

**EVERGREEN PROTECTION PLUS
COMMERCIAL PROPERTY EXTENSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

The insurance provided by this form is primary with respect to any other insurance provided by this company. If a loss covered under this form also involves a loss under any other coverage form made under this policy, then the broadest coverage will apply.

I. SUMMARY OF COVERAGES AND LIMITS

This is a summary of increased coverages provided by this endorsement. This endorsement is subject to the provisions of your policy.

Coverage Applicable	Limit	Page
Covered Property:		
Business Personal Property Premises Boundary Increased Distance	1,500 feet	2
Additional Coverages:		
Fire Department Service Charge	\$25,000	2
Fire Extinguisher Recharge	\$10,000	2
Inventory and Appraisals	\$10,000	2
Lock Replacement	\$1,000	2
Pollutant Clean-Up and Removal	\$25,000	2
Reward Reimbursement	\$5,000	3
Deductible (Waiver of Multiple Deductibles)	Included	3
Extended Business Income	90 days	3
Coverage Extensions:		
Accounts Receivable	\$25,000	3
Automated External Defibrillators (AED)	\$5,000	4
Earthquake Sprinkler Leakage	\$25,000	4
Horses	\$2,500/\$10,000	4
Hunting Dogs	\$1,000/\$5,000	
Newly Acquired or Constructed Property	180 Days	4
Refrigerated Property	\$2,500	5
Ordinance or Law:		5
Undamaged Portion of the Building	Building Limit	
Demolition Cost	10%	
Increased Cost of Construction	10%	
Personal Effects	\$5,000	7
Property In Transit	\$10,000	7
Sewer or Drain Back Up	\$25,000	7
Well Clean Up	\$5,000	7

II. CONDITIONS

A. Applicability of Coverage

Coverage provided in forms attached to your policy is amended by this endorsement where applicable.

B. Limits of Insurance

1. When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
2. Limits of Insurance identified in this endorsement are not excess of, or in addition to, Limits of Insurance provided by the Coverage unless otherwise stated.
3. Coverage is considered to be on an occurrence basis (not on a per location basis) unless otherwise stated.

C. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

D. Requirement for Covered Causes of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the losses described herein are applicable only for Covered Causes of Loss described in Section A. Coverage, Paragraph 3. Covered Causes of Loss.

III. COVERED PROPERTY

Under the **BUILDINGS AND PERSONAL PROPERTY COVERAGE FORM**, Section A. Coverage, Paragraph 1. Covered Property, Item **b.** is amended as follows:

Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,500 feet of the described "premises", consisting of the following unless otherwise specified in the Declarations.

IV. ADDITIONAL COVERAGES

With the exception of Item **H. Extended Business Income**, the following are added to or amend the **BUILDINGS AND PERSONAL PROPERTY COVERAGE FORM** under Section **A. Coverage, 4. Additional Coverages**:

A. Fire Department Service Charge

Section **A. Coverage, 4. Additional Coverages, c. Fire Department Service Charge** is amended as follows:

The limit of Insurance for this additional coverage is increased to \$25,000.

B. Fire Extinguisher Recharge

We will pay for expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this additional coverage is \$10,000. No deductible shall apply to this coverage.

C. Inventory and Appraisals

We will pay for expenses you incur, excluding those for public adjusters and appraisers, to record information, compile inventories, or obtain appraisals we require of you to comply with the loss conditions of this Coverage Form.

The most we will pay for loss or damage under this additional coverage is \$10,000 for any one loss. No deductible shall apply to this coverage.

D. Lock Replacement

We will pay the necessary expense to repair or replace exterior or interior door locks of a covered building:

1. If your door keys are stolen in a covered theft loss; or
2. When your property is damaged and your door keys are stolen by burglars.

The most we will pay under this additional coverage is \$1,000 for any one occurrence. No deductible shall apply to this coverage.

E. Pollutant Clean-Up and Removal

Section **A. Coverage, 4. Additional Coverages, d. Pollutant Clean-Up and Removal** is amended as follows:

The limit of insurance for this additional coverage for each described premises is increased to \$25,000 for the sum of all covered expenses arising out of a

Covered Cause of Loss occurring during each separate 12 month period of this policy.

F. Reward Reimbursement

We will pay a reward for information that leads to criminal conviction in connection with loss or damage to Covered Property by a Covered Cause of Loss, provided that the reward is pre-approved by us.

The most we will pay for this additional coverage is \$5,000 regardless of the number of persons involved who provide information. No deductible shall apply to this coverage.

G. Deductible

The following paragraph replaces the last paragraph of the **Deductible** section of the **BUILDINGS AND PERSONAL PROPERTY COVERAGE FORM**:

If more than one item of Covered Property is involved in a loss, the largest deductible shall apply per loss.

Furthermore, if a loss covered under this section also involves a loss under an **Inland Marine Coverage Form**, the **Crime Coverage Form**, the **Physical Damage Section of the Commercial Auto Coverage Form**, or the **Physical Damage Section of the Commercial Garage Coverage Form** included under this policy, the most we will deduct from the "loss" is the single largest deductible involved.

H. Extended Business Income

If the **BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM** applies to this policy, Section **A. Coverage, Additional Coverages d. Extended Business Income** is amended as follows:

1. Paragraph (1)(b)(ii) of **Extended Business Income** is deleted and replaced by the following:
 - (ii) 90 consecutive days after the date determined in (1) (a) above.
2. Paragraph (2)(b)(ii) of **Extended Business Income** is deleted and replaced by the following:
 - (ii) 90 consecutive days after the date determined in (2) (a) above.

V. COVERAGE EXTENSIONS

The following are added to or amend the **BUILDINGS AND PERSONAL PROPERTY COVERAGE FORM** under Section **A. Coverage, 5. Coverage Extensions**.

A. Accounts Receivable

1. You may extend coverage for Your Business Personal Property provided by this Coverage Form to apply to your records of accounts receivable:
 - a. At a described premises or in or on a vehicle in transit between described premises; or
 - b. If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss.

We will pay for a loss while they are:

- a. At a safe place away from your described premises; or
 - b. Being taken to and returned from that place.
2. You may extend coverage for Your Business Personal Property provided by this Coverage Form to apply to the amounts due from your customers that you are unable to collect due to a Covered Cause of Loss, including:
 - a. Interest charges on any loan required to offset amounts you are unable to collect pending our payments of these amounts;
 - b. Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
 - c. Other reasonable expenses that you incur to reestablish your records of accounts receivable that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit card or charge card slips.
 3. Accounts receivable loss payment will be determined as follows:
 - a. Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and the total above will be adjusted for any normal fluctuations in the amounts of accounts receivable for the month in which the loss occurred for any demonstrated variance from the average for that month.

- b. The following will be deducted from the total amount of accounts receivable:
 - (i) The amount of the accounts for which there is no loss; and
 - (ii) The amount of the accounts that you are able to reestablish or collect; and
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
- c. You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

4. Exclusions

- a. We will not pay for a loss caused by or resulting from any of the following:
 - (i) 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.

- (ii) Bookkeeping, accounting or billing errors or omissions.

- b. We will not pay for loss that requires any audit of records or any inventory computation to provide its factual existence.

The most we will pay under this coverage extension is \$25,000.

B. Automated External Defibrillators (AED)

Automated external defibrillators (AED) are considered Covered Property:

The most we will pay for loss or damage under this coverage extension is limited to \$5,000 per occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

C. Earthquake Sprinkler Leakage

Under the **Covered Causes of Loss** described Section A. Coverage, Paragraph 3. Covered Causes of Loss, the following supersedes any wording to the contrary:

We will pay up to \$25,000 for damages resulting from Sprinkler Leakage which is caused by Earth Movement.

D. Horses and Hunting Dogs

The following is added under **Section A. Coverage, 5. Coverage Extensions B. Personal Effects and Property of Others.**

1. Personal Effects coverage is extended to cover horses and hunting dogs owned by you, your volunteers, your officers, your partners or your employees. This extension does not apply to loss or damage by theft.
2. Coverage for personal property of others in your care, custody or control is extended to cover horses and hunting dogs belonging to others.
3. We will not pay for loss or damage in any one occurrence under this extension until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance under this extension. No other deductible applies to this extension.
4. Coverage for horses is limited to \$2,500 per horse, subject to an aggregate of \$10,000; Hunting dogs are limited to \$1,000 per dog, subject to an aggregate of \$5,000.

Coverage does not apply if other insurance is available.

A hunting dog refers to any dog that assists humans in hunting upland bird and waterfowl and is registered with the American Kennel Club.

E. Newly Acquired or Constructed Property

Section A. Coverage, 5. Coverage Extensions, a. Newly Acquired or Constructed Property is amended as follows:

1. Buildings

If this policy covers Building, you may extend that insurance to apply to:

- a. Your new buildings while being built on the described premises

b. Buildings you acquire at locations, other than the described premises, intended for:

- (i)** similar use as the building described in the Declarations
- (ii)** Use as a warehouse

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

2. Your Business Personal Property

a. If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i)** Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows, or exhibitions.
- (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii)** Business personal property that you newly acquire, located at the described premises.

b. The most we will pay for loss or damage under this Extension is \$100,000 at each building.

c. This extension does not apply to:

- (i)** Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii)** Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

3. Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- a.** This policy expires;
- b.** 180 days expires after you acquire or begin construction of that part of the building that would qualify as covered property;
- c.** You report values to us.

This extension is subject to the deductible in the Commercial Property Coverage Declarations. We will charge you additional premium for values reported from the date construction begins or you acquire the property.

F. Refrigerated Property

You may extend the insurance that applies to Your Business Personal Property to apply to food spoilage resulting from utility failure to the described premises. This Extension does not apply to food spoilage resulting from mechanical failure of your refrigeration equipment.

The most we will pay for loss or damage under this Extension is \$2,500.

G. Ordinance or Law

The following replaces the wording found under **D. Additional Coverages 2. Ordinance or Law – Limited Coverage**

1. Coverage

Under this coverage extension, we will not pay any costs due to an ordinance or law that you were required to comply with before the loss, even when the building was damaged, and with which you failed to comply.

a. Coverage A – Coverage For Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to covered Building property shown in the Declarations, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

- (1)** Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- (2)** Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (3)** Is in force at the time of loss.

Coverage A is included within the Limit of Insurance applicable to the covered Building property shown in the Declarations. This is not additional insurance.

b. Coverage B – Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The Limit of Insurance for Demolition Cost Coverage is 10% of the building limit (in addition to the Building Limit).

- (2) 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 for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(a) The actual cash value of the building at the time of loss; or

(b) The Limit of Insurance applicable to the covered Building property.

b. Coverage B – Demolition Cost Coverage

We will not pay more under Coverage B Demolition Cost Coverage than the lesser of the following:

- (1) The amount you actually spend to demolish and clear the site of the described premises; or
- (2) The applicable Demolition Cost Limit of Insurance shown above.

c. Coverage C – Increased Cost of Construction Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

The Limit of Insurance for Increased Cost of Construction is 10% of the building limit (in addition to the Building Limit).

c. Coverage C – Increased Cost of Construction Coverage

We will not pay under Coverage C – Increased Cost of Construction Coverage until the property is actually repaired or replaced at the same or another premises; and unless the repairs or replacement are made as soon as reasonable possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (1) 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 under Coverage C is the lesser of:

(a) The increased cost of construction at the same premises; or

(b) The applicable Increased Cost of Construction Limit of Insurance shown above.

- (2) If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:

2. Loss Payment**a. Coverage A – Coverage for Loss to the Undamaged Portion of the Building**

- (1) If the Replacement Cost Coverage option applies, and the property is repaired or replaced on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

a) The amount you 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

b) The Limit of Insurance applicable to the covered Building property.

- (a) The increased cost of construction at the same premises; or
- (b) The applicable Increased Cost of Construction Limit of Insurance shown above.

The terms of this coverage extension apply separately to each building to which this endorsement applies.

H. Personal Effects

Section **A. Coverage, 5. Coverage Extensions, b. Personal Effects and Property Of Others** is amended as follows:

The most we will pay for loss or damage to personal effects owned by you, your officers, your partners or your employees under this extension is \$5,000 at each described premises.

This extension does not apply to loss or damage by theft.

I. Property In Transit

Under Section **E. Additional Coverage Extensions, 1. Property In Transit** is amended as follows:

- c. The most we will pay for loss or damage under this Extension is \$10,000.

J. Sewer or Drain Back Up

Under the **Covered Causes of Loss** described Section A. Coverage, Paragraph 3. Covered Causes of Loss, the following supersedes any wording to the contrary:

We will pay for loss or damage to Covered Property at a described premises caused by water from a non-existing body of water that backs up from a sewer or drain. The most that we will pay for loss or damage under this coverage extension is \$25,000.

K. Well Clean Up

Under the **Covered Causes of Loss** described Section A. Coverage, Paragraph 3. Covered Causes of Loss, the following supersedes any wording to the contrary:

If you own a well as a source of water to service the Covered Premises and it becomes accidentally contaminated, we will pay for the cost to extract pollutants from the contaminated well or at the

company's discretion we will pay to relocate the well within the Covered Premises regardless of whether the pollutant is caused by a covered cause of loss.

The most that we will pay for loss or damage under this coverage extension is \$5,000.