

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLD PAK ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Section A. Coverage, Item 4. Additional Coverages is amended to include the following coverage for the Limits of Insurance specified in the SCHEDULE below at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. Refer to the applicable Causes of Loss Form that applies to the loss location and specific line of property coverage. Coverage is subject to the terms and conditions of this policy, and is separate from the Limits of Insurance shown in the Declarations for any of these coverage(s). The most we will pay for loss or damage in any one occurrence is limited to the amounts specified in the SCHEDULE below, and is subject to the Deductible described in the Declarations. The deductible will apply individually to each coverage provided.

The coinsurance condition does not apply to the following coverages.

There is no coverage under this endorsement for any prior loss or damage to any item listed in the SCHEDULE below that has occurred prior to the effective date of this policy. In the event prior damage or loss exists, we will only be responsible for the loss or damage that occurs during this policy period.

SCHEDULE

Coverage:	Limit of Liability:
1) Accounts Receivable	\$10,000
2) Arson Reward	\$10,000
3) Electronic Data	\$10,000
4) Employee Dishonesty	\$10,000
5) Fine Arts	\$10,000
6) Fire Department Service Charge	\$10,000
7) Fire Extinguisher Recharge	\$10,000
8) Fire Suppression System	\$10,000
9) Food Spoilage	\$10,000
10) Inventory & Loss Adjustment Expense	\$10,000
11) Lock & Key Replacement	\$10,000
12) Money & Securities	\$10,000
13) Outdoor Property	\$500 any one tree, shrub or plant / \$10,000 Aggregate
14) Perimeter Extension – Building	1,000 feet
15) Perimeter Extension – Business Personal Property	1,000 feet
16) Personal Effects	\$10,000
17) Property of Others	\$10,000
18) Robbery & Safe Burglary	\$10,000
19) Security Guard Expense	\$10,000 any one occurrence / \$10,000 Aggregate
20) Sewer and Water Backup	\$10,000
21) Sign Coverage	\$10,000
22) Tenant Glass	\$10,000
23) Valuable Papers	\$10,000

Annual Premium \$ _____ Flat Charge

SUMMARY OF COVERAGES PROVIDED:

1. 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; and
- (3) collection expenses in excess of your normal collection expenses that are made necessary by loss or damage;

that result from Covered Causes of Loss to your records of accounts receivable.

b. Coverage does not apply to:

- (1) records of accounts receivable in storage away from the premises shown in the Declarations; or
- (2) contraband, or property in the course of illegal transportation or trade.

c. The most we will pay for loss under this coverage is the limit specified in the SCHEDULE above for any one occurrence.

2. ARSON REWARD

a. We will pay an arson reward to any individual or organization for information leading to an arson conviction in connection with loss or damage to covered property. The limit of insurance specified in the SCHEDULE above is the most we will pay regardless of the number of persons or organizations involved in providing information.

3. ELECTRONIC DATA

A. Coverage, 4. Additional Coverages, f. Electronic Data, (4) is deleted in its entirety and replaced by the following:

(4) The most we will pay under this Additional Coverage – Electronic Data is the limit specified in the SCHEDULE above 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. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

4. EMPLOYEE DISHONESTY

We will pay for direct loss or damage to Business Personal Property, including currency, coin, register checks, travelers checks and negotiable credit card vouchers used in your business resulting from dishonest or criminal acts committed by any of your “employees” acting alone or in collusion with other persons (except you or your partner, officer, director or trustee) with the manifest intent to:

- (1) cause you to sustain loss or damage; and
- (2) financially benefit:
 - (a) any “employee”; or
 - (b) any other person or organization.

The most we will pay for loss under this coverage is the limit specified in the SCHEDULE above for one occurrence.

5. FINE ARTS

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means your fine arts which include paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware, bric-a-brac or other articles of art, rarity or antiquity.

2. Property Not Covered

Covered Property does not include property while on exhibition at fair grounds or on the premises of any national or international exposition or contraband, or property in the course of illegal transportation or trade.

The most we will pay for loss under this coverage is the limit specified in the SCHEDULE above for one occurrence.

6. FIRE DEPARTMENT SERVICE CHARGE

A. Coverage, 4. Additional Coverages, c. Fire Department Service Charge is deleted in its entirety and replaced with the following:

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 the limit specified in the SCHEDULE above for your liability for fire department service charges:

- (1) assumed by contract or agreement prior to loss; or
- (2) required by local ordinance.

7. FIRE EXTINGUISHER RECHARGE

We will pay for expenses you incur up to the limit specified in the SCHEDULE above for the recharging of fire extinguishers made necessary by the fighting of a fire at the premises described in the Declarations or adjacent to such property.

8. FIRE SUPPRESSION SYSTEM

a. We will pay:

- (1) to recharge or refill fire protective equipment; and
- (2) to clean up and remove the fire extinguishing agent; resulting from the discharge of a fire extinguishing agent from the protective equipment.

b. The discharge must be:

- (1) caused by a Covered Cause of Loss;
- (2) result from the intended operation of the fire protective equipment to prevent or control a Covered Cause of Loss; or
- (3) accidental or result from a malfunction of the fire protective equipment.

c. We will not pay for loss or damage:

- (1) if you fail to use reasonable care to maintain the fire protective equipment in proper operating condition; or
- (2) if caused by discharge at the time of servicing, refilling or testing of the fire protective equipment.

- d. The most we will pay for loss under this coverage is the limit specified in the SCHEDULE above for any one occurrence

9. FOOD SPOILAGE

The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is extended to insure against direct physical loss or damage by a Covered Causes of Loss to “perishable stock” at the described premises shown on the Declarations, but only with respect to the coverage provided by this section of this endorsement.

- a. **A. Coverage, 3. Covered Causes of Loss** is deleted in its entirety and replaced by the following:

Covered Causes of Loss

Covered Causes of Loss means the following:

Breakdown or Contamination, meaning:

- (1) change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and
- (2) contamination by the refrigerant.

- b. **Selling Price**

We will determine the value of finished “perishable stock” in the event of loss or damage at:

- (1) the selling price, as if no loss or damage had occurred;
- (2) less discounts and expenses you otherwise would have had.

- c. **A. Coverage, 5. Coverage Extensions** does not apply.

- d. **B. Exclusions and Limitations** is deleted in its entirety and replaced by the following:

(1) Exclusions And Limitations

- (a) Only the following EXCLUSIONS contained in Section **B.1.** of the Causes of Loss Form applicable to this Policy apply to Spoilage Coverage:

- i. Earth Movement;
- ii. Governmental Action;
- iii. Nuclear Hazard;
- iv. War And Military Action; and
- v. Water.

- (b) The following Exclusions are added:

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

- i. the disconnection of any refrigerating, cooling or humidity control system from the source of power.
- ii. 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.
- iii. the inability of an Electrical Utility Company or other power source to provide sufficient power due to:
 - (i) lack of fuel; or
 - (ii) governmental order.
- iv. the inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

- v. breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- vi. power Outage. 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.

e. **F. Additional Conditions** is deleted in its entirety and replaced by the following:

(1) Additional Conditions

The following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

Refrigeration Maintenance Agreements

You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement will be automatically suspended at the involved location.

f. **G. Optional Coverages** does not apply.

g. The following is added to **H. Definitions**:

“Perishable Stock” means personal property:

- (1) maintained under controlled conditions for its preservation; and
- (2) susceptible to loss or damage if the controlled conditions change.

The most we will pay for loss under this coverage is the limit specified in the SCHEDULE above for any one occurrence.

10. INVENTORY & LOSS ADJUSTMENT EXPENSE

We will pay up to the limit specified in the SCHEDULE above for the cost of any inventory or appraisal required as a result of direct physical loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss. This Additional Coverage will not pay for expenses incurred in using the services of a public adjuster.

11. LOCK & KEY REPLACEMENT

We will pay the cost of:

- a. premises entry key(s) replacement, if keys are stolen; or
- b. premises entry lock repair or replacement made necessary by theft or attempted theft at the premises described on the Declarations.

The most we will pay for loss under this coverage is the limit specified in the SCHEDULE above for any one occurrence.

12. MONEY AND SECURITIES

- a. We will pay for loss of currency, coin, register checks, money orders, travelers’ checks and negotiable credit card vouchers used in your business while at the premises described on the Declarations or in transit resulting from any act of stealing.
- b. We will not pay for loss:
 - (1) caused by or resulting from dishonest or criminal acts committed by you or your “employees”;
 - (2) caused by or resulting from accounting or arithmetical errors or omissions;

- (3) due to the voluntary giving or surrendering of currency, coin, register checks, money orders, travelers' checks or negotiable credit card vouchers in any exchange or purchase if induced to do so by any fraudulent scheme, trick device or false pretense; or
 - (4) of currency, coin, register checks, money orders, travelers' checks or negotiable credit card vouchers contained in any money-operated device, unless the amount of "money" deposited is recorded by a continuous recording instrument in the device.
- c. The most we will pay for loss under this coverage is the limit specified in the SCHEDULE above for any one occurrence.

13. OUTDOOR PROPERTY

A. Coverage, 5. Coverage Extensions, e. Outdoor Property is deleted in its entirety and replaced by the following:

e. Outdoor Property

We will pay for 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; or
- (5) Aircraft.

The most we will pay for loss or damage under this coverage is the limit specified in the SCHEDULE above. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

14. PERIMETER EXTENSION – BUILDING

1. COVERED PROPERTY – BUILDING, A. Coverage, 1. Covered Property, a. Building (5) (b) is deleted in its entirety and replaced by the following:

- (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

15. PERIMETER EXTENSION – BUSINESS PERSONAL PROPERTY

Section A. Coverage, 1. Covered Property, b. Your Business Personal Property is deleted in its entirety and replaced by the following:

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you and personal property of others;

- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) made a part of the building or structure you occupy but do not own; and
 - (b) you acquired or made at your expense but cannot legally remove; or
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

16. PERSONAL EFFECTS

A. Coverage, 5. Coverage Extensions, b. Personal Effects And Property Of Others is deleted in its entirety and replaced by the following:

b. (1) Personal Effects

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

The most we will pay for loss or damage under this coverage is the limit specified in the SCHEDULE above.

17. PROPERTY OF OTHERS

A. Coverage, 5. Coverage Extensions, b. Personal Effects And Property Of Others is deleted in its entirety and replaced by the following:

b. (2) Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to personal property of others in your care, custody or control.

The most we will pay for loss or damage under this coverage is the limit specified in the SCHEDULE above 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.

18. ROBBERY & SAFE BURGLARY

A. COVERAGE - We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

1. Section 1. – Inside The Premises

a. Robbery Of A Custodian

(1) Covered Property: "Money" and "securities" inside the "premises" in the care and custody of a "custodian."

(2) Covered Causes of Loss: Actual or attempted "robbery".

(3) Coverage Extension

Premises Damage: We will pay for loss from damage to the "premises" or its exterior resulting directly from the Covered Cause of Loss if you are the owner of the "premises" or are liable for damage to it.

b. Safe Burglary

(1) Covered Property: "Money" and "securities" in a safe or vault within the "premises" or "banking premises."

(2) Covered Causes of Loss: Actual or attempted "safe burglary".

(3) Coverage Extension

Premises, Safe and Vault Damage:

We will pay for loss from damage to:

- (a)** the “premises” or its exterior; or
- (b)** a locked safe or vault located inside the “premises”

resulting directly from the Covered Causes of Loss, if you are the owner of the property or are liable for damage to it.

2. Section 2. – Outside The Premises

- a.** Covered Property: “Money” and “securities” outside the “premises” in the care and custody of the “messenger”.
- b.** Covered Causes of Loss: Actual or attempted “robbery”.
- c.** Coverage Extension

Conveyance of Property By Armored Motor Vehicle Company: We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the “premises” in the care and custody of an armored motor vehicle company.

But we will pay only the amount of loss that you cannot recover:

- (1)** under your contract with the armored motor vehicle company; and
- (2)** from any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one “occurrence” is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one “occurrence” unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS: this coverage is subject to the following:

- 1. Additional Exclusions:** We will not pay for loss as specified below:
 - a. Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your “employees”, directors, trustees or authorized representatives:
 - (1)** acting alone or in collusion with other persons; or
 - (2)** while performing services for you or otherwise.
 - b. Fire:** Loss resulting from fire, however caused, except loss:
 - (1)** of “money” or “securities”; or
 - (2)** from damage to a safe or vault from fire that is incidental to a Covered Cause of Loss.

c. Transfer or Surrender of Property

(1) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the “premises” or “banking premises” .

(a) on the basis of unauthorized instructions; or

(b) as a result of a threat to do:

(i) bodily harm to any person; or

(ii) damage to any property.

(2) But this exclusion does not apply to loss of Covered Property while outside the “premises” or “banking premises” in the care and custody of a “messenger” if you:

(i) had no knowledge of any threat at the time the conveyance began; or

(ii) had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

d. Vandalism: Loss from damage to any property by vandalism or malicious mischief.

2. Additional Condition:

Duties in the Event of Loss or Damage: If you have reason to believe that any loss of, or loss from damage to Covered Property involves a violation of law, you must notify the police.

3. Additional Definitions applicable to this coverage:

a. **“Banking Premises”** means the interior of that portion of any building occupied by a banking institution or similar safe depository.

b. **“Custodian”** means you, any of your partners or any “employee” while having care and custody of the property inside the “premises” excluding any person while acting as a “watchperson” or janitor.

c. **“Employee”** includes a “leased worker”. “Employee” does not include a “temporary worker”.

d. **“Leased worker”** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.

e. **“Messenger”** means you, any of your partners or any “employee” while having care and custody of the property outside the “premises.”

f. **“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.

g. **“Occurrence”** means an:

(1) act or series of related acts involving one or more persons; or

(2) act or event, or a series of related acts or events not involving any person.

h. **“Premises”** means the interior of that portion of any building you occupy in conducting your business.

i. **“Robbery”** means the taking of property from the care and custody of a person by one who has:

(1) caused or threatened to cause that person bodily harm; or

(2) committed an obviously unlawful act witnessed by that person.

- j. **“Safe burglary”** means the taking of:
 - (1) property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - (2) a safe or vault from inside the “premises.”
- k. **“Securities”** means negotiable and nonnegotiable instruments or contract representing either “money” or property and includes:
 - (1) tokens, tickets, revenues 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.
- l. **“Temporary Worker”** means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
- m. **“Watchperson”** means any person you retain specifically to have care and custody of property inside the “premises” and who has no other duties.

19. SECURITY GUARD EXPENSE

We will pay up to the limit specified in the SCHEDULE above for your expense when it is necessary to provide security guard service to protect the public as a result of a covered loss under this policy.

20. SEWER AND WATER BACK-UP

We will pay for loss or damage up to the limit specified in the SCHEDULE above arising out of a Covered Cause of Loss to Covered Property at the premises described on the Declarations. Under this endorsement, Covered Cause of Loss means loss or damage resulting from or cause by water that backs up from sewers or drains.

21. SIGN COVERAGE

Coverage for signs at \$2,500 per sign in any one occurrence under **C. Limits of Insurance** is deleted and replaced by the following:

The most we will pay in any one occurrence, and in the aggregate, for loss or damage to all outdoor signs, whether attached to buildings or not, under this coverage will be the limit specified in the SCHEDULE above.

22. TENANT GLASS

You may extend the insurance provided by this coverage to apply to the premises described in the Declarations only if the insured is required to provide coverage under a written lease agreement. This coverage does not apply to any stenciling or wording as part of the glass. The most we will pay is the limit specified in the SCHEDULE above.

23. VALUABLE PAPERS

A. Coverage, 5. Coverage Extensions, c. Valuable Papers And Records (Other Than Electronic Data), (4) is deleted in its entirety and replaced by the following:

- (4) Under this Extension, the most we will pay to replace or restore the lost information is the limit specified in the SCHEDULE above for all locations described in the Declarations. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.