~~BOP~~BUSINESSOWNERS EXTENDER ENDORSEMENT

Endorsement #1

WHAT *WE* COVER

In addition to any property or liability coverage ~~shown on:~~

~~1. the Declarations Page,~~

otherwise provided by ~~2. the Supplemental Declarations Page,~~

~~3. the General Policy Provisions, or~~

~~4. any other coverage attached to~~ ***your*** policy~~.~~

~~For an additional premium~~, ***we*** provide the ~~following~~ coverages ~~or extensions of coverage~~shown in this policy form. These coverages are subject to the ***terms*** contained in the ~~policy. These added coverages apply only as excess over other coverage contained in~~ General Policy Provisions and the Causes of Loss form(s) of ***your*** policy. In the event of a conflict between the provisions contained elsewhere in ***your*** policy and this policy form, the provisions of this policy form will prevail.

~~PRINCIPAL COVERAGES~~

~~ACCOUNTS RECEIVABLE.~~

~~**What We Pay For:**~~

~~***We*** pay up to $2,000 for loss or damage to~~

Unless otherwise stated in this policy form, the coverages provided in this policy form are additional insurance.

The amount ***we*** pay for any one covered property loss will not exceed the amount of insurance specified for that loss by this policy.

Unless otherwise stated in this policy form, a $500 deductible applies to the property coverages contained in this policy form. If more than one deductible contained in ***your*** policy is applicable to the loss, then the highest of any applicable deductible will prevail.

The following property coverages apply to this policy form:

A. Accounts Receivable
B. ***Additional Expense***
C. ***Employee*** Dishonesty
D. Exterior Signs
E. ***Refrigerated Property***
F. Valuable Papers And Records

DEFINITIONS ~~on the described~~

The following definitions apply to this policy form:

1. ***Additional expense*** means expenses ***you*** incur during the ***period of restoration*** in order to minimize or avoid a partial or full cessation of ***your business*** that are necessary to continue ***your*** operations, either at the ***insured premises***~~.~~ or at a temporary location, including expenses to relocate and equip the temporary premises.
2. ***Dependent property*** means a property ***you*** do not own, however, ***you*** depend on:
   a. To deliver materials or services to ***you*** or others for ***your*** account;
   b. To accept ***your*** products or services;
   c. To manufacture ***your*** products for delivery to ***your*** customers; or
   d. To attract customers to ***your business***.

   Dependent property does not include communication or utility services on which ***you*** depend to run ***your business***.

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3. ***Loss of income*** means the income ***your business*** could reasonably be expected to have earned during the ***period of restoration*** if no covered property loss had occurred less any income ***your business*** actually earned. ***Loss of income*** does not include charges and expenses which do not necessarily continue during the time of interruption. Coverage also applies to expenses ***you*** incur to reduce ***loss of income***, however, only to the extent that they actually reduce ***your loss of income***.

4. ***Period of restoration***:

a. Means the time period that commences:

1) For ***Loss Of Income*** coverage, 72 hours from the time when accidental direct physical loss or damage to covered property results from a covered cause of loss at the ***insured premises***; or

2) For ***Additional Expense*** coverage, immediately at the time when accidental direct physical loss or damage to covered property results from a covered cause of loss at the ***insured premises***.

b. Ends at the earliest of:

1) For ***Loss Of Income*** coverage:

a) The date when the loss or damage at the ***insured premises*** should be repaired, rebuilt or replaced with reasonable speed with like kind and quality materials;

b) The date when ***business*** is resumed at a new permanent location; or

c) The length of time ***you*** have ***Loss Of Income*** coverage as stated in the Declarations.

2) For ***Additional Expense*** coverage:

a) The date when the loss or damage at the ***insured premises*** should be repaired, rebuilt or replaced with reasonable speed with like kind and quality materials; or

b) The date when ***business*** is resumed at a new permanent location.

c. Does not include the increased time necessary due to any ordinance or law being enforced.

5. ***Refrigeration breakdown*** means a change in temperature or humidity from the failure of a refrigerating unit.

6. ***Refrigeration power failure*** means a change in temperature or humidity of a refrigerating unit resulting from partial or complete lack of electrical power, either on or off the ***insured premises*** that is beyond ***your*** control.

7. ***Refrigerated property*** means perishable ***stock*** maintained under controlled refrigerated conditions to preserve it and which is susceptible to spoilage if the controlled refrigerated conditions change.

PROPERTY COVERAGES

A. ACCOUNTS RECEIVABLE

~~1. What *We* Do Not Pay For:~~

~~1. loss due to any fraudulent, dishonest or criminal act by any ***insured***, a partner, or an officer, director or trustee, while working or otherwise, and whether acting alone or in collusion with others;~~

~~2. loss~~**WHAT *WE* PAY FOR**

We pay up to $2,000 for accidental direct physical loss or damage to ***your*** records of accounts receivable on the ***insured premises*** resulting from a covered cause of loss.

We pay for:

a. Any amounts due to ***you*** from ***your*** customers that ***you*** are unable to collect;

b. Interest charges on any loan ***you*** are required to take out to offset an amount of accounts receivable ***you*** are unable to collect;

c. Excess collection expenses that become reasonable and necessary as a result of direct loss or damage to ***your*** accounts receivable; and

d. Any other reasonable expenses ***you*** incur to recreate ***your*** accounts receivable records.

2. **WHAT *WE* DO NOT PAY FOR**

We do not pay for:

a. Loss due to bookkeeping, accounting~~ or,~~ billing errors or omissions;

~~3. loss,~~b. Loss for which the proof ~~of which as to factual existence, is~~is solely dependent upon an audit of records or an inventory computation. This ~~shall~~will not prevent the use of such procedures in support of a claim for loss which the ***insured*** can prove, through evidence wholly apart from an audit of records or an inventory~~, is due solely to a risk of loss of records of accounts receivable but not~~

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~~otherwise excluded under this policy;~~;

~~4. loss~~c. Loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of ***money***, ***securities*** or other property ~~but~~, however, only to the extent of such wrongful giving, taking, obtaining or withholding;

~~5. loss~~d. Loss for probable bad debts which would normally have been uncollectible by the ***insured***;

e. Loss for unearned interest and service charges; or

f. Loss due to electrical or magnetic ~~injury~~damage, disturbance or erasure of electronic recordings, except by lightning~~;~~.

~~6. loss due to nuclear reaction, nuclear radiation or radioactive contamination, or any other act or condition incident to them; or~~

~~7. loss caused by or resulting from:~~

~~a. hostile or warlike action in time of peace or war, including any action in hindering, combatting or defending against an actual, impending or expected attack by:~~

~~1) any government or sovereign power, or by any authority maintaining or using military, naval or airforces;~~

~~2) military, naval or airforces; or~~

~~3) an agent of any such government, power, authority or forces~~

3. **DETERMINATION OF RECEIVABLES**

When there is proof that an accounts receivable loss covered by this policy form has occurred, but, the ***insured*** cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount will be based on the ***insured's*** monthly statements and will be computed as follows:

a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;

b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the loss occurs, or such part of, for which the ***insured*** has conducted ***business*** and has furnished monthly statements to ***us***, as compared with such average for the same months of the preceding year;

c. The amount determined under 3.a. above, multiplied by the percentage calculated under 3.b. above, will be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

d. The amount determined under 3.c. above will be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the ***business*** since the last day of the last fiscal month for which a statement has been rendered.

B. ~~;~~

~~b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or~~

~~c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combatting or defending against such an ***occurrence***, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.~~

ADDITIONAL EXPENSE~~.~~

~~**What *We* Pay For:**~~

1. **WHAT *WE* PAY FOR**

We pay up to $2,000 per occurrence for necessary ***additional expense*** during the ***period of restoration***, which ***you*** ~~must~~ incur to continue ***your business*** as usual had no ~~damage occurred.~~accidental direct physical loss or damage occurred to property at the ***insured premises***. The loss or damage must result from a covered cause of loss.

You must do everything reasonable to reduce the amount of loss. ***You*** must do everything reasonable to resume operations with the same quality of service which existed immediately before the loss; and ***you*** must resume partial or complete operation of the property making use of merchandise, ***stock*** or other

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property at ***your*** other locations.

~~The deductible does~~

2. **WHAT *WE* DO NOT PAY FOR**

We do not ~~apply to~~ pay for:

a. Expenses covered under the ***Loss Of Income*** or ***Loss Of Income*** From ***Dependent Property*** coverages of this policy;

b. ***Additional expense*** resulting from the enforcement of ordinance or law or as a result of civil authority;

c. ***Additional expense*** due to interference by strikers or other people with the restoration or replacement of property, or with the resumption or continuation of ***your business***;

d. ***Additional expense*** caused by the suspension, lapse or cancellation of any lease, license, contract or order; or

e. ***Additional expense*** resulting from any other type of consequential loss.

Payments under ***Additional Expense*** coverage may extend beyond the end of the policy period.

C. *EMPLOYEE* DISHONESTY~~.~~

~~1. **What *We* Pay For:**~~

WHAT *WE* PAY FOR

We pay up to $2,000 per occurrence for the loss ~~of~~to tangible ***business*** property and ***money***~~,~~ and ***securities*** ~~and other *business* property by~~which results from any fraudulent or dishonest act committed by any of ***your employees***, whether identified or not, and whether acting alone or in collusion with others~~.~~, except ***you*** or ***your*** partners. This coverage is subject to the following:

a. ***You*** must sustain a loss as a result of the act or acts committed, and the ***employee*** who caused ***you*** to sustain a loss must have intended to receive a financial benefit not earned in the regular scope of employment with ***your business*** for his or herself, any other ***employee***, or any other person or organization;

b. For any loss, ***our*** payment will not exceed the replacement value of the property. ***Securities*** may be determined by market value at the time of settlement;

c. All loss caused by, or involving, one or more people, whether the result of a single act or a series of acts, is considered to be one occurrence and is subject to only one payment under this coverage;

d. ***We*** will only pay for loss sustained during the policy period and discovered no later than one year following the end of the policy period;

e. ***Our*** payment is not increased regardless of the number of ***insureds***, policies or claims; and

f. Regardless of the numbers of years the policy is in force, the amount of insurance is not cumulative from year to year.

~~2. **What *We* Do Not Pay For:**~~

~~This endorsement does not apply:~~ **WHAT *WE* DO NOT PAY FOR**

We do not pay for:

Loss or damage resulting directly or indirectly from the following:

a. Any

~~**1. to loss due to any fraudulent,**~~ dishonest or criminal act by ***you***, ~~**or by any of *your***~~ partners, members, officers, directors, trustees or joint venturers, whether acting alone or in collusion with others;

~~**2. to loss, the proof of**~~ b. Loss for which~~**, either as to its factual existence or its amount,**~~ ***your*** only evidence is ~~**dependent upon**~~ an inventory computation~~**or**~~;

c. Loss for which ***your*** only evidence is a profit and loss computation~~**. However, this exclusion does not apply to loss**~~;

d. ***Your*** inability to generate income;

e. Payment of compensatory or punitive damages to third parties for which ***you*** ~~**can prove through evidence wholly apart from such computations;**~~are legally liable;

f. Payment of costs, fees or expenses ***you*** incur in proving ***your*** loss under this coverage;

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g. Payment of attorneys' fees, filing fees or

~~3. to~~costs for any ~~mysterious~~related legal action;

h. Loss caused by an ***employee*** for whom similar insurance has been previously canceled;

i. The failing to sign, issue or ~~unexplained~~ cancel a warehouse receipt or any documents connected with it;

j. Dishonest or fraudulent signing, issuance or cancellation of a warehouse receipt or any documents connected with it;

k. Mysterious disappearance or unexplained shortage of property~~.~~;

~~The loss must be discovered not later than one year from the date on which the coverage terminates.~~

l. Trading;

m. ***Electronic data*** security breach;

n. Any claim for ***Additional Expense*** coverage;

o. Any claim for ***Loss Of Income*** coverage; or

p. Any claim for consequential loss.

Employee ~~d~~Dishonesty coverage ~~shall~~will be canceled as to any ***employee*** immediately upon discovery by the ***insured***, or by any partner ~~or~~, officer, director, member, trustee or joint venturer of the company not in collusion with such ***employee***, of any fraudulent or dishonest act on the part of such ***employee***, before or after being hired.

~~***Our*** payment of any loss under this agreement shall not reduce the amounts of~~ This coverage is applicable only when there is no other valid and collectible insurance.

D. EXTERIOR SIGNS

1. **WHAT *WE* PAY FOR**

The amount of insurance for Exterior Signs coverage is increased an additional $2,000 from what is provided in the Incidental Coverages of the General Policy Provisions of ***your*** policy.

Refer to the Incidental Coverages of the General Policy Provisions of ***your*** policy for applicable ***terms***, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

E. ~~DEFINITIONS The following definitions apply to this policy for **Employee** Dishonesty;~~

~~**Money** means currency, coins, bank notes and bullion; and travelers checks, register checks and **money** orders held for sale to the public.~~

~~**Securities** means all negotiable and non-negotiable instruments or contracts representing either **money** or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include **money**.~~

~~**Employee** means a person who is engaged in a service usual to ***your business*** operations and to whom ***you*** pay salary, wages or commission ***You*** have the exclusive right to direct this person in the performance of his/her service. This definition excludes any broker, factor, commission merchant, consignee, contractor or other agent or representative.~~

~~**EXTERIOR SIGNS.**~~

~~**What *We* Pay For:**~~

~~***We*** pay up to $2,000 for the repair or replacement of any physically damaged or destroyed exterior signs located at the ***business*** address shown on the Declarations Page.~~

REFRIGERATED ~~FOOD *PRODUCTS.*~~***PROPERTY***

~~**What *We* Pay For:**~~

1. **WHAT *WE* PAY FOR**

We pay up to $2,000 for ~~direct loss or damage from~~ spoilage to ~~the contents of~~***your refrigerated property*** contained in a freezer or refrigeration ~~unit~~equipment on the ***insured premises*** ~~and owned by ***you*** .~~ ***Refrigerated Property*** coverage is provided for the following causes of loss:

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a. ***Refrigeration breakdown***;

b. Contamination caused by or resulting from~~:~~ a refrigerant; and

~~1. Temperature change due to:~~

~~a.mechanical breakdown or~~ c. ***Refrigeration power failure*** ~~of the~~.

2. **WHAT *WE* DO NOT PAY FOR**

a. ***We*** do not pay for:

1) Loss or damage to a freezer or refrigeration ~~system;~~

~~b. burning out of electrical motors;~~

~~c. blowing of fuses or circuit breakers;~~

~~d. the breakdown or malfunction of the equipment or apparatus connecting or controlling~~ equipment, including glass that is a permanent part of a freezer or refrigeration ~~systems, electrical motors or electric power; or~~equipment;

~~e. complete or partial lack of power to operate the refrigeration system.~~

2~~. Contamination by refrigerant.~~

~~**Coverage Extensions**.~~

~~***We* agree to pay:)~~ **Any claim**

~~**1.** the reasonable expense ***you*** incur to reduce loss or damage covered under this endorsement to the extent that such loss or damage is reduced. However, the total expenses recoverable shall not increase the amount of insurance applicable to the covered property; and~~

~~2. the reasonable expenses ***you*** incur to clean up and dispose of spoiled property~~ for ~~which~~***Loss Of Income*** coverage ~~is provided under this endorsement. The total expenses recoverable shall not increase the amount of insurance applicable to the covered property.~~;

~~**What *We* Do Not Pay For:**~~

3) Any claim for ***Additional Expense*** coverage; or

4) Any claim for consequential loss.

b. ***We*** do not pay for loss or damage ~~due to:~~ caused by:

1~~. explosion, rupture or bursting)~~ T he breaking of~~:~~

~~a. water pipes;~~

~~b. steam boilers, steam pipes, steam turbines or steam engines~~ glass;

2~~.~~) ~~t~~The disconnecting of any freezer or refrigeration ~~units~~equipment from the source of power;

3) The deactivation of electrical power ~~or the termination~~caused by the manipulation of switching equipment or other devices used to control the flow of electrical power ~~caused by throwing off of any switch or other device (on ***premises***) usual to the shutting off of electrical current or electrical power~~or current;

~~3. the leaking or escape of refrigerant gas or gases from any cause including the rupture or bursting of refrigerant gas pipes or lines;~~

~~4. the breaking of any glass that is a permanent part of any refrigerating unit;~~

~~5. insufficient fuel or complete lack of fuel used in the normal operation of the stationary heating plant;~~

~~6. gradual deterioration, inherent vice, natural spoilage or any processing operation; or~~

~~7. the intentional decision or~~ 4) The inability of an~~y~~ electrical utility company or other power source ~~of electrical power~~ to provide sufficient power due to lack of fuel or governmental order; or ~~lack of generating capacity~~

5) A power source at the ***insured premises*** that fails to ~~meet~~provide a sufficient power supply for the demand.

~~**DEFINITIONS** The following definitions apply to this policy for refrigerated food products~~

~~**Change of Temperature** as stated in this endorsement covers only direct damage to ***stock*** or merchandise and does not apply to any loss due to interruption of ***business***.~~

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Mechanical Breakdown is defined as being the actual breaking, parting, or separating of any mechanical part(s) of the refrigeration unit (other than gas pipes or lines or the breaking of any glass as is specifically excluded) or the "burning out" of any electrical motor serving such unit, when such breaking or burning out shall result in the complete stopping of the mechanical action of said refrigerant equipment and which shall then require replacement of damaged part(s) to become functional. Faulty operation or malfunction of equipment which results in temperature changes but does not cause the complete stopping of the mechanical action and does not require the replacement of broken parts shall not be construed as "**mechanical breakdown** " and there shall be no liability under this endorsement for spoilage resulting from such malfunction.

F. VALUABLE PAPERS AND RECORDS.

What *We* Pay For:

***We* pay up to $2,000 for loss or damage to**

1. **WHAT *WE* PAY FOR**

The amount of insurance for Valuable Papers aAnd Records on the described **premises**.

What *We* Do Not Pay For:coverage is increased

1. loss due to any fraudulent, dishonest or criminal act by ***you***, a partner, an officer, director or trustee;

additional $2.1

oss resulting,000 from errors or omissionswhat is provided in processing or copying;

3. loss due to wear and tear;

4. loss to property which cannot be replaced with other of like kind or quality;

5. loss due to electrical or magnetic injury, disturbance or erasurethe Incidental Coverages of electronic recordings, except by lightning;

6. loss to property held as samples or for sale or for delivery after sale; and

7. lossthe General Policy Provisions of **money** or **securities**.

DEFINITIONS The following definitions apply to this ***your*** policy for **Valuable Papers** and **Records**:.

Valuable Papers and **Records** means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts.

Premises means the interior portion of the building occupied by ***you*** for ***business*** purposes.

Money means currency, coins, bank notes and bullion, travelers checks, register checks and **money** orders held for sale to the public.

Securities means all negotiable and non-negotiable instruments or contracts representing either **money** or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include **money**.

Refer to the Incidental Coverages of the General Policy Provisions of ***your*** policy for applicable ***terms***, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

All other ***terms*** and conditions remain unchanged.

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