



## Introducing Capacity Insurance- Value-Pac Endorsement to extend your insured's property coverages!

- Personal Effects and Property of Others \$5,000 each location, limit \$1,000 per any one item
- Valuable Papers and Records \$5,000 each location per occurrence
- Outdoor Property \$2,500 each location, max \$500 any one tree, shrub or plant
- Money and Securities \$2,500 per occurrence
- Accounts Receivables \$5,000 each location per occurrence
- Outdoor Signs \$5,000 per occurrence
- Building Glass – Tenant's \$5,000 each location per occurrence
- Employee Dishonesty \$5,000 per occurrence
- Water Backup \$5,000 each location per occurrence
- \$500 Deductible applies to all coverages
- See endorsement for terms and conditions

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## VALUE-PAC ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

**Building and Personal Property Coverage Form (CP 00 10)** is modified as described below.

**A. Coverage, 5. Coverage Extensions, b. Personal Effects And Property of Others** is replaced by the following:

**b. Personal Effects And Property of Others.**

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

- (1) 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.
- (2) Personal property of others in your care, custody or control.
- (3) The most we will pay for loss or damage under this Extension is \$5,000 at each described premises, but not more than \$1,000 for any one item. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

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

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$5,000 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. 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 of Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**A. Coverage, 5. Coverage Extensions, e. Outdoor Property** is replaced by the following:

**e. Outdoor Property.**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs or 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 Extension is \$2,500, but not more than \$500 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

The following is added to **A. Coverage, 5. Coverage Extensions:**

**g. Money And Securities.**

- (1) We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, or in transit between any of these places.
- (2) We will pay only for loss of "money" and "securities" resulting directly from:
  - (a) Theft; or
  - (b) Disappearance; or
  - (c) Destruction.
- (3) We will not pay for loss:
  - (a) Resulting from accounting or arithmetical errors or omissions;
  - (b) Due to the giving or surrendering of property in any exchange or purchase; or

(c) 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.

(4) The most we will pay for all loss in any one "occurrence" is \$2,500 unless a different Limit of Insurance for "money" and "securities" is shown in the Declarations.

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

(6) To the extent that coverage for "money" and "securities" is provided under this Additional Coverage, the Property Not Covered Provisions in the Coverage Section do not apply.

#### **h. Outdoor Signs.**

(1) We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

(a) Owned by you; or

(b) Owned by others but in your care, custody or control.

(2) The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$5,000 unless a different Limit of Insurance for outdoor signs is shown in the Declarations.

(3) The provisions of this Additional Coverage supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

#### **i. Accounts Receivable.**

(1) You may extend the insurance that applies to Your Business Personal Property to Accounts Receivable. We will pay:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and

(d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

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

(2) The most we will pay under this Extension for loss or damage in any one occurrence at each described premises is \$5,000.

#### **j. Building Glass – Tenant's Policy.**

(1) We will pay for direct physical loss of or damage to building glass at the building shown in the Location Schedule caused by or resulting from a Covered Cause of Loss, provided that:

(a) You are a tenant of the building shown in the Location Schedule; and

(b) You have a contractual responsibility to insure the building glass, or a contractual responsibility to pay for loss or damage to that property.

(2) The value of property covered under this endorsement will be determined in accordance with the Valuation Condition Applicable under this Coverage Form or at the amount for which you are liable under contract, whichever is less. If required by law, glass is covered at the cost of replacement with safety glazing material. However, the most we will pay for the coverage provided under this endorsement is \$5,000 per Occurrence.

#### **k. Employee Dishonesty.**

##### **(1) Your Business Personal Property And Your Money And Securities**

(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 intent to:

i. Cause you to sustain loss or damage; and also

ii. 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:

a) Any "employee"; or

b) Any other person or organization.

##### **(2) Customers' Property.**

(a) We will pay for loss of or damage to "money", "securities" and "other property" sustained by your customer resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

The property covered under this coverage is limited to property:

i. That your customer owns or leases;

ii. That your customer holds for others; or

- iii. For which your customer is legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this coverage must be presented by you.

**(3)** We will not pay for:

- (a)** Loss or damage resulting from any dishonest or criminal act committed by:

- i. You, your partners, or your "members";
- ii. Your "managers", directors, trustees, or authorized representatives; or
- iii. Anyone to whom you entrust the property for any purpose;

whether acting alone or in collusion with other persons.

- (b)** Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:

- i. Your inability to realize income that you would have realized had there been no loss of or damage to "money" or "securities";
- ii. Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance; or
- iii. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- iv. Expenses related to any legal action; or
- v. Loss or damage the only proof of which as to its existence or amount is one or both of the following:
  - a)** An inventory computation; or
  - b)** A profit and loss computation.

- (c)** The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$5,000 unless a different Limit of Insurance for employee dishonesty is shown in the Declarations.

- (d)** 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.

- (e)** This Additional Coverage does not apply to loss caused by any "employee" after discovery by:

- i. You; or
- ii. Any of your partners, officers, directors, trustees, "members" or "managers" not in collusion with the "employee";

of any dishonest act committed by that "employee" before or after being hired by you.

- (f)** We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.

- (g)** 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:

- i. This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
- ii. 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.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Additional Coverage.

- h.** 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:

- i. This Additional Coverage as of its effective date; or
- ii. The prior insurance, had it remained in effect.

The most we will pay for loss or damage under this Extension is \$5,000 for any one occurrence.

**Causes of Loss – Special Form (CP 10 30)** is modified as described below.

**B. Exclusions, 1.g. Water, item (3)** is deleted and replaced by the following:

- (3)** Water that backs up or overflows from a sewer, drain or sump; however,

- (a) We will pay for direct physical loss or damage to Covered Property caused by or resulting from water that backs up or overflows or is otherwise discharged from a sewer, drain, sump or pump located on the described premises.
- (b) The most we will pay for this extension in any one occurrence is \$5,000 at each described premises.
- (c) Except as provided for above in items **a.** and **b.** above, **Exclusions g. Water** remains unchanged; or,

**Deductible.**

With respect to this endorsement, the deductible is \$500 per occurrence unless otherwise specified.