

# ELITE PROPERTY ENHANCEMENT ENDORSEMENT COVERAGES SUMMARY

SECTION & HEADING	<b>COVERAGES LIMIT</b>
Money and Securities	\$5,000
Utility Services / Time Element Coverage (Off Premises Power Failure)	\$10,000
Ordinance or Law-Coverage	\$10,000
Backup of Sewers & Drains	\$5,000
Fire Department and / or Extinguisher Service Charge	\$5,000
Employee Dishonesty	\$5,000
Forgery and Alteration	\$5,000
Food Spoilage	\$10,000
Electronic Data Processing Equipment	\$5,000
Accounts Receivable	\$10,000
Outdoor Property (includes no more than \$500 for any one tree, shrub or plant)	\$5,000
Valuable Papers and Records	\$10,000
Detached Outdoor Signs	\$10,000
Personal Property Off Premises	\$5,000
Personal Property of Others	\$5,000

# This endorsement changes the policy PLEASE READ IT CAREFULLY

#### **ELITE PROPERTY ENHANCEMENT ENDORSEMENT**

The Extensions and Special Coverages provided by this endorsement are added to the Building and Personal Property Coverage Form CP 00 10 06 07 Standard Property Policy. They are subject to all of the exclusions, terms, and conditions applicable to this policy, and are further limited by the following:

# All losses are defined as:

- a. Caused by one or more persons; and
- b. Involving a single act or series of related acts; is considered one occurrence, and

<u>Limits:</u> The most we will pay for all loss in any one occurrence is set forth in the policy where applicable and/or on the Elite Property Enhancement coverages summary.

#### **SPECIAL COVERAGES:**

#### Money and Securities

- (1) We will pay for loss of "money" and "securities" used in your business, within your living quarters or the living quarters of your partners having use and custody of the property, at the described premises, or in transit between any of these places.
- (2) We will pay only for loss of "money" and "securities" resulting from:
  - a. Theft, meaning act of stealing;
  - b. Disappearance; or
  - c. Destruction.
- (3) We will not pay for loss:
  - a. Resulting from accounting or arithmetical errors or omissions:
  - b. Due to the giving or surrendering of property in any exchange or purchase; or
  - c. Of property contained in any money-operated devices unless the amount of "money" deposited in it is recorded by a continuous reading instrument in the device.
- (4) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

#### • Utility Services/Time Element

(1) We will pay for loss of Business Income or Extra Expense to Covered Property caused by the interruption of service. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to any of the following located outside of a covered building described in the Declarations:

- i. Water Supply
- ii. Communication Supply (Including Overhead Transmission Lines) or
- iii. Electricity, Steam or Gas Supply (Including Overhead Transmission Lines)
- (2) We will cover loss you sustain after the first 24 hours following direct physical loss or damage to the utilities to which this endorsement applies.

#### Ordinance or Law-Coverage

We will pay for loss or damage caused indirectly by any of the following:

(a) Ordinance or Law

The enforcement of any ordinance or law:

(1) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### Back Up of Sewers and Drains

We will pay for loss resulting from water which backs up through sewers or drains or water which enters into and overflows from within a sump pump well or other type of system designed to remove subsurface water which is drained from the foundation area.

# • Fire Extinguisher Systems / Fire Department Service Expense

- (1) We will pay:
  - a. The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and
  - b. For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge or chemicals from a fire extinguisher or fire extinguishing system.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation, testing or any act by an employee intended as vandalism or a prank.
- (3) We will pay when the fire department is called to save or protect Covered Property from a Covered Cause of Loss.

#### Employee Dishonesty

(1) We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons

(except you or your partners, members or "managers") with the manifest intent to:

- a. Cause you to sustain loss or damage; and also
- b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other "employee" benefits earned in the normal course of employment) for:
  - 1. Any "employee"; or
  - 2. Any other person or organization.
- (2) We will not pay for loss or damage:
  - a. Resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons; or
  - b. The only proof of which as to its existence or amount is one or both of the following:
    - 1. An inventory computation; or
    - 2. A profit and loss computation.
- (3) We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (4) This Additional Coverage does not apply to loss caused by any "employee" after discovery by:
  - a. You; or
  - b. Any of your partners, officers or directors, or members or "managers" not in collusion with the "employee"; of any dishonest act committed by that "employee" before or after being hired by you.
- (5) We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.

# Forgery And Alteration

(1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchanges or similar written promise of

- payment in <u>money</u>, that you or your agent has issued, or that was issued by someone who impersonated you or the agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in <u>money</u>, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) The most we will pay for any loss, including legal expenses, under this Additional Coverage is set forth in the Elite Coverages Summary unless a higher Limit of Insurance for Forgery and Alterations is shown in the Declarations.

#### Food Spoilage Coverage

- (1) We will pay for the loss of "perishable stock" as described below caused by:
  - a. A change in temperature or humidity resulting from mechanical breakdown or failure or refrigeration, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises;
  - b. Contamination by refrigerant; and
  - c. Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- (2) The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.
- (3) This Additional Coverage does not apply if the food spoilage results from:
  - a. The disconnection of any refrigerating, cooling or humidity control system from the source of power;
  - b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power current;
  - c. The inability of an electrical utility company or other power source to provide sufficient power due to:
    - 1. Lack of fuel; or
    - 2. Governmental order:
  - d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; or
  - e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- (4) The Food Spoilage coverage is subject to all of the exclusions, terms, and conditions applicable to this policy.

# Electronic Data Processing Equipment

(1) We will pay loss or damage to covered property from any of the covered causes of loss.

Covered property means electronic data processing equipment, its component parts, data and media which are:

- a. Owned by you; or
- b. Leased, rented or under your control and for which you are legally liable.
- (2) Covered Property does not include:
  - a. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or similar documents. However, we will pay for loss to these items when in data form. This coverage is subject to paragraph (2)(c) below.
  - b. Property rented or leased to others while away from your premises;
  - c. Any data or media which cannot be replaced with other of like kind and quality;
  - d. Contraband, or property in the course of illegal transportation or trade; and
  - e. Your stock in trade.

#### Accounts Receivable

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

#### **EXTENSIONS**

# • Outdoor Property

The limit given under CP 00 10 06 07, section 5, Coverage Extensions, e. Outdoor Property is increased by the limit set forth in the Elite Property Enhancement Coverages Summary.

The most we will pay for loss or damage under this Extension is set forth in the property enhancement coverages summary, but no more than \$500 for any one tree, shrub or plant.

# Valuable Papers And Records

The limit given under CP 00 10 06 07, section 5, Coverage Extensions, c. Valuable Papers and Records is increased by the limit set forth in the Elite Property Enhancement Coverages Summary.

# Detached Outdoor Signs

- (1) The limit given under CP 00 10 06 07, section C, Limits of Insurance, Paragraph 2 is increased by the limit set forth in the Elite Property Enhancement Coverages Summary unless a higher Limit of Insurance for Outdoor Signs is shown in the Declarations.
- (2) We will not pay for loss or damage caused by or resulting from:
  - a. Wear and tear
  - b. Hidden or latent defect
  - c. Rust
  - d. Corrosion
- (3) The Detached Outdoor Signs coverage is subject to all of the exclusions, terms, and conditions applicable to this policy.

#### Property Off Premises

The limit given under CP 00 10 06 07, section 5, Coverage Extensions, (3)(d) Property Off Premises is increased by the limit set forth in the Elite Property Enhancement Coverages Summary.

# Personal Property of Others

The limit under CP 00 10 06 07, Coverage A., section c., Personal Property of Others is increased by the limit set forth in the Elite Property Enhancement Coverages Summary.