

POLICY AMENDATORY ENDORSEMENT

The policy is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

PROPERTY COVERAGES

ADDITIONAL DEFINITIONS

1. Definition 3. is deleted and replaced by the following:
 3. "Dependent locations" mean locations within the "basic territory" operated by others that "your" business relies upon as:
 - a. contributing locations. Contributing locations deliver materials or services to "your" business. However, contributing locations do not include water suppliers, communication suppliers, power suppliers, or wastewater removal services;
 - b. recipient locations. Recipient locations receive "your" products;
 - c. leader locations. Leader locations attract customers to "your" business; or
 - d. manufacturing locations. Manufacturing locations make products for delivery to "your" customers under contract of sale.
2. Definition 4. is deleted and replaced by the following:
 4. "Earth movement" --

- a. For the purposes of this definition, earth includes but is not limited to ground, soil, sediments, substrates, and strata.
 - b. "Earth movement" means the movement of earth, including the following:
 - 1) earthquake, earth tremor, or earth temblor, including any aftershocks, whether manifested in shaking, ground displacement, or otherwise;
 - 2) soil liquefaction, whether or not caused by earthquake, earth tremor, or earth temblor;
 - 3) eruption, explosion, or effusion of a volcano, including shaking or ground rupture before, during, or after a volcanic eruption, explosion, or effusion;
 - 4) landslide, including the movement of material present in or carried or otherwise moved by landslide;
 - 5) mine subsidence, whether or not the man-made mine is currently in use; or
 - 6) any other movement of earth, including its sinking (other than "sinkhole collapse"), shifting, contracting, or rising, including, but not limited to:
 - a) erosion, expansion, or shrinking;
 - b) freezing or thawing;
 - c) soil compaction; and
 - d) movement caused by water under the surface of the ground;
- that causes cracking, settling, or shifting of covered property.

- c. "Earth movement" also means the movement of earth resulting from any act, error, or omission, whether or not on the covered property. This includes, but is not limited to:
- 1) construction or excavation;
 - 2) blasting or vibration from any source;
 - 3) hydraulic fracturing, mining, drilling, geothermal energy extraction, or any other process for extracting gas, heat, minerals, oil, steam, water, or any other natural resource, substance, or material from under the surface of the ground;
 - 4) injecting any natural resource, substance, or material, including but not limited to water and wastewater, under the surface of the ground;
 - 5) storing any natural resource, substance, or material, including but not limited to carbon dioxide, under the surface of the ground; or
 - 6) any combination of the activities described in items 1) through 5) above.
3. In the BP 0200 only, definition 12. is deleted and replaced by the following:
12. "Specified perils" means:
- a. aircraft;
 - b. civil commotion;
 - c. explosion;
 - d. falling objects. However, falling objects does not include loss or damage to personal property in the open or to the interior of buildings or structures or personal property inside buildings or structures unless the exterior of the roof or walls are first damaged by a falling object;
 - e. fire;
 - f. hail;
 - g. leakage from fire extinguishing equipment;
 - h. lightning;
 - i. riot;
 - j. "sinkhole collapse";
 - k. smoke;
 - l. sonic boom;
 - m. vandalism;
 - n. vehicles;
 - o. "volcanic action";
 - p. water damage. Water damage means:
 - 1) the sudden or accidental discharge or leakage of water or steam as the direct result of a breaking or cracking of a part of the system or appliance containing the water or steam; or
 - 2) the sudden or accidental discharge or leakage of water or waterborne materials as the direct result of a breaking or cracking of a water or sewer pipe that is part of a municipal sanitary sewer system that is located off the described premises and is caused only by wear and tear.
- To the extent that water damage is caused by the breaking or cracking described in p.1) or p.2) above, the exclusions for:
- a) surface water; and
 - b) water below the surface of the ground;
- set forth in the Water exclusion under Perils Excluded do not apply.

- q. weight of ice, snow, or sleet; or
- r. windstorm;

all except as excluded or limited.

4. The following definition is added:

"Secondary dependent locations" mean locations within the "basic territory" that are not owned or operated by a "dependent location" and that:

- a. supply services or materials to a "dependent location" that are used by the "dependent location" in supplying services or materials to "you"; or
- b. receive products from a "dependent location" that receives "your" products.

An airfield, bridge, pipeline, road, tunnel, waterway, or any other similar location is not a "secondary dependent location".

Any location that supplies any of the following services is not a "secondary dependent location" with respect to such services:

- 1) water supply;
- 2) wastewater removal;
- 3) communication supply; or
- 4) power supply.

PROPERTY COVERED

The first paragraph under Coverage B -- Business Personal Property is deleted and replaced by the following:

This means "your" business personal property in or on the buildings and structures described on the "declarations" or in the open (or in vehicles) on or within 100 feet of the described premises and for which a "limit" is shown on the "declarations".

When the premises described on the "declarations" is only a portion of a building or structure, this also means "your" business personal property that is in the open (or in vehicles) within 100 feet of such building or structure and for which a "limit" is shown on the "declarations". This includes:

PROPERTY NOT COVERED

1. Item 5. is deleted and replaced by the following:

5. **Data Records And Programs** -- "We" do not cover "data records", "programs and applications", or "proprietary programs".

This does not include:

- a. pre-packaged "software" that "you" hold for sale; or
- b. "data records", "programs and applications", or "proprietary programs" that are integrated in to operate or control the building's HVAC, lighting, elevator, or security system.

2. Item 6.c. is amended to include the following:

This does not include lawns that are part of a vegetated roof.

3. Item 9. is amended to include the following:

This does not include trees, shrubs, or plants that are part of a vegetated roof.

ADDITIONAL PROPERTY EXCLUDED AND LIMITATIONS

1. In the BP 0200 only, item 5. is deleted and replaced by the following:
 5. **Interior Of Building Or Structure** --
"We" do not cover loss or damage to the interior of any building or structure, or to personal property located in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand, or dust, whether driven by wind or not.

However, "we" do cover loss or damage to the interior of any building or structure, and to personal property located in the building or structure:
 - a. caused by or resulting from:
 - 1) rain;
 - 2) snow;
 - 3) sleet;
 - 4) ice;
 - 5) sand; or
 - 6) dust;that enters through a roof or wall that has been damaged by a covered peril; or
 - b. if the loss or damage is caused by or results from thawing of snow, sleet, or ice on the building or structure.

2. In the BP 0200 only, item 6. is deleted and replaced by the following:
 6. Jewelry, Watches, Jewels, Pearls, Precious Stones, Or Metals -- Unless a higher "limit" for this coverage is shown on the "declarations", "we" do not pay more than \$2,500 total in any one occurrence for loss by theft of jewelry; watches; watch movements; jewels; pearls; precious or semi-precious stones; bullion, gold, silver, or other precious alloys or metals; or items consisting primarily of precious metals.

However, this limitation does not apply to jewelry or watches worth \$100 or less per item.

3. In the BP 0200 only, the following is added:

Lawns, Trees, Shrubs, Or Plants That Are Part Of A Vegetated Roof -- "We" do not cover loss or damage to lawns, trees, shrubs, or plants that are part of a vegetated roof caused by or resulting from:

- a. changes in or extremes of temperature;
- b. disease;
- c. dryness or dampness of atmosphere or vegetation soil; or
- d. rain, snow, sleet, ice, frost, or hail.

ADDITIONAL COVERAGES

1. Debris Removal is deleted and replaced by the following:

Debris Removal -- "We" pay the cost to remove the debris of covered property and other debris located on the described premises if the debris is caused by a covered peril that occurs during the policy period.

 - a. **Restrictions** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water;
 - 2) remove any property that is listed under Property Not Covered;
 - 3) remove any property addressed in item 3. Trees, Shrubs, And Plants under Extensions Of Coverage;
 - 4) remove property of others that would not be considered covered property under this policy;
 - 5) remove mud or earth deposits from the grounds located on the described premises; or
 - 6) remove, restore, or replace polluted land or water.

b. **Coverage Limits --**

- 1) When there is direct physical loss or damage to "your" covered property, "we" do not pay more under this coverage than 25% of the amount "we" pay for the direct physical loss or damage, plus 25% of the applicable deductible. "We" do not pay more for loss or damage to property and debris removal combined than the "limit" for the damaged property.

Unless a higher "limit" for this coverage is shown on the "declarations", "we" pay an additional amount of debris removal expense up to \$25,000 when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or damage plus 25% of the deductible or when the loss or damage to property and debris removal combined exceeds the "limit" for the damaged property.

- 2) When there is no direct physical loss or damage to "your" covered property, the most "we" pay to remove the debris of other property is \$5,000 per premises.

- c. **Time Limitation --** "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss or damage.

2. Fire Department Service Charges is deleted and replaced by the following:

Fire Department Service Charges -- When the fire department is called to save or protect covered property from a covered peril, "we" pay fire department service charges for which "you" are liable under any local ordinance, or have assumed by contract or agreement prior to the loss.

Coverage Limit -- Unless a higher "limit" for this coverage is shown on the "declarations", the most "we" pay under this coverage for charges incurred at each described premises per occurrence is \$2,500. The number of responding fire departments or the types of services performed does not increase the "limit" above. No deductible applies.

3. Under Limited Fungus And Related Perils, item a., Restriction is deleted and replaced by the following:

Restrictions --

- a. This additional coverage applies only if all reasonable steps were taken to protect the property at and after the time of the occurrence.
- b. This additional coverage does not apply to lawns, trees, shrubs, or plants that are part of a vegetated roof.

EXTENSIONS OF COVERAGE

1. Under extensions of Coverage A -- Buildings, item 3. Trees, Shrubs, and Plants is deleted and replaced by the following:
3. **Trees, Shrubs, And Plants --** "We" pay for direct physical loss or damage to "your" outdoor trees, shrubs, and plants, including the cost of debris removal. This includes the cost to remove outdoor trees, shrubs, and plants belonging to others from the described premises.

Restrictions --

- a. "We" only cover loss caused by aircraft, civil commotion, explosion, fire, lightning, or riot.
- b. This coverage does not apply to trees, shrubs, and plants that are part of a vegetated roof.

- c. If "you" are a tenant, this coverage does not include the expense of removing the debris of trees, shrubs, and plants that are owned by "your" landlord located on the described premises.

Coverage Limits -- Unless a higher "limit" for this coverage is shown on the "declarations", the most "we" pay under this coverage is \$2,500, subject to a \$1,000 "limit" for any one tree, shrub, or plant.

- 2. Under extensions of Coverage B -- Business Personal Property, item 4., Restrictions, the following is added:

"We" do not pay for loss or damage to:

- 1) pre-packaged "software" that "you" hold for sale; or
- 2) "data records", "programs and applications", or "proprietary programs" that are integrated in to operate or control the building's HVAC, lighting, elevator, or security system.

- 3. Under extensions of Coverage B -- Business Personal Property, the following is added:

Business Personal Property - Portable Storage Units -- "We" pay for direct physical loss or damage to covered Business Personal Property stored temporarily in a portable storage unit or detached trailer located on or within 100 feet of the described premises or on or within 100 feet of the building or structure in which the described premises is located.

Restrictions -- "We" do not pay for loss or damage:

- a. that occurs more than 90 days after the business personal property is first stored in the portable storage unit or detached trailer;

- b. if the portable storage unit or detached trailer itself has been in use for more than 90 consecutive days on the described premises;
- c. to business personal property stored temporarily in a portable storage unit or detached trailer caused by or resulting from rain, snow, sleet, ice, sand, or dust, whether driven by wind or not.

However, "we" do cover direct physical loss or damage to personal property stored temporarily in a portable storage unit or detached trailer:

- 1) caused by or resulting from:

- a) rain;
- b) snow;
- c) sleet;
- d) ice;
- e) sand; or
- f) dust;

that enters through a roof or wall that has been damaged by a covered peril; or

- 2) caused by or resulting from thawing of snow, sleet, or ice on the portable storage unit or detached trailer;

- d. otherwise covered under this policy or endorsement to this policy; or
- e. to the portable storage unit or detached trailer itself.

Coverage Limit -- Unless a higher "limit" for this coverage is shown on the "declarations", the most "we" pay under this coverage per occurrence is \$10,000, regardless of the number of portable storage units or detached trailers.

COVERAGE C -- LOSS OF INCOME

1. Under Restrictions, item a. in the BP 0100 and item b. in the BP 0200 is deleted and replaced by the following:

The Loss of Income coverages apply only when the loss or damage to real or personal property occurs at the described premises or in the open (or in vehicles) within 100 feet of the described premises.

When "you" occupy only a portion of a building, "your" described premises is the portion of the building "you" rent, lease, or occupy and any area of the building or described premises that provides services or access to "your" described premises. With respect to personal property in the open (or in vehicles), "your" described premises also includes the area within 100 feet of the building.

2. Under Loss Of Income Coverage Extensions, item 4.a. is deleted and replaced by the following:
 - a. the end of 60 consecutive days (unless otherwise shown on the "declarations"); or
3. Under Additional Loss Of Income Coverages, item 2. is deleted and replaced by the following:

2. **Earnings From Dependent Locations**
-- "We" pay "your" loss of Earnings and Extra Expenses due to direct physical loss or damage to real or personal property at a "dependent location" or "secondary dependent location" caused by a covered peril.

Restrictions -- "We" do not pay for "your" loss of earnings and extra expenses when the only loss to property at the "dependent location" or "secondary dependent location" is loss or damage to "software". If the "dependent location" or "secondary dependent location" sustains loss or damage to "software" and other

property, loss of earnings and extra expenses coverage will not continue once the other property is repaired, rebuilt, or replaced.

"We" will reduce the amount of "your" loss, other than extra expenses, to the extent "you" can resume "your" business by using other available sources or materials or outlets for "your" products.

If "you" do not resume "your" business, or do not resume "your" business as soon as possible, "we" will pay based on the length of time it would have taken to resume "your" business as soon as possible.

Coverage Period --

- a. This additional loss of income coverage:
 - 1) begins 72 hours after the time of direct physical loss or damage caused by a covered peril at the "dependent location" or "secondary dependent location"; and
 - 2) ends on the date that the property at the "dependent location" or "secondary dependent location" should be rebuilt, repaired, or replaced using reasonable speed and materials of similar quality.
- b. The coverage period does not include any increase in time due to the enforcement of any code, ordinance, law, or decree that regulates or requires:
 - 1) the construction, use, repair, or demolition of any property; or
 - 2) that "you" or anyone else test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants" or "fungus or related perils".

The coverage period is not limited by the expiration date of the policy.

Coverage Limit -- Unless a higher "limit" for this coverage is shown on the "declarations", the most "we" pay under this coverage for any one loss is \$5,000.

PERILS COVERED

1. In the BP 0100 only, the second paragraph is deleted and replaced by the following:

"We" cover direct physical loss or damage caused by a peril that is shown below.

2. In the BP 0200 only, the second paragraph is deleted and replaced by the following:

"We" cover direct physical loss or damage unless the loss is limited or caused by a peril that is excluded.

3. In the BP 0100 only, the following restriction is added to item 12.:

"We" do not pay for loss or damage caused directly or indirectly by hail to lawns, trees, shrubs, or plants that are part of a vegetated roof.

PERILS EXCLUDED

1. The following is added to exclusion 2.:

This exclusion applies whether or not:

- a. the "earth movement" results from manmade or natural causes;
- b. the cause of the "earth movement" originates on or under covered property; or

- c. the "earth movement" results from activities being performed at "your" request or for "your" benefit.

2. Exclusion 9.b.1) is deleted and replaced by the following:

- 1) applies whether the water or the material carried or moved by water described under items a.1) through a.5) above results from manmade or natural causes; and
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ADDITIONAL EXCLUSIONS

The last paragraph of exclusion 4. in the BP 0100 and the last paragraph of exclusion 5. in the BP 0200 is deleted and replaced by the following:

However, this exclusion does not apply to acts of destruction of property by "your" "employees" or authorized representatives, or to accounts receivable and "valuable papers and records" in the custody of carriers for hire. Theft by "employees" or authorized representatives is not covered.

OPTIONAL PROPERTY COVERAGES

Under Employee Dishonesty, item c.2), the following is added:

- g) resulting from theft or any other dishonest act by an "employee", if "you" or any of "your" partners, directors, trustees, joint venturers, members, or managers, not in collusion with the "employee", discovered prior to the effective date of this policy that the "employee" had committed theft or any other dishonest act prior to the effective date of this policy.

COMMERCIAL LIABILITY COVERAGES

Under Coverage L -- Bodily Injury Liability And Property Damage Liability, the following exclusions are revised:

1. Exclusion i. is deleted and replaced by the following:
 - i. "We" do not pay for "bodily injury" or "property damage" for which any "insured" may be held liable by reason of:
 - 1) causing or contributing to the intoxication of a person;
 - 2) the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age;
 - 3) a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages;
 - 4) negligence or other wrongdoing in the supervision, hiring, retention, or training of another person, if the "bodily injury" or "property damage" is attributed, in whole or in part, to a reason set forth under 1), 2), or 3) above; or

- 5) any act or omission in furnishing or failing to furnish transportation for, detaining or failing to detain, or providing or failing to provide for the well-being of any person who is or who may be under the influence of alcohol, if the "bodily injury" or "property damage" is attributed, in whole or in part, to a reason set forth under 1), 2), or 3) above.

This exclusion applies only if "you" are in the business of manufacturing, distributing, furnishing, selling, or serving alcoholic beverages. The practice of allowing a person to bring alcoholic beverages onto "your" premises for consumption there, in and of itself, does not mean that "you" are in the business of furnishing, selling, or serving alcoholic beverages, even if such practice involves charging a fee or requires obtaining a license.

2. Exclusion x. is deleted and replaced by the following:
 - x. "We" do not pay for any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

However, this exclusion does not apply to any loss, cost, expense, or "damages" due to "bodily injury".

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