

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOOD AND BEVERAGE PLUS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

Schedule of Coverages	
Coverage	Limit of Insurance
Fire Department Service Charge	\$2,000
Additional Coverage - Electronic Data	\$10,000
Limited Drain Back-Up Coverage	\$2,500
Food Contamination Costs	\$2,500
Spoilage Coverage	\$5,000
Personal Effects and Property of Others Extension	\$10,000
Valuable Papers and Records	\$10,000
Outdoor Property	\$10,000 (\$250 per tree, shrub or plant)
Accounts Receivable	\$10,000
Employee Dishonesty	\$5,000
Money and Securities	\$5,000 on premises, \$2,500 elsewhere
Extra Expense	\$1,000
Business Fine Arts	\$2,500
Outdoor Signs	\$10,000

A. ADDITIONAL COVERAGES

1. The following replaces Paragraph **4.c.** of Section **A. COVERAGE** of the Building and Personal Property Coverage Form:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$2,000 for service at each premises described in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

2. The following replaces the first sentence of Paragraph **4.f.(4)** of Section **A. COVERAGE** of the Building and Personal Property Coverage Form:

The most we will pay under this Additional Coverage - Electronic Data is \$10,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved.

3. The following coverage is added to the Building and Personal Property Coverage Form:

Limited Drain Back-Up Coverage

- a. Covered Causes of Loss and "specified causes of loss" are extended to include Drain Back-Up, meaning water or sewage that backs up or overflows from any drains within a building.
 - b. Exclusion **B.1.g.(3)** does not apply to this coverage. But we will not pay for loss or damage caused by or resulting from:
 - (1) The emanation of water or sewage from a sump or similar device designed to prevent overflow or seepage or leakage of subsurface water; or
 - (2) The emanation of water or sewage from any drain that is itself directly or indirectly caused by or the result of:
 - (a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
 - (b) Mudslide or mudflow;
 - (c) Water under the ground surface pressing on, or flowing or seeping through:
 - (i) Foundations, walls, floors or paved surfaces;
 - (ii) Basements, whether paved or not; or
 - (iii) Doors, windows or other openings;
 - or
 - (d) Waterborne material carried or otherwise moved by any water excluded in **b.(1)**, **b.(2)(a)** or **b.(2)(c)** above, or carried or otherwise moved by mudslide or mudflow.
 - (3) The emanation of water or sewage from any drain that results from an insured's failure to perform any maintenance or repair necessary to keep the drain free from obstructions.
- c. The most we will pay for loss or damage caused directly or indirectly by Drain Back-Up in any one occurrence under this coverage is \$2,500. This limit is part of, and not in addition to, the Limits of Insurance provided in this Coverage Part. Amounts payable under any coverage, including any Additional Coverage or Coverage Extension, do not increase this limit.

4. The following coverage is added to the Additional Coverages section of the Business Income (and Extra Expense) Coverage Form.

Food Contamination Costs

- a. If a "public health authority" requires that your "operations" be suspended due to discovery of, suspicion of, or exposure to "food contamination" at your described premises to which this Coverage Form applies, we will pay for the following:
 - (1) The actual loss of Business Income you sustain until the "suspension" is lifted by the "public health authority";
 - (2) Your costs to clean and sanitize your machinery and equipment as directed by the "public health authority";
 - (3) Your costs to replace your food declared contaminated by the "public health authority";

- (4) The extra costs of advertising including, the expense of telephone, radio, television, newspaper and other media announcements;
 - (5) All reasonable expenses incurred by you for inoculations and similar measures which are taken to prevent the spread of "communicable disease" transmitted to persons through ingestion of your food product; and
 - (6) Your expense to provide necessary medical tests or vaccinations for your employees who are potentially infected by the "food contamination". However, we will not pay for any expense that is covered under a Workers' Compensation policy.
- b. The most we will pay under this Additional Coverage for the sum of all covered loss and expenses during each separate 12-month period of this policy is \$2,500, regardless of the number of occurrences or described premises involved.
- c. With respect to this Additional Coverage, the following definitions are provided:

"Communicable Disease" means a viral or bacterial microorganism that induces or is capable of inducing physical illness or disease.

"Food Contamination" means a condition in food, which has caused or is suspected of causing food poisoning of one or more of your patrons. Such "food contamination" must result from:

- (1) Tainted food purchased by you;
- (2) Food that has been improperly processed, stored, handled or prepared in the course of your "operations"; or
- (3) A "communicable disease" transmitted by one or more of your employees.

"Public Health Authority" means any governmental authority having jurisdiction over your "operations" relating to health and hygiene standards necessary to protect the general public.

"Suspension" means the period of time that begins with the notification from the "public health authorities" that your "operations" are to be temporarily closed and ends with the notification from the same "public health authority" that your "operations" can be resumed.

5. The following Additional Coverage is added to Section **A. Coverage** of the Building and Personal Property Coverage Form:

Spoilage Coverage

- a. We will pay for the loss of "perishable stock" as described below caused by:
- (1) A change in temperature or humidity resulting from mechanical breakdown or failure of refrigeration, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises;
 - (2) Contamination by a refrigerant; and
 - (3) Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- b. The most we will pay for loss under this Additional Coverage is \$5,000.
- c. The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.

d. Under this Additional Coverage, only the following Exclusions contained in Paragraph **B.1.** of the Causes of Loss Form apply to this Additional Coverage:

- (1) Earth movement;
- (2) Governmental action;
- (3) Nuclear hazard;
- (4) War and military action;
- (5) Water;

e. The following exclusions are added with respect to this Additional Coverage:

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

- (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
- (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
- (3) The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (a) Lack of fuel; or
 - (b) Governmental order;
- (4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and
- (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

f. With respect to this Additional Coverage, the following definitions are provided:

"**Perishable stock**" means personal property:

- a. Maintained under controlled conditions for its preservation; and
- b. Susceptible to spoilage or decay if the controlled conditions change.

B. COVERAGE EXTENSIONS

1. The following replaces the last paragraph of Paragraph **5.b.** of Section **A. COVERAGE** of the Building and Personal Property Coverage Form:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. The following replaces the first sentence of Paragraph **5.c.(4)** of Section **A. COVERAGE** of the Building and Personal Property Coverage Form:

Under this Extension, the most we will pay to replace or restore the lost information is \$10,000 at each described premises, unless a higher limit is shown in the Declarations.

3. The following replaces Paragraph **5.e.** of Section **A. COVERAGE** of the Building and Personal Property Coverage Form:

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion
- (4) Riot or Civil Commotion;
- (5) Aircraft;
- (6) Wind;
- (7) Hail;
- (8) Smoke;
- (9) Vehicles;
- (10) Vandalism;
- (11) Breakage of Glass;
- (12) Falling Objects; or
- (13) Water Damage

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

4. The following Coverage Extensions are added to Paragraph 5. of Section A. **COVERAGE** of the Building and Personal Property Coverage Form:

g. Accounts Receivable

You may extend the insurance that applies to your Business Personal Property to apply to the following loss and expenses resulting from direct physical loss or damage by a Covered Cause of Loss to your records of accounts receivable:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
- (4) Other reasonable expenses that you incur to reestablish your records of accounts receivable.

The most we will pay under this Coverage Extension is \$10,000 at each described premises.

h. Employee Dishonesty

- (1) We will pay for direct physical loss or damage to Business Personal Property and "money" and "securities" resulting directly from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or any of your partners) 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 any employee or any other person or organization.
- (2) We will not pay for loss or damage:
 - (a) Resulting from the dishonest act of any employee if coverage for that employee was either cancelled or excluded from any previous insurance policy of yours providing employee dishonesty coverage.

- (b)** The only proof of which as to its existence or amount is an inventory computation or a profit and loss computation.
- (3)** All loss or damage caused by one or more employees or involving a single act or series of related acts is considered one occurrence.
- (4)** 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.
- (5)** This Coverage Extension is cancelled as to any employee immediately upon discovery by:
 - (a)** You; or
 - (b)** Any of your partners, officers or directors not in collusion with the employee;
of any fraudulent dishonest act committed by that employee before or after being employed by you.
- (6)** We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- (7)** The most we will pay under this Extension is \$5,000.
- (8)** When Special Causes of Loss is shown in the Declarations, Paragraph **B.2.h.** in the Causes of Loss - Special Form does not apply to this Coverage Extension.

i. Money and Securities

We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting from:

- (1)** Theft;
- (2)** Disappearance; or
- (3)** Destruction.

We will not pay for loss:

- (1)** Resulting from accounting or arithmetical errors or omissions;
- (2)** Due to the giving or surrendering of property in any exchange or purchase; or
- (3)** Of property contained in any "money"-operated device, unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

The most we will pay under this Extension for loss in any one occurrence is:

- (1)** \$5,000 for "money" and "securities" while:
 - (a)** In or on the described premises; or
 - (b)** Within a bank or savings institution; and
- (2)** \$2,500 for "money" and "securities" while anywhere else.

All loss caused by one or more persons, or involving a single act or series of related acts is considered one occurrence.

You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

The following definitions are added with respect to this coverage.

- (1) "Money" means currency, coins and bank notes in current use and having a face value, and travelers checks, register checks and money orders held for sale to the public.
- (2) "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes tokens, tickets, revenue and other stamps in current use, and evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.

j. Extra Expense

You may extend the insurance that applies under this Coverage Form to the actual and necessary expenses you incur to resume normal business operations interrupted as a result of direct physical loss or damage to Covered Property at a premises described in the Declarations by a Covered Cause of Loss.

This Coverage Extension does not apply to loss caused by or resulting from the enforcement of any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants".

The most we will pay under this Extension is \$1,000.

k. Fine Arts

You may extend the insurance that applies to your Business Personal Property to apply to "fine arts". Payment will be on a "market value" basis.

Unless a higher limit is indicated in the Schedule, the most we will pay under this Additional Coverage for loss or damage to your business "fine arts" in any one occurrence is \$2,500.

The following definition is added with respect to this coverage.

- (1) "Fine arts" means paintings, drawings, lithographs, rugs, tapestries, statuary, bronzes, porcelains, marbles, antique furniture, rare books and other bona fide items of artistic merit.
- (2) "Market value" means the price which the property might be expected to realize prior to loss or damage if offered for sale in a fair market on the date the loss or damage occurred, the cost of reasonable restoration of the property or the replacement of the property with substantially the same property, whichever is less.

C. The second sentence in the **LIMITS OF INSURANCE** section of the Building and Personal Property Coverage Form is replaced by the following:

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$10,000 per sign in any one occurrence.