

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY BROADENING FORM – COVERAGE FORM A

This form modifies coverage provided under:

Building and Personal Property Form CP 0010 1012
Condominium Association Coverage Form CP 0017 1012

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties and what is and is not covered. Throughout this form, the words “you” and “your” refer to the Named Insured shown in the Declarations. 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 V- DEFINITIONS.

I. COVERAGE

We will pay for direct physical loss of or damage to Covered Property described in this Form caused by or resulting from any Covered Cause of Loss.

SCHEDULE	LIMIT OF INSURANCE	AMENDED LIMIT OF INSURANCE
A. Accounts Receivable	\$ 25,000	\$
B. Valuable Papers and Records	\$ 25,000	\$
C. Business Income and Extra Expense	\$ 25,000	\$
D. Property of Others	\$ 25,000	\$
E. Fine Arts	\$ 15,000	\$
F. Outdoor Signs	\$ 5,000	\$
G. Money and Securities	\$10,000 (on premises)	\$
	\$10,000 (off premises)	\$
H. Employee Dishonesty	\$ 25,000	\$
I. Food Spoilage	\$ 25,000	\$
J. Ordinance or Law Coverage A, B C		
Coverage A	Included within the Limit of Insurance in the Declarations	
Coverage B	\$100,000	\$
Coverage C	\$100,000	\$
K. Electronic Data	\$ 10,000	\$
L. Fire Department Service Charge	\$ 5,000	\$

M. Debris Removal	\$ 10,000	\$
N. Pollutant Clean Up and Removal	\$ 25,000	\$
O. Backup of Sewers and Drains/Water Damage	\$ 25,000	\$
P. Underground Irrigation System	\$ 25,000	\$
Q. Newly Acquired or Constructed Property Building	\$500,000	\$
Business Personal Property	\$100,000	\$
R. Fire Extinguisher/ Fire Suppression System Recharge	\$2,500	\$
S. Peak Season Increase	\$25,000	\$
T. Outdoor Property	\$100,000	\$

II. DEDUCTIBLE

Each loss shall be adjusted separately, and from the amount of such adjusted loss, the sum of \$5,000.00 (unless otherwise indicated) shall be deducted for all coverage listed under **Section I COVERAGE**.

Optional Deductible: \$_____

III. CONDITIONS

- A.** The provisions of the Building and Personal Property Coverage Form CP 0010 1012 and/or Condominium Association Coverage Form CP 0017 1012 and Causes of Loss - Special Form CP 1030 1012 apply. Commercial Property Conditions CP 0090 0788 and all other conditions, exclusions and limitations contained in the policy to which this Form is attached also apply except as otherwise provided in this endorsement
- B.** If any of the property covered by this Form is also covered under any other provisions of the policy of which this Form is made a part or elsewhere in this Form, you, in the event of loss or damage, may elect to make claim under such other provisions, in which case none of the provisions of this Form are applicable, or under provisions of this Form, in which case coverage as provided by this Form becomes sole coverage on such property. If more than one coverage under this form applies to property that has been damaged from one occurrence, you may choose only one of these coverages to apply to that loss. The most we will pay is the limit applicable to the coverage chosen.
- C.** Valuation. Unless otherwise indicated on this Form, we shall not pay more than the actual cash value of the property, with proper deduction for the depreciation, at the time of loss or damage or the limit shown in Section I. Payment shall never exceed the cost to repair or replace with similar property of like kind and quality.
- D.** The total amount payable in any one occurrence shall not exceed the Limit of Insurance specified on the Schedule of this Form, regardless of the number of locations insured.

IV. COVERED PROPERTY

A. Accounts Receivable

a. We will pay:

- (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 loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

That result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

b. In Addition to the paragraph B. Exclusion, we will not pay for:

- (1) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
- (2) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
- (3) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

c. The most we will pay under this coverage for loss or damage in any one occurrence is the amount shown in Section I.

B. Valuable Papers and Records (other than Electronic Data)

a. Covers direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information or valuable papers and records for which duplicates do not exist.

b. This Extension does not apply to:

- (1) Property held as samples or for delivery after sale;
- (2) Property in storage away from the premises shown in the Declarations.

c. The most we will pay under this coverage is the amount shown in Section I.

C. Business Income and Extra Expense

a. We will pay for the actual loss of Business Income and Extra Expense you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to Covered Property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

We will pay only for loss or Business Income and Extra Expense that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage.

b. Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
- (2) Continuing normal operating expenses incurred, including payroll.

c. Ordinary payroll expenses mean payroll expenses for all your employees except:

- (1) Officers;
- (2) Executives;
- (3) Department managers;
- (4) Employees under contract; and
- (5) Additional exemptions shown in the Declarations as:
 - (i) Job Classifications; or
 - (ii) Employees.

d. Ordinary payroll expenses include:

- (1) Payroll;
- (2) Employee benefits, if directly related to payroll;
- (3) FICA Payments you pay;
- (4) Union dues you pay; and
- (5) Workers' compensation premiums

e. Extra Expense means expense incurred:

- (1) To avoid or minimize the "suspension" of business and to continue "operations":
 - (a.) At the described premises; or
 - (b.) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (2) To minimize the "suspension" of business if you cannot continue "operations".
- (3) To:
 - (a.) Repair or replace any property; or
 - (b.) Research, replace or restore the lost information on damaged valuable papers and records
To the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or the Business Income Additional Coverage.

- f. We will not pay for:
- (1) Any Extra Expense, or increase of Business Income Loss, caused by or resulting from:
 - (a.) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b.) "Suspension", lapse or cancellation of any license, lease or contract. But if the "suspension", lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration".
 - (2) Any other consequential loss.

D. Property of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- a. Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- b. Personal property of others in your care, custody or control.

The most we will pay under this Extension for loss or damage in any one occurrence is the amounts shown in Section I.

Our payment for loss of or damage to personal property of others will only be for the account of the owner property. We will only pay the amount of covered loss or damage in excess of other collectible insurance.

E. Fine Arts

- a. We will pay for the direct loss of or damage to fine arts while on the premises described in the Declarations, whether owned by:
 - (1) You; or
 - (2) Others, and in your care, custody or control.
- b. Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.
- c. The most we will pay for loss in any one occurrence is the amount shown in Section I. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.
- d. The value of fine arts will be the least of the following amounts:
 - (1) The actual cash value of that property;
 - (2) The cost of reasonably restoring that property to its condition immediately before loss; or
 - (3) The cost of replacing that property with substantially identical property.
- e. In the event of loss, the value of property will be determined as of the time of loss.
- f. In case of loss to any part of a pair or set, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or

- (2) Pay the difference between the value of the pair of set before and after the loss
- g. We will not pay for loss or damage caused by or resulting from or at any:
 - (1) Repairing, restoration or retouching process.
 - (2) Any art exhibition or auction.

F. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and Tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or
 - (5) Mechanical breakdown
- c. The most we will pay under this Coverage is the amounts shown in Section I.

G. Money and Securities

- a. 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 directly from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
- b. 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 reading instrument in the device.
- c. The most we will pay for all loss in any one “occurrence” is the amount shown in Section I.
- d. All loss:
 - (1) Caused by one or more persons; and
 - (2) Involving a single act or series of related acts;
 Is considered one occurrence.
- e. You must keep records of all “money” and “securities” so we can verify the amount of any loss or damage.

H. Employee Dishonesty

- a. 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:

- (1) Cause you to sustain loss or damage; and also
 - (2) 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:
 - (i.) Any "employee" ; or
 - (ii.) Any other person or organization.
- b. We will not pay for loss or damage:
- (1) Resulting from any dishonest or criminal act that you or any of your partners, members, officers, managers, directors, trustees, authorized representatives or in anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons.
 - (2) The only proof of which as to its existence or amount is one or both of the following:
 - (i.) An inventory computation; or
 - (ii.) A profit and loss computation.
- c. The most we will pay under this Coverage for loss or damage in any one occurrence is the limit shown in section I.
- d. All loss or damage:
- (1) Caused by one or more "employees" ; and
 - (2) Involving a single act or series of related acts;
- is considered one occurrence.
- e. 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.
- f. This Additional Coverage does not apply to loss caused by any "employee" after discovery by:
- (1) You; or
 - (2) Any of your partners officers or directors, members or managers not in collusions with the "employee";
of any dishonest act committed by that "employee" before or after being hired by you.
- g. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- h. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
- (1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance and
 - (2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

- i. The insurance under Paragraph (h.) above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (1) This Additional Coverage as of its effective date; or
 - (2) The prior insurance, had it remained in effect.

I. Food Spoilage

- 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 Coverage is the amount shown in Section I.
- 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. This Additional Coverage does not apply if the spoilage results from:
 - (1) Earth movement;
 - (2) Governmental action;
 - (3) Nuclear hazard;
 - (4) War and military action;
 - (5) Water;
 - (6) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
 - (7) 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.
 - (8) 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;
 - (9) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and
 - (10) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.
- f. You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location. However, coverage provided by this Additional Coverage is restored upon:
 - (1) Reinstatement of the applicable refrigeration maintenance or service agreement; or

- (2) Procurement of replacement refrigeration maintenance or service agreement.

J. Ordinance or Law Coverage A, B, C

- a. Application of Coverage: The Coverage(s) provided by this extension applies only if both (1) and (2) are satisfied and are then subject to the qualifications set forth in (3).

- (1) The ordinance or law:

- (i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (ii) Is in force at the time of loss.

Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Coverage Extension.

- (2) The building sustains direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or

The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage even if the building has also sustained covered direct physical damage.

- (3) In the situation described in (2) above, we will not pay the full amount of loss otherwise payable under the terms of Coverages A, B, and/or C of this extension of coverage. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

Section d.(iv). of this Ordinance or Law Coverage Section provides an example of this procedure.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages A, B and/or C of this Extension of Coverage.

- b. We will not pay under Coverage A, B or C for:

- (1) Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or
- (2) The costs associated with the enforcement of or compliance with any ordinance or law which 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 "pollutants".

- a. Coverage

- (1) Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage A does not increase the Limit of Insurance. This is not additional insurance.

- (2) Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

(3) Coverage C – Increased Cost Of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (i) Repair or reconstruct damaged portions of that building; and/or
- (ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

d. Loss Payment

- (i) The following loss payment provision is subject to the apportionment procedures set forth in SECTION I.a.(3). of this coverage form.
- (ii) When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of the amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or The Limit Of Insurance shown in the Declarations as applicable to the covered building.
- If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of the actual cash value of the building at the time of loss; or The Limit Of Insurance shown in the Declarations as applicable to the covered building.

(iii) Combined Limit of Insurance for Coverages B and C

The most we will pay for the total of all covered losses for Coverage B - Demolition Cost Coverage and Coverage C - Increased Cost of Construction is the Combined Limit of Insurance shown for Coverages B and C in the Schedule. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- With respect to the Increased Cost of Construction, we will not pay for the increased cost of construction until the property is actually repaired or replaced, at the same or another premises; and unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

- If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

The terms of this Coverage Extension apply separately to each described building.

Under this Coverage Extension, we will not pay for loss due to any ordinance or law that you were required to comply with before the loss, even if the building was undamaged; and you failed to comply with.

- (iv) Example of proportionate loss payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section I.a.(3) of this additional coverage).

Assume

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 / \$100,000 = .30$$

Step 2: Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

K. Electronic Data

- a. The Building and Personal Property Coverage form is changed as follows:

The Electronic Data limit of \$2,500 is increased to the amount shown in Section I.

L. Fire Department Service Charge

- a. The Building and Personal Property Coverage form is changed as follows:

The Fire Department Service Charge limit of \$1,000 is increased to the amount shown in Section I.

M. Debris Removal

- a. The Building and Personal Property Coverage form is changed as follows:

The Debris Removal limit of \$10,000 is increased to the amount shown in Section I.

N. Pollutant Cleanup and Removal

- a. The Building and Personal Property Coverage form is changed as follows

The Pollutant Clean UP and Removal limit of \$10,000 is increased to the amount shown in Section I.

O. Back-up of Sewers and Drains Water Damage

- a. We will pay for direct physical loss or damage to covered property caused by or resulting from water that backs up or overflows from a sewer or drain.
- b. The most we will pay under the coverage is the amount shown in Section I.

P. Underground Irrigation System

- a. We will pay for underground irrigation sprinkler systems which are used to irrigate grass, shrubs or trees caused by or resulting from any one of the following causes of loss:
 - (1) Fire
 - (2) Lighting
 - (3) Explosion
 - (4) Vandalism and Malicious Mischief
 - (5) Vehicles (except golf cars or maintenance equipment owned or operated by you or your employees
 - (6) Aircraft
 - (7) Theft
 - (8) Windstorm or Hail
 - (9) Riot or Civil Commotion

The Irrigation System includes pipes, conduits, electrical wiring, electric or computerized control panels, satellite dishes and sprinkler heads utilized in systems operation.

- b. Damage to grass, shrubs, trees or any other items and any consequential loss of income as a result of any loss or damage to the irrigation system, whether or not covered by a Covered Cause of Loss, is excluded.

Q. Newly Acquired or Constructed Property

- a. The Building and Personal Property Coverage form is changed as follows:

The limit of \$250,000 for Newly Acquired or Constructed Property Buildings paragraph 5.a. (1). of Section A. Coverage is increased to the amount shown in Section I.

R. Fire Extinguisher Systems Expense

- a. We will pay:
 - (1) 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
 - (2) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.
- b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- c. The most we will pay under this Coverage for any one occurrence is the amount shown in Section I.
- d. No deductible applies to this Additional Coverage.

S. Peak Season

- a. The Limit of Insurance for Business Personal Property will automatically increase by the Limit of Insurance, if shown in Section I.
- b. Coverage to provide for season variations. This increase will apply only if the limit of Insurance shown for Your Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (1) The twelve months immediately preceding the date the loss or damage occurs, or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.

T. Outdoor Property

- a. You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:
 - (1) Fences, outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring, Bridges, roadways, walks or patios, awnings, exterior lighting, fixtures or poles, food bridges, cart bridges, tennis courts, swimming pools, golf greens, tee boxes, tee markers, flags, benches, ball washers, practice ranges, fairways, rough and sand traps maintained by the insured and which are a part of the playing surface of a hole and within the boundary area of the fairway.
 - (2) Trees, shrubs and plants (other than "stock" of trees, shrubs or plants). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$25,000, but not more than \$500 for any one tree, shrub or plant; and
- b. But only for loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:
 - (1) Fire;
 - (2) Lightning;
 - (3) Explosion;
 - (4) Riot or civil commotion;
 - (5) Aircraft,
 - (6) Vandalism and Malicious Mischief
 - (7) Vehicles (except Vehicles or golf carts owned or operated by you or your employees)
 - (8) Theft
 - (9) Windstorm and Hail
- c. To the extent the coverage for outdoor property is provided under this Extension, the provisions of Property Not Covered in the Coverage Section do not apply.
- d. In the event the policy to which this form is attached has a windstorm and/or hail exclusion, there will be no coverage for the perils of windstorm and/or hail under this endorsement or section.

V. DEFINITIONS

- A. "Employee" :
 - 1. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" means:
 - a. Any natural person:

1. While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
2. Who you compensate directly by salary, wages or commissions; and
3. Who you have the right to direct and control while performing services for you:

b. Any natural person who is furnished temporarily to you:

1. To substitute for a permanent "employee" , as defined in Paragraph **1.a.(1)** above, who is on leave; or
2. To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

- c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary employee defined in Paragraph **1.b.**;
- d. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
- e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however any such person while having care and custody of property outside the "premises";
- f. Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or
- g. Any of your "managers", directors or trustees while:
 1. Performing acts within the scope of the usual duties of an "employee"; or
 2. Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- h. As respects the coverage provided under Section I of this endorsement for Money and Securities and Employee Dishonesty only, "employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or not specified in Paragraph **D.1.**

B. "Manager", as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means a person serving in a directorial capacity for a limited liability company.

C. "Member", as respects the coverage provided under Section I of this endorsement form Employee Dishonesty only, means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

D. "Money" means:

1. Currency, coins and bank notes in current use and having a face value; and
2. Travelers' checks, register checks and money orders held for sale to the public.

E. "Occurrence":

1. As respects the coverage provided under Section I of this endorsement for Money And Securities only, "occurrence" means:
 - a. An individual act;

- b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related;
Committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
2. As respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, "occurrence" means:
- a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related;
Committed by an "employee" acting alone or in collusion with other persons, during the policy period shown in the Declarations, before such policy period or both.
- F. "Operations" means your business activities occurring at the described premises.
- G. "Period of restoration", as respects premises other than a "dependent property" :
- 1. Means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.
 - 2. It does not include any increased period required due to the enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
 - b. 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 "pollutants".
The expiration date of this policy will not cut short the "period of restoration".
- H. "Perishable stock" means property:
- 1. Maintained under controlled conditions for its preservation; and
 - 2. Susceptible to loss or damage if the controlled conditions change.
- I. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
- J. "Suspension" means:
1. The slowdown or cessation of your business activities; or
 2. That a part of all of the described premises is rendered untenable, if coverage for "Business Income" applies.