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

# **EQUIPMENT BREAKDOWN CAUSE OF LOSS**

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - SPECIAL FORM

### **SCHEDULE**

		Higher Sub-limit*	
Premises Number	Building Number	Ammonia Contamination	Hazardous Substance Other Than Ammonia
		\$	\$
		\$	\$

\*Leave blank if sub-limit of up to \$25,000 applies. If higher sub-limit is shown in the Schedule, the higher sub-limit applies instead.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## A. Equipment Breakdown

The following is added as a Covered Cause of Loss under the Causes Of Loss – Special Form with respect to the premises described in the Schedule:

"Breakdown" Of "Covered Equipment"

All terms and conditions of the Causes Of Loss – Special Form apply to "breakdown" of "covered equipment", except as otherwise provided in this endorsement.

## **B. Exclusions**

With respect to the coverage provided by this endorsement:

- Exclusion B.2.a., relating to artificially generated electrical, magnetic and electromagnetic energy, does not apply, except that we will not pay for loss or damage caused by or resulting from a high-altitude release of electromagnetic energy;
- **2.** Exclusion **B.2.d.(6)**, relating to mechanical breakdown, does not apply;
- **3.** Exclusion **B.2.e.**, relating to explosion of steam boilers, steam pipes, steam engines and steam turbines, does not apply;

## **4.** The following exclusion is added:

We will not pay for loss or damage to "covered equipment" undergoing a pressure or electrical test. However, we will pay for loss or damage caused by resulting fire or explosion.

- **5.** Exclusions **B.2.d.(1)** and **B.2.d.(2)** are replaced by the following exclusions:
  - (1) Wear and tear, however if a "breakdown" occurs we will pay for the resulting loss or damage.
  - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself. However, if a "breakdown" occurs we will pay for the resulting loss or damage.

## C. Limitations

With respect to the coverage provided by this endorsement:

- **1.** Limitation **C.1.a.,** relating to steam boilers, steam pipes, steam engines and steam turbines, does not apply;
- 2. Limitation C.1.b., relating to hot water boilers and other water heating equipment, does not apply.

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#### D. Limit Of Insurance And Deductible

- Coverage for direct physical loss or damage is subject to the Limit of Insurance and Deductible otherwise applicable to the "covered equipment" as Covered Property. Coverage under this endorsement does not increase such Limit of Insurance and therefore is not additional insurance.
- 2. If coverage at the described premises includes the Business Income (With Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form or Extra Expense Coverage Form, any covered business income loss or extra expense attributable to the "breakdown" of "covered equipment" is subject to the Limit of Insurance and waiting period otherwise applicable to the described premises under such Coverage Form. Coverage under this endorsement does not increase such Limit of Insurance and therefore is not additional insurance.
- 3. If an initial "breakdown" causes other "breakdowns", all will be considered to be one occurrence. All "breakdowns" at a site containing one or more described premises, that manifest themselves at the same time and are the direct result of the same cause, will be considered to be one occurrence.
- 4. Unless otherwise indicated in the Schedule, the most we will pay for direct physical loss or damage by Ammonia Contamination or Hazardous Substance as a result "breakdown" of "covered equipment" is 10% of the Limit of Insurance applicable to the "covered equipment" as Covered Property, or \$25,000, whichever is less. If a higher sub-limit is shown in the Schedule, that sub-limit applies instead. The applicable sub-limit applies separately to Ammonia Contamination and Hazardous Substance. Amounts payable for Ammonia Contamination and Hazardous Substance do not increase the applicable Limit of Insurance. Therefore the most we will pay for the total of all direct physical loss or "breakdown" damage resulting from "covered equipment", including Ammonia Contamination and Hazardous Substance, is the applicable Limit of Insurance.

Ammonia Contamination and Hazardous Substance have the following meanings with respect to the coverage under this endorsement:

## a. Ammonia Contamination

Spoilage of Covered Property contaminated by ammonia, including salvage expense.

#### b. Hazardous Substance

Cost incurred by you for the cleanup, repair, replacement or disposal of Covered Property that is damaged, contaminated or polluted by a hazardous substance, meaning any substance other than ammonia that has been declared to be hazardous to health by a government agency.

# E. Suspension

Whenever any "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a "breakdown" to that "covered equipment". This can be done by delivering or mailing a written notice of suspension to your last known address or the address where the "covered equipment" is located, or as otherwise required by applicable law concerning notification of suspension.

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 the premium attributable to this endorsement. But the suspension will be effective even if we have not yet paid or offered a refund.

## F. Definitions

The following definitions apply to the coverage provided under this endorsement:

- 1. "Breakdown":
  - a. Means the following direct physical loss that causes damage to "covered equipment" and necessitates its repair or replacement:
    - Failure of pressure or vacuum equipment;
    - (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
    - (3) Electrical failure including arcing; unless such loss or damage is otherwise excluded.
  - **b.** Does not mean or include:
    - (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
    - (2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to "covered equipment";

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- (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (4) Damage to any vacuum tube, gas tube, or brush:
- (5) Damage to any structure or foundation supporting the "covered equipment" or any of its parts;
- **(6)** The functioning of any safety or protective device; or
- (7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

## 2. "Covered equipment":

- a. Means and includes:
  - Equipment built to operate under internal pressure or vacuum other than weight of contents;
  - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;
  - (3) Communication equipment; and
  - (4) Computer equipment, that is, your programmable electronic equipment that is used to store, retrieve and process data, and associated peripheral equipment that provides communication input and output functions or auxiliary functions.
- **b.** Does not mean or include any:
  - (1) Data, that is, programmed or recorded material stored on media, and programming records used for electronic data processing or electronically controlled equipment;
  - (2) Media, including but not limited to media on which data is or can be stored, data processing media, transmission media, and data and program software;

- (3) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- (4) Insulating or refractory material, but not excluding the glass lining of any "covered equipment";
- (5) Catalyst;
- (6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- (7) Vehicle, aircraft, self-propelled equipment or floating vessel including any "covered equipment" that is mounted upon or used solely with any one or more vehicle(s), aircraft, selfpropelled equipment or floating vessel;
- (8) Dragline, excavation, or construction equipment, including any "covered equipment" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;
- (9) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, nonmetal part or any part or tool subject to periodic replacement;
- (10) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic, dental or pathological purposes including any "covered equipment" that is mounted upon or used solely with any one or more machine(s) or apparatus; or
- (11) Equipment or any part of such equipment manufactured by you for sale.

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