasonable additional expenses you incur to hire a qualified engineer or other professional required by the "Green Authority" to be involved in:
      - a. Designing, overseeing or documenting the repair or replacement of the damaged or destroyed "Covered Property" located at the "Covered Premises"; or
      - b. Testing and recalibrating the systems and mechanicals of the damaged or destroyed "Covered Property" located at the "Covered Premises" to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer; and
    - ii. The reasonable registration and recertification fees charged by the "Green Authority".
  - (ii) After repair or reconstruction is completed, we will pay your reasonable expenses to flush out the renovated space or to conduct air quality testing of the renovated space in accordance with the recommended procedures of a "Green Authority" and for the purpose of mitigating indoor air-quality deficiencies resulting from the repair or reconstruction.
  - (iii) This coverage applies to the additional expenses described in Paragraphs **I.(1)(b)(i)** and **(ii)** above that you incur to achieve the pre-loss level of "Green" certification in accordance with the standards of the "Green Authority" that exist at the time of repair or replacement, even if the standards have changed since the original certification was achieved.
- (c) Coverage provided under Paragraphs **I.(1)(a)** and **I.(1)(b)** above applies only if replacement cost valuation applies to the damaged or destroyed "Covered Property" located at the "Covered Premises", and then only if the "Covered Property" is actually repaired or replaced as**

soon as reasonably possible after the "Breakdown" to "Covered Equipment".

- (d) The most we will pay for coverage provided under Paragraphs **I.(1)(a)** and **I.(1) (b)** above for any "One Breakdown" is the least of:

- (i) The Property Damage Percentage Factor shown in the Declarations or elsewhere in this Coverage Part multiplied by the amount we would otherwise pay for loss covered under Section **A. Coverage, 1. Property Damage**, prior to the application of any applicable deductible; or
- (ii) The Property Damage Additional Costs Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

**(2) Green Alternative Business Income And Extra Expense**

- (a) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the actual and necessary loss or expense incurred during the reasonable and necessary increase in the "Period of Restoration" incurred to:

- (i) Repair or replace the damaged or destroyed portions of the "Covered Property" located at the "Covered Premises" using products or materials that:
  - i. Are "Green" alternatives to the products or materials of the damaged or destroyed "Covered Property", in accordance with the documented standards of a "Green Authority"; and

- ii. Are otherwise of comparable quality and function to the damaged or destroyed "Covered Property"; and

- (ii) Employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the damaged or destroyed "Covered Property" located at the "Covered Premises", in accordance with the documented standards of a "Green Authority".

- (b) The coverage provided under Paragraph **I.(2)(a)** above does not increase the applicable Business Income or Extra Expense Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

The deductible for coverage provided under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

**m. Ingress Or Egress Coverage Extension**

- (1) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss you incur due to physical prevention of ingress to or egress from a "Covered Premises" provided such prevention is a direct result of a "Breakdown" to "Covered Equipment" as otherwise covered under this Policy. The prevention of ingress to or egress from a "Covered Premises" must be caused by a "Breakdown" to "Covered Equipment" at a location other than a "Covered Premises".
- (2) Coverage provided under Paragraph **m.(1)** above will commence 24 hours after the inception of the prevention of ingress or egress and will continue for the period of time

## EQUIPMENT BREAKDOWN

shown for the Ingress Or Egress Coverage Extension in the Declarations or elsewhere in this Coverage Part.

- (3) Coverage provided under this Coverage Extension does not apply if the ingress to or egress from your "Covered Premises" is prohibited by civil authority.

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

### **n. Newly Acquired Locations Coverage Extension**

We will provide coverage at newly acquired locations you have purchased or leased. This coverage begins at the time you acquire the property and is subject to the following conditions:

- (1) You must promptly inform us in writing of each newly acquired location;
- (2) You agree to pay an additional premium as determined by us for each newly acquired location from the date you acquire each such location;
- (3) The coverage for these locations will be subject to the same terms, conditions, exclusions and limitations as other "Covered Premises" until such locations are more specifically insured under the Coverage Part;
- (4) The coverage under this Coverage Extension will end when any of the following first occurs:
  - (a) This Policy expires;
  - (b) The number of days shown in the Declarations or elsewhere in this Coverage Part for Newly Acquired Locations is exceeded; or
  - (c) The location is reported to us and we have communicated to you in writing our intent to continue coverage (including coverage with different limits, deductibles, terms or conditions) or decline further coverage for such reported location.

- (5) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired locations will be the broadest coverage, highest limits and highest deductibles applicable to the existing "Covered Premises". However, the most we will pay for all loss or damage as provided under this Coverage Extension is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Newly Acquired Locations Coverage Extension.

### **o. Off-Premises Transportable Equipment Coverage Extension**

- (1) If you have transportable "Covered Equipment" that, at the time of the "Breakdown", is within the Coverage Territory but is at a temporary location that is not a "Covered Premises" or any other location owned, leased or operated by you, we will pay for direct damage to "Covered Property" caused by a "Breakdown" to such "Covered Equipment".
- (2) With respect to coverage provided under this Coverage Extension, Section **F. Definitions, 7. "Covered Equipment"**, Paragraph **b.(11)** does not apply to transportable "Covered Equipment" mounted on or used with a vehicle, self-propelled equipment or floating vessel, provided the transportable "Covered Equipment" is not used in the operation or propulsion of the vehicle, self-propelled equipment or floating vessel.
- (3) The Limit of Insurance for coverage provided under this Coverage Extension is part of, and is not in addition to, the Property Damage Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part. The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

**p. Ordinance Or Law (Including Demolition And Increased Cost Of Construction) Coverage Extension**

- (1) With respect to a building or structure that is "Covered Property" located at a "Covered Premises" and that was damaged as a result of a "Breakdown" to "Covered Equipment", the following coverages apply:

**(a) Undamaged Property**

We will pay for the loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of undamaged parts of the same building or structure.

**(b) Demolition**

We will pay your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of such undamaged property.

**(c) Increased Cost Of Construction**

We will pay the increased cost actually and necessarily expended to:

- (i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and
- (ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, regardless of whether demolition is required on:
  - i. The same "Covered Premises" or at another location, if you so elect. However, if you rebuild at another location, the most we will pay is the

increased cost of construction that we would have paid to rebuild at the same "Covered Premises"; or

- ii. Another location if the relocation is required by the ordinance, law, rule, regulation or ruling. The most we will pay is the increased cost of construction at the new location.

- (d) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss incurred as a direct consequence of coverage provided in Paragraph **p.(1)(a), (b) or (c)** above. With regard to loss covered under this paragraph, the "Period of Restoration" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction and to meet the minimum requirement for the enforcement of any ordinance, law, rule, regulation or ruling in effect at the time of the "Breakdown".

- (2) The coverages described in Paragraph **p.(1)** above apply only if the increases in loss are necessitated by the enforcement of any ordinance, law, rule, regulation or ruling that is in force at the time of the "Breakdown" to "Covered Equipment" and that regulates the demolition, construction, repair or use of the building or structure.

- (3) We will not pay for:

- (a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
- (b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;

## EQUIPMENT BREAKDOWN

- (c) Loss due to any ordinance, law, rule, regulation or ruling that:
    - (i) You were required to comply with before the loss, even if the building was undamaged; and
    - (ii) You failed to comply with;
  - (d) Increase in loss excess of the amount required to meet the minimum requirement of an ordinance, law, rule, regulation or ruling enforcement at the time of the "Breakdown" to "Covered Equipment";
  - (e) Increase in loss resulting from a "Hazardous Substance";
  - (f) Loss or expense sustained due to the enforcement of any ordinance, law, rule, regulation or ruling that requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "Fungus", wet rot or dry rot; or
  - (g) Costs associated with the enforcement of any ordinance, law, rule, regulation or ruling that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Fungus", wet rot or dry rot.
- (4) If:
- (a) The building or structure is damaged by a "Breakdown" to "Covered Equipment" that is covered by this Coverage Part;
  - (b) There is other physical damage that is not covered by this Coverage Part; and
  - (c) As a result of the building damage in its entirety, you are required to comply with the ordinance, law, rule, regulation or ruling;

then we will not pay the full amount of the loss under this Coverage Extension. Instead, we will pay only

that proportion of such loss that the damage by the "Breakdown" to "Covered Equipment" bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Coverage Part and such damage is the subject of the ordinance, law, rule, regulation or ruling, then there is no Ordinance or Law coverage under this Coverage Part even if the building has also sustained damage by a "Breakdown" to "Covered Equipment".

- (5) The most we will pay under this Coverage Extension for the sum of all covered loss, including loss covered under any applicable Business Income Coverage Extension or Extra Expense Coverage Extension, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Ordinance Or Law (Including Demolition And Increased Cost Of Construction).

The deductible for coverage provided under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

### q. Sump Overflow Coverage Extension

- (1) We will pay for direct damage to "Covered Property" located at the "Covered Premises" caused by or resulting from the overflow of water or waterborne material from a sump located at a "Covered Premises" if such overflow is the result of a "Breakdown" to "Covered Equipment" that is a sump pump or any other "Covered Equipment" at the "Covered Premises" necessary to operate that sump pump.
- (2) We will also pay for any loss covered under any other Coverage Extension as otherwise provided under this Policy that directly results from a loss covered under Paragraph q.(1) above.

- (3) The most we will pay under this Coverage Extension for "One Breakdown" is \$5,000.
- (4) We will not pay for any loss or damage under this Coverage Extension if such loss or damage is covered under another policy of insurance or self-insurance risk retention plan in force at the time of the "Breakdown" to "Covered Equipment", regardless of any applicable deductible, or whether you can collect on it or not.

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

## B. Exclusions

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.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. Earth Movement

Earth movement including: earthquake; landslide; land subsidence; mine subsidence; sinkhole collapse; volcanic action; or other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.

### 2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

### 3. War or Military Action

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

## 4. Water

- a. Flood, surface water, waves, tides, tidal waves, tsunamis, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudflow or mudslides;
- c. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment, except as provided in the Sump Overflow Coverage Extension in Section A.2.q. ; or
- d. Water under the ground surface pressing on, or flowing or seeping through:
  - (1) Foundations, walls, floors or paved surfaces;
  - (2) Basements, whether paved or not; or
  - (3) Doors, windows or other openings:
 

all whether naturally occurring or due to man-made or other artificial causes.

However, if your electrical "Covered Equipment" located at the "Covered Premises" requires drying out as a result of a loss event described in Paragraphs 4. a., b. or c. above, we will pay the expenses you incur to dry out such "Covered Equipment". We will not pay the cost to repair (other than the expense to dry out) or replace such "Covered Equipment" or any other resulting loss, damage or expense.

The most we will pay for such drying out expenses is the applicable Drying Out Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part, or the actual cash value of your affected electrical "Covered Equipment", whichever is less. The Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part applies to these expenses.

- 5. **Capsizing, collapse, collision, impact, overturning, sinking or upset** of transportable "Covered Equipment" or the vehicle, vessel, platform or any other structure on which the "Covered Equipment" is mounted or transported.
- 6. **Discharge or leakage** of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of a "Breakdown" to

"Covered Equipment". The most we will pay for such water damage is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Water Damage Limitation.

7. **Delay, interruption of business, loss of use or loss of market** except as provided in the Business Income Coverage Extension, Extra Expense Coverage Extension or Utility Interruption-Time Element Coverage Extension in Section **A.2**.

8. **Depletion, deterioration, corrosion, erosion, decay, wear and tear or rust.** However, if a "Breakdown" to "Covered Equipment" ensues, we will pay the ensuing loss or damage not otherwise excluded.

9. **An explosion.**

However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of a kind specified below, and which is not otherwise excluded elsewhere in this Coverage Part:

- a. Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or
- b. Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.

10. **Explosion** within the furnace of a chemical recovery type boiler or within the gas passages from the furnace to the atmosphere.

11. **Fire or combustion explosion** including those that:

- a. Result in a "Breakdown" to "Covered Equipment";
- b. Occur at the same time as a "Breakdown" to "Covered Equipment"; or
- c. Ensur from a "Breakdown" to "Covered Equipment".

12. **"Fungus", Wet Rot and Dry Rot**

Presence, growth, proliferation, spread or activity of "Fungus", wet rot or dry rot, except as provided in the "Fungus", Wet Rot And Dry Rot Coverage Extension in Section **A.2.k.** However, if a "Breakdown" to "Covered Equipment" ensues, we will pay the ensuing loss or damage not otherwise excluded.

13. **"Hacking Event".** However, if a "Breakdown" to "Covered Equipment" ensues, we will pay the ensuing loss or damage not otherwise excluded.

14. Any indirect loss, including damage due to spoilage, following a "Breakdown" to "Covered Equipment" that results from the **lack or excess of power, light, heat, steam or refrigeration**, except as provided in the Business Income Coverage Extension, Extra Expense Coverage Extension, Utility Interruption-Time Element Coverage Extension or Spoilage Damage Coverage Extension in Section **A.2**.

15. **Neglect** by you to use all reasonable means to save and preserve "Covered Property" from further damage at and after the time of loss.

16. **Ordinance or Law**

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of "Covered Property", except as provided in the Ordinance Or Law (Including Demolition And Increased Cost Of Construction) Coverage Extension in Section **A.2.p.** or in the Hazardous Substance Limitation in Section **C.4.a.**

However, the words 'use' and 'operation' do not apply as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on any "Covered Premises" when continued operation is contingent on the presence of such electrical supply and emergency generating equipment as mandated by any government agency.

17. **Hail or Windstorm.** However, if:

- a. The hail or windstorm occurs away from the "Covered Premises" and causes an electrical surge or other electrical disturbance;
- b. Such surge or disturbance is transmitted through utility service transmission lines to the "Covered Premises";
- c. The surge or disturbance results in a "Breakdown" to "Covered Equipment" at the "Covered Premises"; and

- d. The loss or damage caused by the surge or disturbance is not covered under another policy of insurance or self-insurance risk retention plan in force at the time of the "Breakdown" to "Covered Equipment", regardless of any applicable deductible, or whether you can collect on it or not;

this exclusion will not apply to the loss or damage caused by such electrical surge or disturbance.

## 18. Specified Perils

A "Breakdown" to "Covered Equipment" that is the direct or indirect result of the following causes of loss, if such cause of loss is covered by another policy of insurance or self-insurance risk retention plan in force at the time of the "Breakdown" to "Covered Equipment", regardless of any applicable deductible, or whether you can collect on it or not.

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;
- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;
- k. Vehicles, including any material carried in or on the vehicles; or
- l. Weight of snow, ice, sleet.

- 19. Any "Breakdown" to "Covered Equipment" that takes place while the "Covered Equipment" is undergoing a test which subjects the "Covered Equipment" to greater than maximum allowable operating conditions as identified by the manufacturer of the "Covered Equipment".

## 20. Virus or Bacteria

Any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness or disease, except as provided in the Spoilage Damage Coverage Extension in Section **A.2.c**. However, if

a "Breakdown" to "Covered Equipment" ensues, we will pay for the ensuing loss or damage not otherwise excluded.

This exclusion does not apply to loss or damage caused by or resulting from "Fungus", Wet Rot and Dry Rot. Such loss or damage is addressed in the "**Fungus**", **Wet Rot and Dry Rot** Exclusion.

- 21. **Water or other means used to extinguish a fire**, even when the attempt is unsuccessful.

- 22. **With respect to the Business Income Coverage Extension, Extra Expense Coverage Extension, and Utility Interruption – Time Element Coverage Extension** in Section **A.2.**, the following additional exclusions apply:

- a. The business that would not or could not have been carried on if the "Breakdown" to "Covered Equipment" had not occurred;
- b. Your failure to use due diligence and dispatch to operate your business as nearly normal as practicable at the "Covered Premises"; or
- c. The suspension, lapse or cancellation of any contract or agreement following a "Breakdown" to "Covered Equipment" extending beyond the time business could have resumed if the contract or agreement had not lapsed, been suspended or canceled.

- 23. **With respect to Utility Interruption-Spoilage Coverage Extension and the Utility Interruption-Time Element Coverage Extension** in Section **A.2.**, the following additional exclusions apply:

**Specified Perils**, any loss resulting from the following causes of loss:

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;
- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;

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- k. Vehicles, including any material carried in or on the vehicles;
- l. Weight of snow, ice, sleet;
- m. Acts of Sabotage; or
- n. Deliberate acts of load shedding by the supplying or distributing utility, landlord or other supplier.

**24. Any other indirect result** of a "Breakdown" to "Covered Equipment" except as provided under any Coverage Extension.

### C. Limits of Insurance

1. The most we will pay for loss or damage under any and all Coverage, Coverage Extensions and Limitations from any "One Breakdown" is the applicable Total Limit per Breakdown Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.
2. For each Coverage and Coverage Extension in Section A., if:
  - a. INCLUDED is shown in the Declarations or elsewhere in this Coverage Part under Limit of Insurance, then the limit for such coverage is part of, and is not in addition to, the other Limit of Insurance identified.
  - b. A Limit of Insurance is shown in the Declarations or elsewhere in this Coverage Part, we will not pay more than the applicable Limit of Insurance.
3. Any payment made will not be increased if more than one Insured is shown in this Coverage Part.
4. **Limitations**

#### a. Hazardous Substance Limitation

- (1) If "Covered Property" located at the "Covered Premises" is damaged, contaminated or polluted by a "Hazardous Substance" as a direct result of a "Breakdown" to "Covered Equipment", we will pay for direct damage to that "Covered Property" caused by the "Hazardous Substance", including any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property.
- (2) As used here, additional expenses means the additional cost incurred

over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

- (3) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover any loss caused by a "Hazardous Substance" as identified in Paragraph a.(1) above.
- (4) The most we will pay for all loss or damage described under this Coverage Limitation is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Hazardous Substance Limitation. This limit is part of, and is not in addition to, the Total Limit per Breakdown Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.

The deductible for coverage under this Limitation is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

#### b. Refrigerant Contamination Limitation

If "Covered Property" located at the "Covered Premises" is contaminated by a refrigerant, including ammonia, as a direct result of a "Breakdown" to "Covered Equipment", the most we will pay for direct damage to that "Covered Property" caused by such refrigerant contamination, including salvage expense and any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Refrigerant Contamination Limitation. This limit is part of, and is not in addition to, the Limit of Insurance for Property Damage.

The deductible for coverage under this Limitation is shown in the Declarations or elsewhere in this Coverage Part. If no deductible is shown in the Declarations or elsewhere in this Coverage Part for

coverage under this Limitation, the deductible is INCLUDED within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

**c. Water Damage Limitation**

If "Covered Property" located at the "Covered Premises" is damaged by water as a direct result of a "Breakdown" to "Covered Equipment", the most we will pay for direct damage to that "Covered Property" caused by such water, including salvage expense, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Water Damage Limitation. This limit is part of, and is not in addition to, the Limit of Insurance for Property Damage.

This Limitation does not apply to any loss or damage covered under the Sump Overflow Coverage Extension in Section A.2.q.

The deductible for coverage under this Limitation is INCLUDED within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

**D. Deductibles**

**1. Application of Deductibles**

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Declarations or elsewhere in this Coverage Part for each applicable coverage. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

Deductibles apply separately for each applicable coverage except if:

- a. A Combined Deductible is shown in the Declarations or elsewhere in this Coverage Part, then we will first subtract the combined deductible amount from the aggregate amount of all loss;
- b. More than one "Covered Equipment" is involved in "One Breakdown", then only one deductible, the highest, will apply for each of the applicable coverages; or

- c. INCLUDED is shown in the Declarations or elsewhere in this Coverage Part, then the deductible for that Coverage, Coverage Extension or Coverage Limitation is part of the other deductible identified, and we will subtract the deductible from the aggregate amount of loss under any Coverage, Coverage Extension and Coverage Limitation subject to such deductible.

**2. Determination of Deductibles**

**a. Dollar Deductible**

If a dollar deductible is shown in the Declarations or elsewhere in this Coverage Part, we will first subtract the dollar amount from any loss we would otherwise pay.

**b. Multiple per Unit Deductible**

If a multiple of units is shown in the Declarations or elsewhere in this Coverage Part, the deductible will be calculated as the product of the multiplier times the number of units specified. (For example: if the deductible is specified as \$25/hp for air conditioning units, and a covered 500 hp air conditioning unit suffered a "Breakdown" to "Covered Equipment", the deductible would be \$25 times 500 hp which equals \$12,500.)

**c. Time Deductible**

If a time deductible is shown in the Declarations or elsewhere in this Coverage Part, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following a "Breakdown" to "Covered Equipment". If a time deductible is shown in days, each day will mean 24 consecutive hours.

**d. Multiple of Average Daily Value (ADV) Deductible**

If a multiple of average daily value is shown in the Declarations or elsewhere in this Coverage Part, this deductible will be calculated as follows:

- (1) For the entire "Covered Premises" where the loss occurred, determine the total amount of "Business Income" that would have been earned during the "Period of Restoration"

had no "Breakdown" to "Covered Equipment" taken place.

- (2) Divide the result in Paragraph **d.(1)** by the number of days the business would have been open during the "Period of Restoration". The result is the average daily value (ADV).
- (3) Multiply the ADV by the multiple of average daily value shown in the Declarations or elsewhere in this Coverage Part.

**e. Percentage of Loss Deductible**

If a deductible is expressed as a percentage of loss in the Declarations or elsewhere in this Coverage Part, we will not be liable for the indicated percentage of the gross amount of loss or damage (prior to the applicable deductible or coinsurance) payable under the applicable coverage.

**f. Minimum or Maximum Deductible**

(1) If:

- (a) A minimum dollar amount deductible is shown in the Declarations or elsewhere in this Coverage Part; and
- (b) The dollar amount of the Multiple per Unit, Multiple of Average Daily Value or Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the Declarations or elsewhere in this Coverage Part will be the applicable deductible.

(2) If:

- (a) A maximum dollar amount deductible is shown in the Declarations or elsewhere in this Coverage Part; and
- (b) The dollar amount of the Multiple per Unit, Multiple of Average Daily Value or Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the Declarations or elsewhere in this Coverage Part will be the applicable deductible.

**E. Conditions**

The following conditions apply in addition to the Common Policy Conditions:

**1. Loss Conditions**

**a. Abandonment**

There can be no abandonment of any property to us.

**b. Appraisal**

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

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

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

**c. Defense**

If there is damage to property of another in your care, custody or control for which you are legally liable, we have the right, but are not obligated, to defend you against any suit alleging liability for that property. When we do this, it will be at our expense.

**d. Duties in the Event of Loss or Damage**

- (1) You must see that the following are done in the event of loss or damage to "Covered Property":

- (a) Give us a prompt notice of the loss or damage. Include a description of the property involved;
- (b) As soon as possible, give us a description of how, when and where the loss or damage occurred;
- (c) Allow us reasonable time and

opportunity to examine the property and "Covered Premises" before repairs are undertaken or physical evidence of the "Breakdown" to "Covered Equipment" is removed. But you must take whatever measures are necessary to protect the property and "Covered Premises" from further damage;

- (d) Preserve all repaired or replaced "Covered Property" for our inspection, unless we authorize otherwise;
  - (e) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records;
  - (f) Permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records;
  - (g) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms;
  - (h) Cooperate with us in the investigation or settlement of the claim;
  - (i) Promptly send us any legal papers or notices received concerning the loss or damage; and
  - (j) Make no statement that will assume any obligation or admit any liability, for any loss or damage for which we may be liable, without our consent.
- (2) We may examine any Insured under oath, while not in the presence of any other Insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an Insured's books and records. In the event of an examination, an Insured's answers must be signed.

#### **e. Insurance Under Two or More Coverages**

If two or more of this Coverage Part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### **f. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

- (1) There has been full compliance with all the terms of this Coverage Part; and
- (2) The action is brought within 2 years after the date of the "Breakdown" to "Covered Equipment"; or
- (3) We agree in writing that you have an obligation to pay for damage to "Covered Property" of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this Coverage Part to bring us into any action to determine your liability.

#### **g. Other Insurance**

- (1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the limit(s) of insurance of all insurance covering on the same basis.
- (2) If there is other insurance covering the same loss or damage, other than that described in Paragraph **g.(1)** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance under this Coverage Part.

#### **h. Privilege to Adjust with Owner**

In the event of loss or damage involving property of others in your care, custody

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or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

### i. Reducing Your Loss

As soon as possible after a "Breakdown" to "Covered Equipment" you must:

- (1) Resume business, partially or completely;
- (2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and
- (3) Make use of every reasonable means to reduce or avert loss including:
  - (a) Working extra time or overtime at the "Covered Premises" or at another location you own or acquire to carry on the same operations;
  - (b) Utilizing the property or services of other concerns;
  - (c) Using merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; and
  - (d) Salvaging the damaged "Covered Property".

### j. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after the loss to impair them.

However, you may waive your rights against another party in writing:

- (1) Prior to a loss to your "Covered Property" or covered income; or

- (2) After a loss to your "Covered Property" or covered income only if, at the time of loss, that party is one of the following:

- (a) Someone insured by this Coverage Part;
- (b) A business firm:
  - (i) Owned or controlled by you; or
  - (ii) That owns or controls you; or
- (c) Your tenant.

This will not restrict your insurance.

### k. Loss Payment

- (1) In the event of loss or damage covered by this Coverage Part, at our option, we will either:
  - (a) Pay the value of lost or damaged property;
  - (b) Pay the cost of repairing or replacing the lost or damaged property;
  - (c) Take all or any part of the property at an agreed or appraised value; or
  - (d) Repair, rebuild or replace the property with other property of like kind and quality.
- (2) We will give notice of our intentions within 30 days after we receive the proof of loss.
- (3) We will not pay more than your financial interest in the "Covered Property".
- (4) We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:
  - (a) You have complied with all of the terms of the Coverage Part; and
  - (b) We have reached agreement with you on the amount of loss or an appraisal award has been made and we have not denied the claim.

### l. Valuation

We will determine the value of "Covered

Property" in the event of loss or damage as follows:

- (1) At replacement cost as of the time of loss or damage, except as provided in Paragraphs **I.(2), (4), (5), (6), (7), (9)** and **(10)** below. However, we will not pay more for loss or damage on a replacement cost basis than the least of the following:

- (a) The Limit of Insurance applicable to the damaged "Covered Property";
- (b) The cost to repair the damaged "Covered Property";
- (c) The cost to replace the damaged "Covered Property" with other property of comparable material and quality intended to be used for the same purpose; or
- (d) The amount actually spent that is necessary to repair or replace the damaged "Covered Property".

But we will not pay for damaged "Covered Property" that is obsolete or useless to you.

- (2) If "Covered Equipment" is valued at replacement cost, cannot be repaired and requires replacement you may choose to apply the following provision.

**New Generation Coverage** – You may replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity which improves the environment, increases efficiency or enhances safety. We will pay up to an additional 50% of the "Covered Property" damage amount for the "Covered Equipment". This additional amount is included in, and is not in addition to, the applicable Property Damage Limit of Insurance.

- (3) Except for New Generation Coverage, you must pay the extra cost of replacing damaged "Covered Property" with property of a better kind or quality or of a larger capacity.
- (4) If:

- (a) Any damaged "Covered Property", that is intended for your use, is protected by an **extended warranty, or maintenance or service contract**; and
- (b) That warranty or contract becomes void or unusable due to a "Breakdown" to "Covered Equipment";

we will reimburse you for the pro-rated amount of the unused costs of non-refundable, non-transferable warranties or contracts.

- (5) Unless we agree otherwise in writing, if you do not repair or replace the damaged "Covered Property" within 24 months following the date of the "Breakdown" to "Covered Equipment", then we will pay only the smaller of the:

- (a) Cost it would have taken to repair the "Covered Property";
- (b) Cost it would have taken to replace the "Covered Property"; or
- (c) Actual cash value at the time of the "Breakdown" to "Covered Equipment".

- (6) If all of the following conditions are met, "Covered Property" (including finished goods) held by you for sale except as identified in **I.(7)** below, will be valued at the selling price as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had:

- (a) The selling price of the "Covered Property" is more than the replacement cost of the "Covered Property"; and
- (b) You are unable to replace the "Covered Property" before its anticipated sale.

- (7) We will determine the value of "Covered Property" that is being processed as follows:

- (a) For raw materials, the replacement cost; and
- (b) For goods in process, the replacement cost of the raw materials,

## EQUIPMENT BREAKDOWN

the labor extended and the proper proportion of overhead charges.

- (8) Any **salvage value** of property obtained for temporary repairs or use following a "Breakdown" to "Covered Equipment" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

### (9) Pairs, Sets or Parts

- (a) **Pairs or Sets.** In case of loss caused by a "Breakdown" to "Covered Equipment" to any part of a pair or set we may:

- (i) Repair or replace any part to restore the pair or set to its value before the "Breakdown" to "Covered Equipment"; or
- (ii) Pay the difference between the value of the pair or set before and after the "Break down" to "Covered Equipment".

- (b) **Parts.** In case of loss caused by a "Breakdown" to "Covered Equipment" to any part of "Covered Property" consisting of several parts when complete, we will only pay for the value, as determined elsewhere in this Condition, of the lost or damaged part.

### (10) Brands and Labels

- (a) If branded or labeled merchandise that is "Covered Property" is damaged by a "Breakdown" to "Covered Equipment", we may take all or any part of the property at an agreed or appraised value. If we take such property, you may:

- (i) Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- (ii) Remove the brands or labels if doing so will not physically

damage the merchandise. You must re-label the merchandise or its containers to comply with any law.

- (b) We will pay the reasonable cost you incur to perform the activities described in Paragraphs **(10)(a)(i)** and **(10)(a)(ii)** above.

However, if costs identified in Paragraphs **(10)(a)(i)** and **(10)(a)(ii)** above are incurred as a result of damage as covered under the "Fungus", Wet Rot and Dry Rot Coverage Extension, Hazardous Substance Limitation, Refrigerant Contamination Limitation or Water Damage Limitation, such costs will be a part of, and not in addition to, the respective limits shown in the Declarations or elsewhere in this Coverage Part for the "Fungus", Wet Rot and Dry Rot Coverage Extension, Hazardous Substance Limitation, Refrigerant Contamination Limitation and Water Damage Limitation.

- (11) Except as provided under Green Enhancements Coverage Extension, the cost to repair, rebuild or replace "Covered Property" does not include any increased cost incurred to re-attain a pre-loss level of "Green" certification from a "Green Authority".

- m. The following conditions apply to the Business Income Coverage Extension only.

### (1) Business Income Report of Values

You must report to us each year the "Business Income Estimated Annual Value" for each "Covered Premises" to which the Business Income Coverage Extension applies.

### (2) Business Income Coinsurance

Unless Business Income Coinsurance is shown as Suspended in the Declarations or elsewhere in this Coverage Part, the Business Income loss is subject to a Coinsurance Percentage.

- (a) If "Business Income Estimated Annual Values" have been reported for each "Covered Premises"

affected by the "Breakdown" to "Covered Equipment":

- (i) For all "Covered Premises" affected by the "Breakdown" to "Covered Equipment" divide the "Business Income Estimated Annual Values" last reported to us by the "Business Income Actual Annual Values" at the time of the "Breakdown" to "Covered Equipment".
- (ii) If the percentage as calculated in Paragraph **m.(2)(a)(i)** above is less than the Coinsurance Percentage shown for Business Income in the Declarations or elsewhere in this Coverage Part, we will not pay the full amount of any Business Income loss. Instead we will determine the most we will pay using the following steps:
  - i. Multiply the amount of Business Income Loss by the Coinsurance Percentage determined in Paragraph **m.(2)(a)(i)** above;
  - ii. Subtract the applicable deductible from the amount determined in Paragraph **m.(2)(a)(ii)i.** above;

We will pay the amount determined in Paragraph **m.(2)(a)(ii)ii.**, or the Limit of Insurance for Business Income shown in the Declarations or elsewhere in this Coverage Part, whichever is less.
- (b) If "Business Income Estimated Annual Values" have not been reported for each "Covered Premises" affected by the "Breakdown":
  - (i) Divide the Limit of Insurance shown in the Declarations or elsewhere in this Coverage

Part for the Business Income Coverage Extension by the "Business Income Actual Annual Values" at the time of the "Breakdown" to "Covered Equipment".

- (ii) If the percentage as calculated in Paragraph **m.(2)(b)(i)** above is less than the Coinsurance Percentage shown for Business Income in the Declarations or elsewhere in this Coverage Part, we will not pay the full amount of any Business Income loss.

Instead we will determine the most we will pay using the following steps:

- i. Multiply the amount of Business Income Loss by the Coinsurance Percentage determined in Paragraph **m.(2)(b)(i)** above;
- ii. Subtract the applicable deductible from the amount determined in Paragraph **m.(2)(b)(ii)i.** above;

We will pay the amount determined in Paragraph **m.(2)(b)(ii)ii.** above or the Limit of Insurance for Business Income shown in the Declarations or elsewhere in this Coverage Part, whichever is less.

## 2. General Conditions

### a. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of any obligation under this Coverage Part.

### b. Cancellation

As respects this Coverage Part, part 2. and part 5. of the **CANCELLATION** Condition of the Common Policy Conditions are replaced by the following:

- 2. We may cancel this Coverage Part by mailing or delivering to the first

## EQUIPMENT BREAKDOWN

Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) The number of days shown in the Declarations or elsewhere in this Coverage Part for Notice of Cancellation before the effective date of cancellation if we cancel for any other reason.

5. If this Coverage Part is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

### **c. Concealment, Misrepresentation or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other Insured, at any time, concerning:

- (1) This Coverage Part;
- (2) The "Covered Property";
- (3) Your interest in the "Covered Property"; or
- (4) A claim under this Coverage Part.

### **d. Currency**

All amounts used herein are expressed in the currency of the United States of America and any loss sustained under this Coverage Part will be paid in the currency of the United States of America.

If, in the event of loss or damage, the amount of such loss or damage is computed in a foreign currency, the amount of such loss or damage will then be converted into the currency of the United States of America at the rate of exchange as specified in the Wall Street Journal as of the date the "Breakdown" to "Covered Equipment" occurred.

### **e. Jurisdictional Inspections**

At your option, we will provide certificate-of-operation inspection services for boilers and other pressure vessels

where:

- (1) You have notified us of equipment that is insured under this Coverage Part and that requires a certificate-of-operation;
- (2) The certificate-of-operation is required by state, city or provincial law; and
- (3) The state, city or provincial law permits inspections by insurance company employees.

Certificate-of-operation inspection services will be provided only in the United States of America, Puerto Rico and Canada as allowed by state, city or provincial law.

### **f. Liberalization**

If we adopt any standard form revision for general use that would broaden coverage under this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the policy period.

### **g. No Benefit to Bailee**

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

### **h. Policy Period, Coverage Territory**

Under this Coverage Part:

- (1) We cover loss or damage commencing;
  - (a) During the policy period shown in the Declarations or elsewhere in this Coverage Part; and
  - (b) Within the Coverage Territory.
- (2) The Coverage Territory is:
  - (a) The United States of America (including its territories and possessions);
  - (b) Puerto Rico; and
  - (c) Canada.

### **i. Reporting of Values**

You must report to us 100% of the total insurable values at each "Covered Premises" as of the inception date of

this Coverage Part and every subsequent year as of the anniversary date. The values must be reported separately for each of the coverages provided.

You agree to keep the applicable records for each policy year available for inspection by our representatives at all times during business hours, during the respective policy year, and for a period of 12 months after the end of the respective policy year or after cancellation of this Coverage Part.

**j. Premium Adjustments**

For policies with policy periods greater than 12 months, the premium will be calculated at each anniversary for the subsequent policy year on the basis of rates in effect at the anniversary date and for all values at risk as of that anniversary date.

**k. Suspension**

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance under this Coverage Part against loss from a "Breakdown" to that "Covered Equipment". This can be done by delivering or mailing a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment".

If we suspend your insurance, you will receive a pro rata refund of premium for such suspension. But the suspension will be effective even if we have not yet made or offered a refund.

**3. Joint or Disputed Loss Agreement**

- a. This condition is intended to facilitate payment of insurance proceeds when:

- (1) Both a commercial property policy and this Coverage Part are in effect;
- (2) Damage occurs to "Covered Property" that is insured by the

commercial property policy and this Coverage Part; and

- (3) There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies or coverage parts.

- b. This condition does not apply if:

- (1) Both the commercial property insurer and we do not admit to any liability; and
- (2) Neither the commercial property insurer nor we contend that coverage applies under the other insurer's Coverage Part.

- c. The provisions of this condition apply only if all of the following requirements are met:

- (1) The commercial property policy carried by the Named Insured, insuring the "Covered Property", contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition; and
- (2) The damage to the "Covered Property" was caused by a loss for which:
  - (a) Both the commercial property insurer and we admit to some liability for payment under the respective policies; or
  - (b) There is disagreement between the insurers with respect to:
    - (i) Whether the damage to the "Covered Property" was caused by a "Breakdown" to "Covered Equipment" insured under this Coverage Part or by a covered cause of loss insured by the commercial property policy; or
    - (ii) The extent of participation of this Coverage Part and of such commercial property policy in a loss that is insured against, partially or wholly, by both this Coverage Part and such commercial property policy.

## EQUIPMENT BREAKDOWN

**d.** If the requirements listed in Paragraph **c.** above are satisfied, the commercial property insurer and we will make payment per the following:

- (1)** We will pay, after your written request, the entire amount of loss that we have agreed is covered, if any, by this Coverage Part and one-half (1/2) the amount of the loss that is in disagreement.
- (2)** The commercial property insurer will pay, after your written request, the entire amount of loss that it has agreed is covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.
- (3)** Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs **d.(1)** and **d.(2)**, do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
- (4)** The amount in disagreement to be paid by us under this condition will not exceed the amount payable under the equivalent Loss Agreement of the commercial property policy.
- (5)** The amount to be paid under this condition will not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.
- (6)** Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.

**e.** Arbitration

- (1)** The payments by the commercial property insurer and us hereunder and acceptance of those sums by you signify the agreement between the commercial property insurer and

us to proceed with arbitration within 90 days of such payment.

- (2)** The arbitrators will be three in number, one of whom will be appointed by us and one of whom will be appointed by the commercial property insurer and the third appointed by consent of the other two arbitrators.
- (3)** The decision by the arbitrators will be binding on the commercial property insurer and us and that judgment upon such award may be entered in any court of competent jurisdiction.
- (4)** You agree to cooperate in connection with such arbitration but not to intervene therein.

### 4. Statutes or Regulations

If any term or condition of this Coverage Part conflicts with any requirement of applicable statutory or regulatory law, such term or condition is amended to conform to that law.

### 5. Mortgageholders

- a.** The term – mortgageholder – includes trustee.
- b.** We will pay for direct damage to "Covered Property" due to a "Breakdown" to "Covered Equipment" to each mortgageholder shown in the Mortgagee Schedule forming a part of this Coverage Part in their order of precedence, as interests may appear.
- c.** The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the "Covered Property".
- d.** If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1)** Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (2)** Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

- (3) Has notified us of any change in ownership or material change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this Coverage Part, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we do not renew this Coverage Part, we will give written notice to the mortgageholder at least 10 days before the expiration date of this Coverage Part.

- h. If we suspend coverage, it will also be suspended as respects the mortgageholder. We will give written notice of the suspension to the mortgageholder.

## F. Definitions

The defined terms "Diagnostic Equipment", "Power Generating Equipment", and "Production Machines" do not appear in this Coverage Form, but may appear on the Declarations or in an endorsement added to this Coverage Part.

### 1. "Breakdown"

- a. "Breakdown" means the following direct

physical loss that causes physical damage to "Covered Equipment" and necessitates its repair or replacement:

(1) Electrical failure including arcing;

(2) Failure of pressure or vacuum equipment; or

(3) Mechanical failure including rupture or bursting caused by centrifugal force;

unless such loss or damage is otherwise excluded within this Coverage Part or any Endorsement forming a part of this Coverage Part.

- b. "Breakdown" does not mean or include:

(1) Cracking of any part of an internal combustion gas turbine exposed to the products of combustion;

(2) Defects, erasures, errors, limitations or viruses in "Computer Equipment", "Electronic Data", "Media" or programs, including the inability to recognize and process any date or time or provide instructions to "Covered Equipment". However, if a "Breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded;

(3) Functioning of any safety or protective device;

(4) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection; or

(5) Malfunction including adjustment, alignment, calibration, cleaning or modification.

### 2. "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 "Ordinary Payroll".

### 3. "Business Income Actual Annual Values" means the "Business Income" values for the 12 months prior to the "Breakdown" to "Covered Equipment".

### 4. "Business Income Estimated Annual Values" means the "Business Income" as estimated in the most recent Business Income

## EQUIPMENT BREAKDOWN

Report of Values we have on file.

**5. "Computer Equipment" means:**

- a. Your programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "Electronic Data" or "Media".

**6. "Computer Program" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.**

**7. "Covered Equipment"**

a. "Covered Equipment" means any:

- (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;  
For any boiler or fired vessel, the furnace of the "Covered Equipment" and the gas passages from there to the atmosphere will be considered as outside the "Covered Equipment";
- (2) Communication equipment and "Computer Equipment";
- (3) Fiber optic cable; or
- (4) Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.

b. "Covered Equipment" does not mean any:

- (1) Astronomical telescope, cyclotron used for other than medical purposes, nuclear reactor, particle accelerator used for other than medical purposes, satellites or spacecraft (including any "Covered Equipment" mounted on or used solely with any satellite or spacecraft);
- (2) Dragline, power shovel, excavation or construction equipment including any "Covered Equipment" mounted

on or used solely with any dragline, power shovel, excavation or construction equipment;

- (3) Equipment or any part of equipment manufactured by you for sale;
  - (4) Felt, wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, vacuum tube, gas tube, brush, or any other part or tool subject to periodic replacement;
  - (5) Insulating or refractory material;
  - (6) "Media";
  - (7) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
  - (8) Pressure vessels or piping that are buried below, under or encased in ground, ice, sand, cement or other material and require the excavation of materials to inspect, remove, repair or replace;
  - (9) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment";
  - (10) Penstock, draft tube or well casing; or
  - (11) Vehicle, aircraft, self-propelled equipment or floating vessel including any "Covered Equipment" mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel.
- However, any property that is stationary, permanently installed at a "Covered Premises" and that receives electrical power from an external power source will not be considered a vehicle, self-propelled equipment or floating vessel.

**8. "Covered Premises" means at or within 1,000 feet of the insured location shown in the Declarations or elsewhere in this Coverage Part.**

**9. "Covered Property"**

- a. "Covered Property" means any property that:

- (1) You own; or
- (2) Is in your care, custody or control and for which you are legally liable.

- b. "Covered Property" does not mean:

- (1) Live mammals, fish, birds, reptiles, amphibians, insects, or eggs intended to become live mammals, fish, birds, reptiles, amphibians or insects; or

- (2) "Electronic Data".

**10. "Dependent Property"** means property operated by others whom you depend on to:

- a. Deliver materials or services to you or to others for your account (Supplying Locations). But any property which delivers any of the following services is not a Supplying Location with respect to such "Utility Services": air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment.
- b. Accept your products or services (Recipient Locations);
- c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- d. Attract customers to your business (Leader Locations).

**11. "Diagnostic Equipment"** means any machine, vessel or apparatus used solely for diagnosis, testing, research, medical, surgical, therapeutic, dental or pathological purposes.**12. "Electronic Data"** means information, facts or "Computer Programs" stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.**13. "Electronic Data Storage Provider"** means any person or organization, other than an insured, that owns or operates self-service data storage or data processing services, which are provided through the internet or telecommunications lines, and

with whom you have a contract to provide you with such services.

**14. "Extra Expense"** means the additional cost you necessarily incur to operate your business during the "Period of Restoration" over and above the cost that you normally would have incurred to operate the business during the same period had no "Breakdown" to "Covered Equipment" occurred.

Any salvage value of property obtained for temporary use during the "Period of Restoration" which remains after the resumption of normal operations will be taken into consideration in the adjustment of any loss.

**15. "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.**16. "Green"** means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.**17. "Green Authority"** means a recognized authority on "Green" building or "Green" products, materials or processes.**18. "Hacking Event"** means an attack that allows unauthorized access or use of "Covered Equipment".**19. "Hazardous Substance"** means any substance, other than refrigerants (including ammonia), that has been declared to be hazardous to health by a government agency.**20. "Media"** means electronic data processing or storage material such as films, tapes, discs, drums or cells.

However, "Media" does not include any hard disk drive that is an internal component of "Computer Equipment".

**21. "One Breakdown"** means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown". All "Breakdowns" at any one "Covered Premises" that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown".**22. "Ordinary Payroll"** means payroll expenses for all your employees except Officers,

Executives, Department Managers, and Employees under contract. "Ordinary Payroll" expenses include payroll; employee benefits, if directly related to payroll; FICA payments; union dues; and Worker's Compensation premiums.

**23. "Period of Restoration"**

a. "Period of Restoration" means the period of time that:

(1) Begins at the time of the "Breakdown" to "Covered Equipment"; and

(2) Ends on the earlier of:

(a) The date when the property at the "Covered 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.

b. "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 "Hazardous Substance".

c. "Period of Restoration" does not include any increased period required to re-attain a pre-loss level of "Green" certification from a "Green Authority". But this does not apply to any increase in the "Period of Restoration" otherwise insured under the Green Enhancements Coverage Extension.

**24. "Period of Restoration for Dependent Property"**

a. "Period of Restoration for Dependent Property" means the period of time that:

(1) Begins at the time of direct physical loss or damage caused by or resulting from a "Breakdown" to "Covered

Equipment" at the premises of the "Dependent Property"; and

(2) Ends on the date when the property at the premises of the "Dependent Property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.

b. "Period of Restoration for Dependent Property" 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 "Hazardous Substance".

**25. "Perishable Goods"** means any "Covered Property" that is maintained under controlled environmental conditions and is susceptible to loss, damage, deterioration or impairment if the controlled conditions change.

**26. "Power Generating Equipment"** means any pressure, mechanical or electrical equipment, machinery or apparatus that is used in, or associated with, the generation of electric power. "Power Generating Equipment" does not mean any equipment, machinery or apparatus with less than or equal to 1000 kilowatts of capacity, which is used solely to generate emergency power.

**27. "Production Machines"** means any machine or apparatus that processes or produces a product, or part of a product, intended for eventual sale, including all component parts of such machine or apparatus and any other equipment used solely with such machine or apparatus.

However, "Production Machines" does not include any boiler, or fired or unfired pressure vessel.

**28. "Utility Services"** means air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment, including alternative power generation and alternative water systems.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SHIPLOADER AND BARGE LOADER EXCLUSION**

This endorsement modifies insurance provided under the following:

*EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

1. The following is added to Section **F. Definitions**,  
**9. "Covered Property"**, Paragraph **b.**:  
"Covered Property" also does not mean any:  
property described in the Schedule below.
2. The following exclusion is added to Section **B. Exclusions**:  
**"Breakdown" to Scheduled Property**  
We will not pay for loss or damage caused directly or indirectly by a "Breakdown" to any property described in the Schedule below.

### **SCHEDULE**

**Property:**

Shiploader or Barge Loader or Ship Unloader or Barge Unloader including any similarly constructed or similarly utilized devices and machinery, any Conveyor or Crane or Hoist or Leg used solely with any of the previously listed items, and any "Covered Equipment" mounted on or used solely with any of the items on this list.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DIGITAL ASSETS EXCLUSIONS – DIGITAL CURRENCY AND NON-FUNGIBLE TOKENS

This endorsement modifies insurance provided under the following:

*EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

1. The following is added to Section **F. Definitions**, **9. "Covered Property"**, Paragraph **b.**:

"Covered Property" also does not mean any "Digital Currency" or any "Non-Fungible Token".

2. The following exclusion is added to Section **B. Exclusions**:

**With respect to the Business Income Coverage Extension and the Extra Expense Coverage Extension (including any other coverage that is an extension of such Coverage Extension) in Section A.2., the following additional exclusion applies:**

We will not pay for any loss caused by or resulting from loss of or damage to:

(1) Any "Digital Currency"; or

(2) Any "Non-Fungible Token".

3. The following is added to Section **F. Definitions**:

**"Digital Currency"** means any exclusively digital, electronic or virtual currency, including crypto currency, that is a representation of value and may be used as a medium of exchange or held as an investment.

**"Non-Fungible Token"** means any unique or semi-unique unit of data, digital file or token or other digital identifier that is recorded in a digital ledger, such as a blockchain.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer

Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge for such Insured Losses that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

- 1% of your total Boiler and Machinery or Equipment Breakdown Coverage Part premium.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED, LOSS PAYEE OR MORTGAGEE – SPECIAL SCHEDULE**

This endorsement modifies insurance provided under the following:

*EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION*

The following is added to Section **E. Conditions, 2. General Conditions**:

Any Additional Insured, Loss Payee or Mortgagee that is on file with us is deemed to be individually named as such under this Policy.

At each anniversary of this Policy, an updated list of all Additional Insureds, Loss Payees and Mortgagees applicable for the upcoming policy year must be submitted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIFIED PERILS EXCLUSION**

This endorsement modifies insurance provided under the following:

*EnergyMax* 21 EQUIPMENT BREAKDOWN PROTECTION

The following replaces Section **B. Exclusions, 18.**

### **Specified Perils:**

#### **18. Specified Perils**

A "Breakdown" to "Covered Equipment" that is the direct or indirect result of any of the following causes of loss:

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;
- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;
- k. Vehicles, including any material carried in or on the vehicles; or
- l. Weight of snow, ice, sleet.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ACTUAL CASH VALUE – PREDETERMINED DEPRECIATION**

This endorsement modifies insurance provided under the following:

***EnergyMax 21*** Equipment Breakdown Protection

The following replaces Section **E. Conditions, 1. Loss Conditions, I. Valuation**, Paragraphs **(1), (2), (3), (4)** and **(5)**, but only with respect to any "Covered Property" described in the Schedule below:

**(1)** Except as provided in Paragraphs **(6), (7), (9)** and **(10)**, we will pay you the actual cash value of "Covered Property" described in the Schedule below in the event of loss or damage. If the damaged "Covered Property" can be restored by the replacement of any part or parts, we will pay only the lesser of:

- (a)** The reasonable cost of the restoration;
- (b)** The actual cash value of the "Covered Property"; or
- (c)** The Limit of Insurance applicable to the "Covered Property".

**(2)** The valuation of the "Covered Property" will be as of the time of the "Breakdown".

**(3)** The actual cash value of the damaged "Covered Property" will be determined as the replacement cost of the property less depreciation. Depreciation will be calculated at the rate of 5% per year since the more recent of:

- (a)** The date such "Covered Property" was manufactured; or
- (b)** The date such "Covered Property" was 100% completely rewound, refurbished or rebuilt.

Depreciation will be subject to a maximum of 75%.

**(4)** You must pay the extra cost of replacing "Covered Property" with property of a better kind or quality or of a larger capacity.

### **SCHEDULE**

**"Covered Premises"**

All covered locations

**Description of "Covered Property"**

All "Covered Property", "Covered Equipment" and property 25 years of age or older

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NAMED INSURED – BROAD FORM**

This endorsement modifies insurance provided under the following:

*EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION*

- A.** The Named Insured shown in the Declarations is amended to include:
- 1.** Any current or newly formed or acquired subsidiary or affiliated company of the Named Insured (including subsidiaries thereof), in which the Named Insured maintains an ownership interest, or over which the Named Insured exercises management or financial control; and
  - 2.** Any other current or newly formed or
- acquired company over which the Named Insured exercises management or financial control.
- B.** The following is added to Section **E. Conditions, 1. Loss Conditions, k. Loss Payment:**
- In the event of loss or damage covered by this Coverage Part, the following person or organization is authorized to receive payment from us on behalf of the Named Insured and any Additional Insured:
- Sako and Partners Lower Holdings LLC**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DEPENDENT PROPERTIES – LOCATION SCHEDULE**

This endorsement modifies insurance provided under the following:

*EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

The following locations are added to the "Dependent Property" Locations section of the Declarations, as indicated below with an X:

- ☐ As on file with us
- ☒ As listed below:

**Direct Suppliers and Receivers**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ELECTRONIC VANDALISM EXCLUSION**

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

1. The following replaces Section **B. Exclusions**, 13.:

"Electronic Vandalism".

2. The following definition is added to Section **F. Definitions**:

**"Electronic Vandalism"** means:

- a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- b. Unauthorized computer code or programming that:
  - (1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
  - (2) Replicates itself, impairing the performance of computers or computer systems or networks;
  - (3) Gains remote control access to data and programming within computers or

computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks; or

- (4) Introduces a virus, harmful code or similar instruction into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

- c. Any other unauthorized access to or use of computers or computer systems or networks, including data and programming within such computers or computer systems or networks.
- d. A denial of service attack that restricts, prevents or disrupts access to or use of any computer, computer system or network, or otherwise disrupts the normal functioning or operation of any computer, computer system or network.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARIZONA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD**

This endorsement modifies insurance provided under the following:

*EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

Paragraph **E. Conditions, 2. General Conditions, c. Concealment, Misrepresentation or Fraud** is deleted and replaced with the following:

**c.** We will not pay for any loss or damage in any case involving misrepresentation, omission, concealment of facts or incorrect statements:

- (1)** That are fraudulent;
- (2)** That are material either to the acceptance of the risk, or to the hazard assumed by us; and

**(3)** Where, if the true facts had been made known to us as required either by the application for the policy or otherwise, we in good faith would either:

- (a)** Not have issued the policy;
- (b)** Not have issued the policy in as large an amount; or
- (c)** Not have provided coverage with respect to the hazard resulting in the loss.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLORADO CHANGES – LOSS PAYMENT**

This endorsement modifies insurance provided under the following:

*EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

Paragraph **E. Conditions, 1. Loss Conditions, k. Loss Payment (4)** is deleted and replaced with the following:

**(4)** We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part; and

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **KANSAS CHANGES**

This endorsement modifies insurance provided under the following:

*EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

- A.** The following is added to the **Inspections And Surveys** Common Policy Condition:  
If the "Covered Equipment" being insured is a steam boiler and subject to KSA 44-923 (SB7) that steam boiler will be inspected at least annually by us.
- B.** Paragraph **(2)** of the **Legal Action Against Us** Condition is amended to read:  
**(2)** The action is brought within 5 years after the date of the "Breakdown"; or

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

### *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

**A. Paragraph 1.b. Appraisal of Section E. Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form is replaced by the following:

#### **b. Appraisal**

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

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

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

**B. Paragraph 1.k. Transfer Of Rights Of Recovery Against Others To Us of Section E. Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form is replaced by the following:

#### **k. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- (1) Prior to a loss to your "Covered Property" or covered income.

(2) After a loss to your "Covered Property" or covered income only if, at time of loss, that party is one of the following:

- (a) Someone insured by this insurance;
- (b) A business firm:
  - (i) Owned or controlled by you; or
  - (ii) That owns or controls you;
- (c) Your employee or employer;
- (d) The owner, lessor or tenant of a covered premises where the loss or damage occurred including their employees, partners and stockholders; or
- (e) Your relative by blood or marriage.

If you waive your rights against another party in writing after a loss, we can recover from you any amount you received for that waiver. But we cannot recover more than the amount we paid you for that loss.

**C. Paragraph 2.c. Concealment, Misrepresentation Or Fraud of Section E. Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form is replaced by the following:

#### **a. Concealment, Misrepresentation Or Fraud**

With respect to any loss or damage and with respect to all insureds covered under this Coverage Form, Coverage Part or policy, we provide no coverage for loss or damage if, whether before or after a loss, one or more insureds have intentionally concealed or misrepresented any material fact or circumstance, with the intent to deceive, concerning:

- (1) This Coverage Form, Coverage Part or policy;

## EQUIPMENT BREAKDOWN

- (2) The "Covered Property";
- (3) Your interest in the "Covered Property"; or
- (4) A claim under this Coverage Form, Coverage Part or policy.

D. Paragraphs 2.e.(6) and 2.e.(7) **Mortgageholder of Section E. Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form are replaced by the following:

- (6) If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss at least:

- (a) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (b) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss at least:

- (c) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (d) 30 days before the effective date of cancellation, if we cancel for any other reason.

- (7) If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the mortgageholder, pledgee or other person shown in the policy to have an insurable interest in any loss at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

We need not mail or deliver this notice if:

- (a) We or another company within our insurance group have offered to issue a renewal policy; or
- (b) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

Any notice of nonrenewal will be mailed or delivered to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. The following is added to Paragraph d.(1)(e) of Section E. **Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form and supersedes any provision to the contrary:

However, if loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the "Covered Property" is located in an area within the declaration, you must submit the proof of loss to us within 180 days; but this 180-day period does not commence as long as the declaration of disaster or emergency is in existence and civil authorities are denying you access to your property.

F. The following is added to 1. **Loss Conditions** of Section E. **Equipment Breakdown Protection Conditions**:

### Assignment

- 1. Except as otherwise provided in Paragraph 2. below, assignment of this policy will not be valid unless we give our written consent.
- 2. Under this policy, any agreement to assign post-loss property insurance benefits is null and void. Post-loss insurance benefits may not be assigned, in whole or in part, with the exception of an assignment, transfer, pledge or conveyance granted to a subsequent purchaser of the property with an insurable interest in the property following a loss.

G. When coverage under this Coverage Part applies on a replacement cost basis, the following is added and supersedes any provision to the contrary with respect to the time period for

## EQUIPMENT BREAKDOWN

completion of repair or replacement of loss or damage of "Covered Property":

If the loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the "Covered Property" is located in an area within the declaration, we will pay on a

replacement cost basis only if the repair or replacement is completed within 24 months from the date of loss or damage or the issuance of applicable insurance proceeds, whichever is later, or as soon as reasonably possible thereafter.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES – LEGAL ACTION AGAINST US; MPCIGAA; APPRAISAL; LOSS PAYMENT**

This endorsement modifies insurance provided under the following:

*EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION  
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION  
BOILER AND MACHINERY COVERAGE FORM

- A. Paragraph (2) of the Legal Action Against Us Condition** is deleted and replaced by the following:

- (2) The action is brought within 10 years after the date of "Breakdown"; or

When this Endorsement is attached to the Boiler and Machinery Coverage Form, it is understood that the term "Breakdown" shall include "Accident".

- B. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations**

1. Subject to the provisions of the Missouri Property And Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property And Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

- b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

- C. The Appraisal Loss Condition** is deleted and replaced by the following:

### **APPRAISAL**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days then, upon your or our request, an umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding.

## EQUIPMENT BREAKDOWN

Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

D. Paragraph E. Conditions, 1. Loss Conditions, **Loss Payment (2)** is deleted and replaced with the following:

- (2) We will give notice of our intentions within 15 days after we receive the proof of loss.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NORTH CAROLINA CHANGES**

This endorsement modifies insurance provided under the following:

### *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

- A. Paragraph (2) of the **Legal Action Against Us** Condition is replaced by the following:

(2) The action is brought within three years after the date of "Breakdown"; or

- B. The following condition is added:

#### **Time Period For Performance Of Contractual Obligations**

Whenever a state of disaster is proclaimed for the state of North Carolina or for an area within this state in accordance with state law, or whenever a major disaster is declared for North Carolina or an area within this state by the President of the United States under the Stafford Act or its successors, the following provisions apply:

1. If the Covered Property that has sustained loss or damage is located within designated area in the disaster declaration or proclamation, the time period for your submission of a proof of loss (as set forth in the Duties In The Event Of Loss Or Damage Condition or similar provision in this Coverage Part or in an endorsement attached to this Coverage Part) shall be extended by a time period not exceeding the earlier of:
  - a. The expiration of the disaster proclamation or declaration and all renewals of the proclamation; or
  - b. The expiration of the Insurance Commissioner's order declaring action for the specific disaster.
2. Except as otherwise provided in Paragraphs 1. and 4., the following applies if you or we reside in or are located in the designated area in the disaster declaration or proclamation:
 

If this Coverage Part or an endorsement attached to this Coverage Part imposes a time limitation on you or us for performance of:

  - a. A premium or debt payment; or
  - b. Any other duty or any act (including transmittal of information and communications),

under the terms of this Coverage Part and such performance would be required during the time period prior to the expiration of the Insurance Commissioner's order declaring action for the specific disaster, your performance and our performance is subject to a deferral period of 30 days. The Commissioner of Insurance may extend such deferral period.

3. In addition to Paragraphs 1. and 2. above, if you have been displaced from your residence:
  - a. Any written notice of cancellation for nonpayment of premium scheduled to be effective after the deferral period has commenced is deferred. Following the expiration of the deferral period, we may cancel for nonpayment of premium subject to the notice requirements in the Cancellation Condition of this Coverage Part.
  - b. Any written notice of nonrenewal scheduled to be effective after the deferral period has commenced is deferred. Following the expiration of the deferral period, we may elect not to renew this policy subject to the notice requirements in the Nonrenewal Condition of this Coverage Part.
4. If the proclamation or declaration is the result of a public health emergency as determined by the Secretary of the U.S. Department of Health and Human Services, or other situations where the Governor has, by executive order, ordered all individuals in North Carolina to stay at home or at their place of residence, the following provisions shall apply:
  - a. If you reside within the designated area in the proclamation or declaration, you have the option to defer premium payments that are due during the time period covered by the Commissioner's order declaring the specific public health

## EQUIPMENT BREAKDOWN

emergency or situation that may require the citizens of North Carolina to shelter in place. The deferral period shall be 30 days from the last day the premium payment may be made under the terms of the policy. The Commissioner of Insurance may extend such deferral period.

- b.** Any written notice of cancellation for nonpayment of premium scheduled to be

effective after the deferral period has commenced is deferred. Following the expiration of the deferral period, we may cancel for nonpayment of premium subject to the notice requirements in the Cancellation Condition of this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLORIDA CHANGES – COINSURANCE, LOSS PAYMENT, NAMED INSURED, HAIL OR WINDSTORM**

This endorsement modifies insurance provided under the following:

### *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

1. Coinsurance contract. For any coverage subject to a coinsurance clause, the rate charged is based upon the use of the coinsurance clause identified in this Coverage Part, with your consent.
2. If EB T3 39 Amendatory Provisions - Enhancement endorsement forms a part of this policy, the term 'first Named Insured' shall be replaced with the term 'Named Insured'.
3. **E. Conditions, 1. Loss Conditions, k. Loss Payment (4)** is deleted and replaced with the following:
  - (4) If you have complied with all terms of this Coverage Part, we will pay for covered loss:
    - (a) Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or
    - (b) Within 30 days after we receive the sworn proof of loss and:
      - (i) There is an entry of a final judgment; or
      - (ii) There is a filing of an appraisal award with us.
4. **B. Exclusions, 17.** is replaced with the following:  
**17. Hail or Windstorm.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS CHANGES – ARBITRATION, DEFENSE, LEGAL ACTION**

This endorsement modifies insurance provided under the following:

*EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

**A. Paragraph 3.e. Arbitration of Section E. Conditions** is replaced by the following:

**e. Arbitration**

- (1) If any of the circumstances described in paragraphs **c.(2)(a)** and **c.(2)(b)** exist, then the commercial property insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this condition.
- (2) You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the commercial property insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.
- (3) If we and commercial property insurers agree to submit to arbitration as described in Paragraph **e.(1)** above, the insured will incur no delay in receiving payment in the manner specified in Paragraph **d.**.
- (4) Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

**B. Paragraph 1.c. Defense of Section E. Conditions** is replaced with the following:

**c. Defense**

- (1) If there is damage to "Covered Property" of another in your care, custody or control and for which you are legally liable, that was directly caused by a "Breakdown" to "Covered Equipment", we will have the right and duty to defend you against any "Suit" alleging liability for damage to that

"Covered Property". However, we have no duty to defend you against any "Suit" alleging liability for damage to property not covered by this Coverage Part.

- (2) If a claim or "Suit" is brought against you alleging that you are liable for damage to "Covered Property" of another that was caused by a "Breakdown" to "Covered Equipment", we will either:
  - (a) Settle the claim or "Suit"; or
  - (b) Defend you against the "Suit" but keep for ourselves the right to settle it at any point.
- (3) We will pay the following Supplementary Payments, with respect to any claim or any "Suit" we defend:
  - (a) All expenses we incur;
  - (b) The cost of bonds to release attachments, but only for bond amounts within the Limit of Insurance. We do not have to furnish these bonds;
  - (c) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "Suit", including actual loss of earnings up to \$100 a day because of time off from work;
  - (d) All costs taxed against you in any "Suit" we defend;
  - (e) Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer; and
  - (f) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is

## EQUIPMENT BREAKDOWN

within the Limit of Insurance shown in the Declarations.

These payments will not reduce the Limit of Insurance.

**C. The following definition is added to Section F. Definitions:**

**"Suit"** means a civil proceeding and includes:

- a.** An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or

- b.** Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.

**D. Section E. Conditions, 1. Loss Conditions, f. Legal Action Against Us, (2) is deleted and replaced with the following:**

- (2)** The action is brought within 2 years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action; or

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GEORGIA CHANGES – VALUATION**

This endorsement modifies insurance provided under the following:

### *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION

**A. The following is added to Section E. Conditions, 1. Loss Conditions, I. Valuation:**

The cost of loss or damage to "Covered Property" does not include any actual or perceived reduction in the market value of the repaired, rebuilt or replaced "Covered Property" and therefore this policy does not pay any compensation for an actual or perceived reduction in the market value of any "Covered Property".

But if the "Covered Property" that has sustained the loss or damage is subject to an endorsement in this policy which explicitly addresses market value, then that endorsement will apply to such "Covered Property" in accordance with its terms.

**B. E. Conditions, 2. General Conditions, c. Concealment, Misrepresentation Or Fraud is replaced with the following:**

We will not pay for any loss or damage in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other Insured, at any time, concerning:

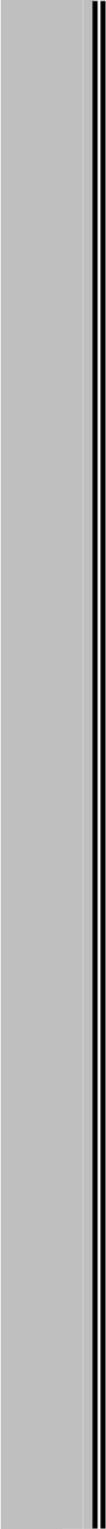
- (1)** This Coverage Part;
- (2)** The "Covered Property";
- (3)** Your interest in the "Covered Property"; or
- (4)** A claim under this Coverage Part.

**IMPORTANT NOTICE TO NORTH CAROLINA POLICYHOLDERS**  
**FLOOD, EARTHQUAKE, MUDSLIDE, MUDFLOW, LANDSLIDE, WINDSTORM**  
**AND HAIL LOSSES NOT COVERED**

**The following warning is provided in accordance with North Carolina law.**

WARNING: THIS EQUIPMENT BREAKDOWN POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM FLOODS, EARTHQUAKES, MUDSLIDES, MUDFLOWS, LANDSLIDES, WINDSTORM OR HAIL. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL OF THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED.

**INTERLINE  
ENDORSEMENTS**



**INTERLINE  
ENDORSEMENTS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ACTUAL CASH VALUE**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
DELUXE PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
TRAVELERS PROPERTY COVERAGE PART

The following definition is added to any Definitions Section and applies to any provision that uses the term actual cash value:

Actual cash value means the value of the covered property at the time of loss or damage.

When calculating actual cash value using the estimated cost to repair or replace such property, with a reasonable deduction for depreciation that occurred before such loss or damage, we may apply depreciation to all components of the estimated cost, including the following:

- a.** Materials;
- b.** Labor;
- c.** Overhead and profit; and
- d.** Any applicable tax.

The deduction for depreciation may include such considerations as:

- a.** Age;
- b.** Condition, such as wear and tear or deterioration;
- c.** Reduction in useful life; and
- d.** Obsolescence.

This definition does not apply to covered property in the following states:

**AK AR CA CT GA LA ME MT NY PR VT WA WV WY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS**

This endorsement modifies insurance provided under the following:

**ALL COVERAGES INCLUDED IN THIS POLICY**

The following is added to the Common Policy Conditions:

### **Prohibited Coverage – Unlicensed Insurance**

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

### **Prohibited Coverage – Trade Or Economic Sanctions**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM  
CYBERFIRST GENERAL PROVISIONS FORM  
DELUXE PROPERTY COVERAGE PART  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EMPLOYMENT PRACTICES LIABILITY <sup>+</sup> WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART  
ENVIRONMENTAL HAZARD POLICY  
EQUIPMENT BREAKDOWN COVERAGE PART  
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE  
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE  
LAW ENFORCEMENT LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION  
TRAVELERS PROPERTY COVERAGE PART  
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART  
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL BENEFITS**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGES INCLUDED IN THIS POLICY**

The following Condition is added to each Common Policy Conditions included in this policy:

#### **Additional Benefits**

1. We may offer or provide, or allow others to provide, you or another insured under this policy with goods and services, access to discounted goods and services, other program benefits or other items of value that could assist your business with managing your risk, with servicing your policy or with staying informed about loss control and mitigation of risk.
2. These Additional Benefits may be provided in any form. You or another insured under this policy may be eligible to receive additional benefits. You
3. While we may arrange for these Additional Benefits, the other provider is liable to you or the other insured for the provision of the goods and services. We do not warrant the merchantability, fitness or quality of any goods or services provided or assume any additional obligation related to any Additional Benefits provided.
4. We have the right to modify or discontinue any Additional Benefits provided by us, or others authorized by us, without notice to you or any other insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL BENEFITS – KANSAS**

This endorsement modifies insurance provided under any of the following coverages included in this policy:

BOILER AND MACHINERY COVERAGES  
COMMERCIAL AUTOMOBILE COVERAGES  
COMMERCIAL PROPERTY COVERAGES  
CRIME COVERAGES  
CYBER COVERAGES  
FARM COVERAGES  
GENERAL LIABILITY COVERAGES  
INLAND MARINE COVERAGES  
PROFESSIONAL AND MANAGEMENT LIABILITY COVERAGES

The following Condition is added to each Common Policy Conditions included in this policy:

**Additional Benefits:**

1. We may offer or provide, or allow others to provide, you or another insured under this policy with goods and services, access to discounted goods and services, other program benefits or other items of value such as telematic devices, loss mitigation devices, loss prevention, or safety-related items, or services such as loss mitigation services or risk management services designed to assist your business with managing your risk, with servicing your policy or with staying informed about loss control and mitigation of risk.
2. These Additional Benefits may be provided in any form, including redemption codes, coupons and vouchers. You or another insured under this policy may be eligible to receive additional benefits. You are under no obligation to pursue any of these Additional Benefits.
3. While we may arrange for these Additional Benefits, the other provider is liable to you or the other insured for the provision of the goods and services. We do not warrant the merchantability, fitness or quality of any goods or services provided or assume any additional obligation related to any Additional Benefits provided.
4. We have the right to modify or discontinue any Additional Benefits provided by us, or others authorized by us, without notice to you or any other insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DEPRECIATION – LOUISIANA**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
DELUXE PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
TRAVELERS PROPERTY COVERAGE PART

The following is added in accordance with Louisiana Revised Statute 22:1892:

In adjusting a loss involving covered property that has sustained loss or damage, we may apply a reasonable deduction for depreciation.

Depreciation means depreciation, including the cost of goods, materials, labor, and services necessary to replace, repair, or rebuild covered property that has sustained loss or damage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ACTUAL CASH VALUE DEFINITION – GEORGIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
DELUXE PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
TRAVELERS PROPERTY COVERAGE PART

The following definition is added to any Definitions Section and applies to any provision that uses the term actual cash value:

Actual cash value means the value of the covered property at the time of loss or damage.

When calculating actual cash value using the estimated cost to repair or replace such property, with a reasonable deduction for depreciation that occurred before such loss or damage, we may apply depreciation to all components of the estimated cost, including the following:

- a. Materials;
- b. Labor;
- c. Overhead and profit; and
- d. Any applicable tax.

The deduction for depreciation may include such considerations as:

- a. Age;
- b. Condition, such as wear and tear or deterioration;
- c. Reduction in useful life; and
- d. Obsolescence.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES – APPRAISAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART

The **Appraisal** Condition is replaced by the following:

### **Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an

agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will be binding on both parties.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following when written as part of a Commercial Package Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached.

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART

**A.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
  - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
- 3.** We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
  - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
    - (1)** At our request;
    - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
    - (3)** And rewritten by us or a member of our company group; or
    - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.

- b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

**B.** The following is added and supersedes any other provision to the contrary:

### **Nonrenewal**

- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
  - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
  - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
- 2.** We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
- 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## KANSAS CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

A. When this endorsement is attached to the **Standard Property Policy CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

### **Concealment, Misrepresentation Or Fraud**

We will not pay for any loss or damage under this Coverage Part if you or any other insured in relation to an insurance application, rating, claim or coverage under this policy knowingly and with intent to defraud:

1. Presents, causes to be presented or prepares with the knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement which such person knows to contain materially false information concerning any material fact; or
2. Conceals information concerning any material fact for the purpose of misleading.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS CHANGES**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART

**A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

**B.** The following is added to the Common Policy Conditions:

### **Multiyear Policies**

We may issue this policy for a term in excess of 12 months with the premium adjusted on an annual basis in accordance with our rates and rules.

**C. 1.** Except as provided in **C.2.** below, the Appraisal Condition, if any, is replaced by the following:

- a.** If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make a written request for an appraisal of the loss ("loss"). However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss ("loss") appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire.
- b.** An appraisal decision will not be binding on either party.
- c.** If there is an appraisal, we will still retain our right to deny the claim.
- d.** Each party will:
  - (1)** Pay its chosen appraiser; and

- (2)** Bear the other expenses of the appraisal and umpire equally.

**C. 2.** The **Appraisal** Condition in Business Income Coverage Form (And Extra Expense) **CP0030**, Business Income Coverage Form (Without Extra Expense) **CP 00 32** and Capital Assets Program Coverage Form (Output Policy) **OP0001**, Paragraph **A.7. Business Income And Extra Expense**, is replaced by the following:

- a.** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire.
- b.** An appraisal decision will not be binding on either party.
- c.** If there is an appraisal, we will still retain our right to deny the claim.
- d.** Each party will:
  - (1)** Pay its chosen appraiser; and
  - (2)** Bear the other expenses of the appraisal and umpire equally.

**D. 1.** This Paragraph **D.2.** does not apply to the following:

Farm Liability Coverage Form

Legal Liability Coverage Form

2. The two-year limitation in the Legal Action Against Us Condition is changed to five years.

- E. 1. This Paragraph E.2. does not apply to the following:

Crime and Fidelity Coverage Part

Farm Liability Coverage Form

Legal Liability Coverage Form

Mortgageholders Errors And Omissions Coverage Form

2. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss ("loss") or damage sustained.

- F. The following is added to the **Transfer Of Your Rights Of Recovery Against Others To Us** Condition for the Crime and Fidelity Coverage Part:

Notwithstanding the procedures set forth in the **Recoveries** Condition, we will be entitled

to recovery only after the insured has been fully compensated for the loss sustained.

- G. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition in Legal Liability Coverage Form **CP0040** and Mortgageholders Errors And Omissions Coverage Form **CP 00 70**:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

- H. In accordance with ARK. CODE ANN. § 23-88-106, we are providing notice of the following:

Unless otherwise provided by this policy, we may deduct expense depreciation. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, labor and services necessary to replace, repair or rebuild damaged property.

If expense depreciation is applied to a loss for damaged property, the insurer shall provide a written explanation as to how the expense depreciation was calculated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL  
COVERAGES, CONDITIONS, DEFINITIONS  
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM  
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND  
EQUIPMENT COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
  2. Fraud;
- committed by you or any other insured ("insured") at any time and relating to coverage under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS CHANGES – LOSS PAYMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART

### A. Loss Payment

1. With respect to the Crime And Fidelity Coverage Part and Equipment Breakdown Coverage Part, the following conditions are added.
2. With respect to the Commercial Inland Marine Coverage Part, the following conditions replace Item **E. Loss Payment** in the Commercial Inland Marine Loss Conditions:

#### a. Claims Handling

- (1) Within 15 days after we receive written notice of claim, we will:
  - (a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
  - (b) Begin any investigation of the claim; and
  - (c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.
- (2) We will notify you in writing as to whether:
  - (a) The claim or part of the claim will be paid;
  - (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
  - (c) More information is necessary; or
  - (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in (2)(a) through (2)(d) above, within:

- (i) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (ii) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

- b. We will pay for covered loss or damage within 5 business days after:
  - (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

#### c. Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in **a.** and **b.** above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which is:

- (1) Declared a disaster under the Texas Disaster Act of 1975; or

- (2) Determined to be a catastrophe by the State Board of Insurance.
- d. The term "business day", as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

- B. With respect to the Commercial Inland Marine Coverage Part the following is added:

We will not be liable for any part of a "loss" that has been paid or made good by others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OKLAHOMA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS  
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM  
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM  
STANDARD PROPERTY POLICY

A. When this endorsement is attached to the **Standard Property Policy CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. The **Concealment, Misrepresentation Or Fraud** condition is replaced by the following:

Except as provided in Paragraphs C. and D., we do not provide coverage in any case of fraud by you as it relates to this Coverage Part at any time. We also do not provide coverage if you or any other insured ("insured"), at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

C. The **Concealment, Misrepresentation Or Fraud** condition in the Commercial Auto Coverage Part is replaced by the following:

We do not provide coverage in any case of fraud by you at any time as it relates to this Coverage Part. We also do not provide coverage if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The covered "auto";
3. Your interest in the covered "auto"; or
4. A claim under this Coverage Part.

However, this provision does not apply, but only up to the compulsory or financial responsibility limits required by Oklahoma law, if an "accident" results in a third party liability claim against the "insured" under this Coverage Part.

D. Under the Kidnap/Ransom And Extortion Coverage Form, the **Concealment, Misrepresentation Or Fraud** condition is replaced by the following:

We do not provide coverage in any case of fraud by you as it relates to this insurance at any time. We also do not provide coverage if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This insurance;
2. A person insured under this insurance;
3. The "property" covered under this insurance;
4. Your interest in the "property" covered under this insurance; or
5. A claim under this insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART

Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
  - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
    - (1)** At our request;
    - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
    - (3)** And rewritten by us or a member of our company group; or
    - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.

- b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will compute return premium as follows:

- (1)** 75% of the pro rata unearned premium, rounded to the next higher whole dollar, for the Equipment Breakdown Coverage Part; or
- (2)** 90% of the pro rata unearned premium, rounded to the next higher whole dollar, for the Commercial Inland Marine Coverage Part.

However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM  
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

**A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

**B.** The following is added to the **Cancellation** Common Policy Condition:

- 7.** If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
- 8.** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
  - a.** Fraud in obtaining coverage;
  - b.** Failure to pay premiums when due;
  - c.** An increase in hazard within the control of the insured which would produce an increase in rate;
  - d.** Loss of our reinsurance covering all or

part of the risk covered by the policy; or

- e.** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

**C.** The following condition is added:

### **Nonrenewal**

- 1.** We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
- 2.** If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, not later than the 60th day before the expiration date. If notice is mailed or delivered later than the 60th day before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's rate.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS CHANGES— NOTICE OF CLAIM OR SETTLEMENT**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PHARMACISTS PROFESSIONAL LIABILITY COVERAGE FORM  
VETERINARIANS PROFESSIONAL LIABILITY COVERAGE PART  
CATASTROPHE UMBRELLA POLICY  
EMPLOYEE BENEFITS LIABILITY

### **PROVISIONS**

If a claim is made against you under a casualty policy, we must notify you of the initial offer to compromise or settle the claim. We must do so within 10 business days after the date on which the offer is made.

If a claim under a casualty policy is settled, we must notify you within 30 days of the settlement.

## **POLICYHOLDER NOTICES**



## **POLICYHOLDER NOTICES**



Dear Valued Customer,

Travelers Boiler & Machinery appreciates your Equipment Breakdown Insurance business. We understand that life and business are dynamic and the best way to serve you is to deliver highly-rated and customized services that behave the same way – evolving to keep in synch with life and business as they change.

Travelers Boiler & Machinery offers the following exceptional services as part of your insurance coverage:

## **ENGINEERING SERVICES**

### **Proactive Boiler Inspections and Object Management**

Travelers Boiler & Machinery performs inspections on boilers and pressure vessels as required by jurisdictions across the country. Travelers can help you with the identification of any boilers or pressure vessels which require inspection according to state or city laws. If your business has this equipment, we can perform the inspection. Speak with your Equipment Breakdown professional for more information.

### **Help Line Support for Inspections**

When life is out of synch our Help Line staff is available to provide you with assistance on any questions, problems, or concerns about our engineering services. **To schedule an inspection or seek help with inspections, call toll-free at 1-800-425-4119.** We also provide you with dedicated support via fax at 1-877-764-9535 and offer our assistance via email at [boilinsp@travelers.com](mailto:boilinsp@travelers.com). Support by phone, fax, and email are available between 8:00 a.m. to 5:00 p.m. Eastern Time.

### **Risk Control and Loss Prevention Information Warehouse**

With 100 years of experience in the Equipment Breakdown Insurance business, Travelers Boiler & Machinery wants to share with you the broad range of innovative risk control and loss prevention solutions we have developed over the years. Travelers Boiler & Machinery also shares information such as preventive maintenance guidelines for machinery and equipment as well as workplace safety topics beyond just Boiler & Machinery. Our information can be accessed by calling **1-800-425-4119** or viewing our website at [www.travelers.com/riskcontrol](http://www.travelers.com/riskcontrol).

## **CLAIM SERVICES**

### **24/7/365 Claim Reporting**

Travelers Boiler & Machinery offers you a variety of ways to report your claim and the peace of mind of knowing our local claim professionals manage claims with a blend of skill, tenacity, and common sense.

To report an Equipment Breakdown (Boiler and Machinery) loss:

- **Contact Your Agent**
- **Call toll-free at 1-800-238-6225; or**
- **Fax your loss information to us toll free at 1-877-QUIK-FAX (1-877-784-5329).**

### **Sharing our Experience**

During the claim investigation process, our Claim Support Manager, claim staff and field engineers act as technical resources and help you by suggesting reputable repair companies and contractors in your area so you can get back up and running quickly. Speak with your claim professional for more information.

## **IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

For information about how Travelers compensates independent agents and brokers, please visit [www.travelers.com](http://www.travelers.com), call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

## **POLICYHOLDER NOTICES**



## **POLICYHOLDER NOTICES**

## **IMPORTANT NOTICE – POLICYHOLDER INFORMATION – ARKANSAS**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

In the event you need to contact someone about this policy, please contact your agent as shown on your policy or in the material accompanying the policy. If you need additional assistance, you may contact us at the address listed below:

Travelers  
One Tower Square  
Hartford, CT 06183

Telephone: 1-800-328-2189

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202

## **IMPORTANT NOTICE – FLOOD – TEXAS**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

Flood Insurance: You may also need to consider the purchase of flood insurance. Your insurance policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase separate flood insurance coverage with your insurance agent or insurance company, or visit [www.floodsmart.gov](http://www.floodsmart.gov).

# NOTICE TO POLICYHOLDERS JURISDICTIONAL INSPECTIONS & CONTACT INFORMATION REQUEST

Dear Policyholder;

Many states and some cities issue certificates permitting the continued operation of certain equipment such as boilers, water heaters, pressure vessels, etc. Periodic inspections are normally required to renew these certificates. In most jurisdictions, insurance company employees who have been licensed are authorized to perform these inspections.

If you own or operate such equipment, we insure that equipment under this policy, and you would like Travelers Risk Control to perform the next required inspection, please notify us using the instructions below. If you do not own or operate this type of equipment, you may disregard this notice.

Please provide contact information for future Risk Control Surveys and Jurisdictional Inspection appointments. Email the contact name, phone, email, physical address, and policy number (or multiple contacts' information if there are separate personnel responsible for each) to **Boilinsp@travelers.com** using this document or your own spreadsheet.

Location Name	Address	Policy Number	Jurisdictional Object Number(s)

Jurisdictional Inspection Contact	Name/Title	Phone	Email
Risk Control Survey Contact	Name/Title	Phone	Email

If your inspection need is immediate, contact us at **1-800-425-4119** or **Boilinsp@travelers.com**. Please be prepared to provide the:

- Policy number and name of business as shown on the policy
- Location where the equipment is located, including zip code
- Person to contact and phone number for scheduling of inspection
- Type of equipment requiring inspection
- Certificate inspection date and certificate number

Note the following:

- The jurisdiction in your area may require the owner/user pay a fee for renewing an operational certificate.
- All the provisions of the INSPECTIONS AND SURVEYS Condition in your policy apply to the inspections described in this notice.

## Reminder

If new equipment is installed or old equipment replaced that requires a jurisdictional inspection, please let us know by calling our toll-free number listed above.

## **NOTICE – IMPORTANT INFORMATION REGARDING YOUR INSURANCE – VIRGINIA**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

Should you need to contact anyone about this insurance for any reason, please contact your agent. If you have additional questions you may contact Travelers at:

One Tower Square  
Hartford, CT 06183  
1-800-328-2189

Travelers.com

If you have been unable to contact or obtain satisfaction from our company or your agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission, Virginia Bureau of Insurance  
PO Box 1157  
Richmond, VA 23218

Toll free: 1-877-310-6560  
Richmond, VA area: 804-371-9741

Email: [bureauofinsurance@scc.virginia.gov](mailto:bureauofinsurance@scc.virginia.gov)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

### **Travelers**

To get information or file a complaint with your insurance company:

**Call: Consumer Affairs at 1-860-954-2382**

**Toll-free: 1-866-894-0687**

Online: [www.Travelers.com](http://www.Travelers.com)

Email: [COMPLAINTS@travelers.com](mailto:COMPLAINTS@travelers.com)

Mail: Attn: Consumer Affairs, One Tower Square, Hartford, CT 06183

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

## **IMPORTANT NOTICE – RISK MANAGEMENT PLANS – FLORIDA**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

Florida loss control insurance statutes require insurers to provide commercial policyholders, at their request, with guidelines for risk management plans. Travelers' Risk Control Department has available guidelines to assist you with your accident prevention activities. These guidelines are available to you free of charge.

A risk management plan shall include safety measures for different exposures, including, as applicable, pollution and environmental hazards; disease hazards; accidental occurrences; fire hazards and fire prevention and detection; liability for acts from the course of business; slip and fall hazards; product injury; and hazards unique to a particular class or category of insureds. Training in safety management techniques and safety management counseling services are also available.

If you would like to request assistance with risk management or your safety program, please call our Risk Control Department at 407-388-3307. For access to over 1,600 safety and health resources, including training programs, checklists, management guides, etc. visit our Risk Control Customer Portal at <http://www.travelers.com/riskcontrol>.

## **IMPORTANT NOTICE – CONTACT INFORMATION – MISSOURI**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

Questions regarding your policy or coverage should be directed to your agent or us at:

Travelers  
One Tower Square  
Hartford, CT 06183  
(800) 328-2189  
Travelers.com

## **IMPORTANT NOTICE – CONTACT INFORMATION – FLORIDA**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

Please review your policy carefully. Should you have any questions concerning coverages, billings, additions or deletion, please contact your agent. Should you feel the need for additional information or wish to make a complaint, we offer the following number:

For information or to make a complaint, call:  
1-800-328-2189

POLICY OVERPRINT PAGE 1 OF 1  
POLICY NUMBER: BME1-1Y160988-TIL-25  
RATER: SGA5 ISSUE DATE: 04/14/25  
APARTMENT BLDGS

EFFECTIVE DATE: 04/01/25  
EXPIRATION DATE: 04/01/26

INSUREDS NAME: SAKO AND PARTNERS LOWER  
HOLDINGS LLC; ASSET CAMPUS

NEW/RENEWAL: R	PAYMODE: P
SOLICITOR CODE:	AUDIT FREQUENCY: N
SAI:	RESPONSIBILITY: F
MSI: Y	WATCH FILE: 0
RATING MODE: G	SURVEY CODE: 2
SPECIAL CODE: BA	REINSURANCE: N
PROGRAM CODE: N94	AUTO FILINGS:
FEDERAL TAX ID:	

PREMIUM SUMMARY

S.B.	ACCOUNT MONTH	EFF. DATE	PREMIUM	NON PREMIUM	TOTAL
	0425	04/01/25			

TOTAL:

OFFICE: DENVER 052  
PRODUCER NAME: LOCKTON COMPANIES LLC

HE640

PREMIUM SPLIT FORM PAGE 1 OF 1

POLICY NUMBER: BME1-1Y160988-TIL-25

RATER: SGA5 ISSUE DATE: 04/14/25

		COMM ITEM	COMM ITEM	COMM ITEM	COMM ITEM
ACCOUNT MONTH	EFFECTIVE DATE	PREMIUM	PREMIUM	PREMIUM	PREMIUM
0425	04/01/25				

G1=FIGAEAO

OFFICE: DENVER 052  
PRODUCER NAME: LOCKTON COMPANIES LLC

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