

State: Pennsylvania **Filing Company:** Arch Insurance Company
TOI/Sub-TOI: 01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Cemetery Insurance Program Commercial Property
Project Name/Number: Cemetery Program /ARCH-19-150-F

Filing at a Glance

Company: Arch Insurance Company
Product Name: Cemetery Insurance Program – Commercial Property
State: Pennsylvania
TOI: 01.0 Property
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Filing Type: Form
Date Submitted: 09/13/2019
SERFF Tr Num: AICO-132082017
SERFF Status: Closed-Approved
State Tr Num:
State Status: Approved
Co Tr Num: ARCH-19-150-F

Effective Date: 09/15/2019
Requested (New):
Effective Date: 09/15/2019
Requested (Renewal):
Author(s): Alex Ty, Traecy Palmario, Margaret Wadsworth, Orland Panlaque
Reviewer(s): Debra Spertzel (primary), Debra Breach
Disposition Date: 09/13/2019
Disposition Status: Approved
Effective Date (New): 09/15/2019
Effective Date (Renewal): 09/15/2019

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General Information

Project Name: Cemetery Program Status of Filing in Domicile:
 Project Number: ARCH-19-150-F Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 09/13/2019
 State Status Changed: 09/13/2019 Deemer Date:
 Created By: Alex Ty Submitted By: Alex Ty
 Corresponding Filing Tracking Number: AICO-132082018

Filing Description:

Enclosed please find Arch Insurance Company's (Arch) Cemetery Program rate, rule, and form filing. The filing contained herein constitutes a new program filing for Arch and does not replace any previously filed form, rate or rule.

The Cemetery Program consists of a multiple line insurance product designed for the unique needs of Cemeteries, crematoriums and other closely related businesses. This program provides coverage for Commercial Auto, Commercial Fired and Allied Lines, Commercial General Liability, Excess Liability and Professional Liability.

We are submitting independent rates, rules and forms for use with this new program. All other forms, rates and rules that will be used with this program are those filed by ISO on behalf of Arch as part of its ISO affiliation.

Company and Contact

Filing Contact Information

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 mwadsworth@archinsurance.com
 210 Hudson Street
 Suite 300
 Jersey City, NJ 07311
 201-743-4113 [Phone]

Filing Company Information

Arch Insurance Company	CoCode: 11150	State of Domicile: Missouri
Harborside 3	Group Code: 1279	Company Type: Property & Casualty
210 Hudson Street	Group Name: Arch Insurance Group	State ID Number:
Suite 300	FEIN Number: 43-0990710	
Jersey City, NJ 07311		
(201) 743-4115 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$150.00
Retaliatory?	Yes
Fee Explanation:	Retaliatory fee applies for State of domicile (MO) charges \$150 fee per company filing.
Per Company:	Yes

State: Pennsylvania **Filing Company:** Arch Insurance Company
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Company	Amount	Date Processed	Transaction #
Arch Insurance Company	\$150.00	09/13/2019	165871109

State Specific

- *Filing Fee Amount: \$150
- *Date Filing Fee Mailed: N/A - via EFT
- *Filing Fee Check Number: N/A - via EFT
- *Filing Fee Check Date: N/A - via EFT
- *NAIC Number: 11150

SERFF Tracking #:

AICO-132082017

State Tracking #:

Company Tracking #:

ARCH-19-150-F

State:

Pennsylvania

Filing Company:

Arch Insurance Company

TOI/Sub-TOI:

01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)

Product Name:

Cemetery Insurance Program Commercial Property

Project Name/Number:

Cemetery Program /ARCH-19-150-F

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Debra Spertzel	09/13/2019	09/13/2019

SERFF Tracking #:

AICO-132082017

State Tracking #:

Company Tracking #:

ARCH-19-150-F

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Disposition

Disposition Date: 09/13/2019
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Effective Date (Renewal): 09/15/2019
Status: Approved

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Authorization to File (PC)		Yes
Form	PREMIER PROPERTY ENHANCEMENT ENDORSEMENT		Yes

State: Pennsylvania
TOI/Sub-TOI: 01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)
Filing Company: Arch Insurance Company
Product Name: Cemetery Insurance Program Commercial Property
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		PREMIER PROPERTY ENHANCEMENT ENDORSEMENT	00 CEM0002 00	07 17	END	New		0.000	00 CEM0002 00 07 17_ PREMIER PROPERTY ENHANCEMENT ENDORSEMENT .pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIER PROPERTY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM**

A. Schedule of Additional Premier Enhancement Endorsement Coverages and Limits

The following is a summary of increased Limits of Insurance and/or additional coverage provided by this endorsement. This endorsement is subject to the provisions of your policy.

1) Earthquake Coverage (Earth Movement)	\$25,000
2) Earthquake Sprinklers Leakage	\$25,000
3) Newly Acquired Property	\$300,000/\$300,000/\$300,000 180 Days
4) Business Income and Extra Expense	\$150,000
5) Business Personal Property	within 1500 feet
6) Flood or Backup of Sewers and Drains	\$25,000
7) Ordinance or Law – Undamaged Portion of the Building	Building Limit
8) Ordinance or Law – Demolition Cost	\$500,000
9) Ordinance or Law – Increased Cost	\$500,000
10) Accounts Receivable	\$75,000
11) Valuable Papers	\$75,000
12) Personal Effects / Property of Others	\$10,000/\$35,000
13) Computer/EDP Coverage for each Described Premises	\$35,000
14) Property Off Premises-Including Stock	\$500,000
15) Property at Conventions, Fairs, Exhibitions or Special Events	\$75,000
16) Property in Transit	\$50,000
17) Outdoor Property/Debris Removal	\$50,000
18) Money and Securities Inside and Out	\$25,000
19) Consequential Loss Assumption	\$50,000
20) Off Premises Power Failure	\$50,000
21) Utility Services (Business Income and Extra Expense Coverage)	Extension
22) Spoilage	\$35,000
23) Pollutant Clean-up and Removal	\$50,000
24) Fire Department Service Charge	\$35,000
25) Emergency Vacating Expense	\$25,000
26) Identity Theft Expense	\$25,000
27) Terrorist Travel Reimbursement	\$25,000
28) Emergency Real Estate Consulting Fee	\$25,000
29) Temporary Meeting Space Reimbursement	\$25,000
30) Workplace Violence Counseling	\$25,000
31) Key Individual Replacement Expense	\$75,000
32) Automated External Defibrillators	\$10,000
33) Lease Cancellation Moving Expenses	\$10,000
34) Other Buildings or Structures	\$10,000
35) Retaining Walls	\$10,000
36) Residential Room Reserve	\$75,000
37) Fire Extinguishers Recharge	\$15,000

38) Lock Replacement	\$10,000
39) Reward Reimbursement	\$30,000
40) Inventory and Appraisals of Loss	\$50,000
41) Pair, Set, or Parts	Adjustment included
42) Fine Arts	\$35,000
43) Furs	\$10,000
44) Precious Metals	\$10,000
45) Miscellaneous "Dependent Property" Locations	\$25,000
46) Brands and Labels	\$25,000
47) Kidnap Expense	\$50,000
48) Donation Assurance	\$25,000
49) Image Restoration Expense	\$25,000
50) Workplace Violence---Loss Of Income/Extra Expense	\$50,000
51) Non-Owned Detached Trailers	\$25,000

B. Premier Enhancement Endorsement Conditions

1. Applicability of Coverage

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

2. Limits of Insurance

- a. 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.
- b. Limits of Insurance identified, herein, are not excess of, nor applicable in addition to, Limits of Insurance provided by the coverage or causes of loss forms applicable to this endorsement.

3. Claim Expenses

Coverages provided, herein, are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

4. Applicability of Exclusions

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

5. Requirement for Covered Cause 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 as designated in the cause of loss form attached to the policy.

6. Definitions

Unless otherwise defined in this coverage enhancement, words or phrases that appear in quotation marks will have special meaning as defined in the Coverage Forms and Causes Of Loss **Special Form**.

7. Deductible(s)

All deductibles shown on this policy will apply to the additional coverages contained herein unless otherwise provided for in this Endorsement.

C. Schedule of Coverages and Limits

1. Earth Movement (Earthquake Coverage)

The following is added and supersedes any wording to the contrary under the Cause of Loss Special Form:

Your insurance provided by this Coverage Form, is extended, to apply to up to \$25,000 for direct physical loss or damage to Covered Property caused directly or indirectly by this otherwise excluded cause of loss.

This limited coverage does not apply to loss of Business Income or Extra Expense, or Equipment Breakdown coverage. We will not pay for loss or damage until the loss or damage exceeds \$1,000 and then we will pay the amount of loss or damage up to \$25,000, per occurrence during the policy period. The deductible for Earth Movement coverage is \$1,000 per occurrence.

2. Earthquake Sprinkler Leakage

The following is added and supersedes any wording to the contrary under the Cause of Loss Special Form:

We will pay up to \$25,000 for damages resulting from Sprinkler Leakage which is caused by Earth Movement, per occurrence during the policy period. The deductible for Earthquake Sprinkler Leakage is \$1,000 per occurrence.

3. Newly Acquired Property or Constructed Property

The Building and Personal Property Coverage Form is amended as follows under COVERAGE EXTENSIONS:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1500 feet of the described premises.

Your insurance is extended by this Coverage Part as follows:

- a. Your insurance is extended to the Building coverage as follows:
 - 1) Your new buildings while being built on the described premises
 - 2) Buildings you acquire at locations, other than the described premises, intended for;
 - (a) Similar use as the building described in the Declarations
 - (b) Used as a warehouse

The most we will pay for loss or damage under this Extension is \$300,000 for each building.

- b. Your insurance is extended to your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is \$300,000 at each building.

- c. Your insurance that applies to your acquired Buildings or Business Personal Property as described in this Extension is extended to the actual loss of business income you sustain and necessary extra expense you incur at any location.

The most we will pay for loss of Business Income or Extra Expense in any one occurrence under this Extension is \$300,000. No deductible applies to this business income and extra expense Extension of coverage.

- d. Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- 1) This policy expires
- 2) 180 days expire after you acquire or begin to construct the property
- 3) You report values to us. We will charge you additional premium for values reported from the date construction begins or you acquire the property.

We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

4. **Business Income and Extra Expense**

The following is added to the Building and Personal Property Coverage Form under COVERAGE EXTENSIONS:

1. **Business Income**

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

We will pay for the actual loss of Business Income 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 property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. 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:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) 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.

2. Extra Expense

Extra Expense means necessary expenses you incur during the “period of restoration” that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the “suspension” of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the “suspension” of business if you cannot continue “operations”.

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Additional Coverages

a. Civil Authority

In this Additional Coverage – Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused

by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) “Rental Value”

If the necessary “suspension” of your “operations” produces a “Rental Value” loss payable under this policy, we will pay for the actual loss of “Rental Value” you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the “Rental Value” that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of “Rental Value” incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of “Rental Value” must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

The most we will pay for loss in any one occurrence under this Business Income and Extra Expense coverage extension is \$150,000. No deductible applies to this coverage.

5. Building and Personal Property

The Building and Personal Property Coverage Form Coverage is amended as follows:

Coverage applies for your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1500 feet of the described premises.

6. Flood or Back-up of Sewers

The following is added and supersedes any wording to the contrary under the Cause of Loss Special form:

We will pay for loss or damage caused by or resulting from flood water or from water that backs up from a sewer, drain or sump. We will pay not more than \$25,000 in any one

occurrence. This extension does not apply to roof drainage systems, gutters or downspouts. The deductible for Flood or Back-up of Sewers coverage is \$1,000.

7. Ordinance or Law – Undamaged Portion

The following is added to the Building and Property Form under COVERAGE EXTENSIONS:

- 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.

8. Ordinance or Law – Demolition Cost Coverage

The following is added to the Building and Property Form under COVERAGE EXTENSIONS:

- a. 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 \$500,000 (separate from the Building Limit).

9. Ordinance or Law – Increased Cost of Construction Coverage

- a. 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 \$500,000 (separate from Building Limit).

Under Coverage A – Coverage for Loss to the Undamaged Portion of the Building:

The following is added to the Building and Property Form under COVERAGE EXTENSIONS:

- a. 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:
 - 1) 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
 - 2) The Limit of Insurance applicable to the covered Building property.
- b. If the Replacement Cost Coverage option applies and the property is not repaired or replaced; or
 - 1) 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.
- c. 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 in the Schedule above.
- d. We will not pay Under Coverage C – Increased Cost of Construction Coverage:
 - 1) Until the property is actually repaired or replaced, at the same or another premises; and
 - 2) Unless the repairs or replacement are 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.
- e. 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:
 - 1) The increased cost of construction at the same premises; or
 - 2) The applicable Increased cost of Construction Limit of Insurance shown in the Schedule above.
- f. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:
 - 1) The increased cost of construction at the new premises; or

- 2) The applicable increased Cost of Construction Limit of Insurance shown in the Schedule above.
- g. The terms of this endorsement apply separately to each building to which this endorsement applies.

10. Accounts Receivable

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

- a. Coverage for Your Business Personal Property is extended to apply to your records of accounts receivable.
- 1) At a described premises or in or on a vehicle in transit between described premises; or
 - 2) 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.
- b. Coverage for Your Business Personal Property is extended to apply to the amounts due from your customers that you are unable to collect due to a Covered Cause of Loss, including:
- 1) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - 2) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
 - 3) Other reasonable expenses that you incur to reestablish your records of accounts receivable that result from direct physical loss or damage by an Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.

- c. Account receivable loss payment will be determined as follows:

- 1) 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 amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.

- 2) The following will be deducted from the total amount of account receivable;
 - (a) The amount of the accounts for which there is no loss; and

- (b) The amount of the accounts that you are able to reestablish or collect; and
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - 3) 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.
- d. Loss Data Preparation Costs

We will pay up to \$5,000 for reasonable costs you incur in preparing loss data.

The most we will pay under this Extension is \$75,000 at each described premises.

11. Valuable Papers and Records

The Building and Personal Property Form is amended as follows under COVERAGE EXTENSIONS:

Coverage for Your Business Personal Property is extended to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is \$75,000 at each described premises.

12. Personal Effects / Property of Others

The Building and Personal Property Form is amended as follows under COVERAGE EXTENSIONS:

- a. Coverage for personal effects owned by you, your volunteers, your officers, your partners or your employees is amended as follows: The most we will pay for loss or damage under this extension is \$10,000 per individual / total pay out \$35,000 at each described premises.

- b. Coverage for Personal Property of others in your care, custody or control is amended as follows:

The most we will pay for loss or damages under this Extension is \$35,000 for personal property other than money and securities or \$10,000 for money and securities at each described premises. However, we will not pay more than \$10,000 for loss or damage to the personal property other than money and securities of any one resident or client, or \$500 for loss of money and securities of any one resident or client.

- c. We will not pay for loss or damage in any one occurrence under this Extension until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance under this Extension. No other deductible applies to this extension.

- d. Under this Extension, the value of your patients' or residents' money and securities will be calculated as the smaller of the following:

- 1) The cost to replace the money or securities at the time of loss; or,
- 2) The actual cash value of the money or securities at the time of loss.

However, at your option, the cost of replacing securities may be calculated using the market value of the securities at the time the claim is settled.

13. EDP Equipment and Media

The following is added to the Building and Personal Property Coverage Form under COVERAGE EXTENSIONS:

We will pay for direct physical loss to Covered Property.

The loss must be caused by or result from any of the Covered Causes of Loss.

The most we will pay for any loss under this coverage extension is \$35,000 at each scheduled location. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds a \$1,000 per location deductible. We will then pay the amount of loss or damage in excess of the deductible up to \$35,000 at each scheduled location.

We will also pay for direct physical loss to Covered Property that is temporarily away from your premises or in due course of transit. The most we will pay under this coverage extension is \$5,000 in any one occurrence. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$1,000. We will then pay the amount of loss or damage in excess of \$1,000 up to the applicable limit of insurance under this extension.

Covered Property, as used in this section of this enhancement, means electronic data processing devices operated by you and "data" or "media" owned proprietarily by you. The covered property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.

- (1) "Data" means information stored electronically and includes facts, instructions, concepts and programs converted to a form useable in electronic data processing operations.
- (2) "Media" means devices which store information which is accessible to computers.

Covered Property does not include:

1. Accounts, bills, deeds, evidence of debt, valuable papers, records, abstracts, manuscripts, or other similar documents or records. But we do cover this property if it is in a form useable in electronic data processing equipment.
2. Any property or "media" leased or rented to others while it is away from your premises.
3. Any property that is part of aircraft, automobiles, marine vessels, motorcycles, trucks, trailers, watercraft or other vehicles designed to transport people or property.
4. Contraband.
5. Copiers or electronic typewriters.
6. Property in the course of illegal transportation or trade.

7. Electronic Alarm Systems.

Covered Causes Of Loss

Covered Causes of Loss, as used in this Coverage Part, means RISKS OF DIRECT PHYSICAL LOSS (including “viruses”, “Trojan horses,” and “worms” unless the loss is excluded or limited by other provisions of this coverage extension.

Exclusions

We will not pay for loss or expense caused directly or indirectly by or resulting from any of the following.

Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. Earth Movement

Earthquake, landslide, erosion, mud-slide, mudflow, subsidence, volcanic action, or any other kind or type of land or earth movement.

This exclusion does not apply to property in transit.

2. Governmental Action

a. Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

b. The enforcement of any ordinance, law, rule, or ruling that requires the extraction, removal, cleanup, or restoration or environmental damage or “pollutants”.

3. Nuclear Hazard

a. Any weapon employing atomic fission or fusion, or

b. Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for direct loss caused by resulting fire if the fire would be covered under this Coverage Form

4. Ordinance of Law

The enforcement of any law, ordinance, regulation or order that:

a. Prohibits, regulates, or restricts the alteration, construction, installation, repair, or use of any property.

b. Regulates or requires the tearing down or demolition of any property, including the cost of removing its debris. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

5. War and Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign power, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. We will not pay for any loss caused by or resulting from:

1. Any error in machine programming or instructions to machines.
2. Delay, loss of market, loss of use, or consequential loss of any kind.
3. Dishonest or criminal acts committed by any of the following, including any of their employees, agents or authorized representatives. Dishonest acts include intentional destruction, falsification, or modification of records, data, or software to conceal dishonest acts.
 - a. You, your partners, officers, directors, or trustees;
 - b. Anyone else entrusted with property, or
 - c. Anyone else with an interest in property.

This exclusion applies whether or not such persons act alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered. Also, this exclusion does not apply to Covered Property that is entrusted to others who are public carriers for hire.

4. Operator or programmer error.
5. Processing or actual work upon Covered Property, meaning: repairing, adjusting, servicing, or other maintenance operation.

But we will pay for resultant loss to Covered Property caused directly by fire or explosion.
6. The suspension, lapse, cancellation, repeal, revocation, or refusal of, or any delay in the granting of, any license, lease, permit, contract, or order.
7. Theft of facts, concepts, data, or information without the theft of media on which this property is recorded.
8. Wear and tear, gradual deterioration, depreciation, hidden or latent defect, or any quality in the property that causes it to damage or destroy itself.

Definitions

“Trojan horses” are any program that, when initially called for execution, immediately does some form of damage to a computer system.

“Viruses” are any piece of computer code that replicates, reproduces, or propagates itself in its own image or, in the process of replication, reproduction, or propagation, may mutate. “Viruses” may contaminate or destroy data, programs, or computer operating systems.

“Worms” are programs that wait for a significant event (usually prescribed) to occur and then do some form of damage to a computer system.

14. Property Off Premises, Including Stock / Property at Conventions, Fairs, Exhibitions or Special Events

The Building and Personal Property Coverage Form is amended as follows under COVERAGE EXTENSIONS:

Coverage for Your Business Personal Property is extended to apply to your Covered Property that is temporarily at a location you do not own, lease, or operate. This Extension applies only if loss or damage is caused by a Covered Cause of Loss. This Extension does not apply to Covered Property:

- a. In or on a vehicle; or
- b. In the care, custody and control of your salespersons.

The most we will pay for loss or damage under this Extension is \$500,000. The most we will pay for loss or damage under this Extension is \$75,000 for losses occurring at a convention, fair, exhibition or special event.

15. Property in Transit

The following is added and supersedes any wording to the contrary under the Cause of Loss Special Form:

Your coverage is extended under this Coverage Form to apply to:

- a. Loss of or damage to Covered Property in the due course of transit.
- b. The actual loss of business income you sustain and necessary extra expense you incur during the “Period of Restoration” due to direct physical loss or damage to Covered Property in the due course of transit.

Coverage applies only while Covered Property is in transit within the Continental United States, Alaska, Hawaii, Puerto Rico, or Canada or between these places. This Extension does not apply to property that is otherwise covered for transit or to property of others that you are responsible for as a carrier for hire, as a shipper, or hauler. Coverage also does not apply to property once it is in the care of The United States Postal Service.

The most we will pay in any occurrence under this Extension for:

- a. Loss of or damage to Covered Property in the due course of transit is \$50,000.
- b. Loss of business income and extra expense is \$50,000.

No deductible applies to this coverage for loss of business income and extra expense.

16. Outdoor Property/Debris Removal

The Building and Personal Property Coverage Form is amended as follows under COVERAGE EXTENSIONS:

- a. Your coverage is extended under this Coverage Form to apply to your outdoor equipment, including fences and netting, playground equipment, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), signs, trees, shrubs, plants, and lawns, including the cost of debris removal, caused by or resulting from the following causes of loss:
 - 1) Fire;
 - 2) Lightning;
 - 3) Explosion;
 - 4) Riot or Civil Commotion;
 - 5) Aircraft;
 - 6) Vehicles; or
 - 7) Wind.
- b. The most we will pay for loss or damage under this Extension is \$50,000 at any one location.

The most we will pay for any one tree, shrub, plant or acre of lawn, including the cost of debris removal is \$1,000.

17. Money and Securities

The Building and Personal Property Coverage Form is amended as follows under COVERAGE EXTENSIONS:

Your coverage is extended under this Coverage Form to apply to money and securities used in your business that are lost, damaged or destroyed as a result of a Covered Cause of Loss. The most we will pay for the coverage is:

- a. \$25,000 on your premises stated in the Declarations, or in a recognized savings or banking institution; and
- b. \$25,000 away from your premises while in transit by a person authorized by you, or within the living quarters of someone to whom you have entrusted the Covered Property.

For the purposes of this Extension, money means currency, coins, bank notes, bullion, traveler checks and registered checks; and

Securities means documents or instruments of trade that represent money or property, such as revenue stamps, tokens, tickets, and unused postage on meters. We will not cover manuscripts, records or accounting books.

When the loss of money occurs, we will pay the cost to replace the money.

When the loss of securities occurs, we will pay the actual cash value of the securities at the end of the last business day before the loss is discovered, or the cost to replace the securities, whichever is less. We will not pay the loss of income, interest, or dividends that occurs as a result of a covered loss.

18. Consequential Loss Assumption Coverage

The Building and Personal Property Coverage Form is amended as follows under COVERAGE EXTENSIONS:

Your coverage is extended under this Coverage Form to apply to the reduction in value of undamaged parts of "Stock" in process of manufacture when the reduction is caused by direct physical loss or damage by a Covered Cause of Loss to other parts of the "Stock" in process of manufacture at the described premises.

The most we will pay in any one occurrence under this Extension is \$50,000.

19. Off-premises Power Failure

The following is added and supersedes any wording to the contrary under the Cause of Loss Special Form:

We will pay for loss of or damage to Covered Property, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to a "water supply service", "communication supply service", or "power supply service", not on the described premises.

- a. "Water Supply Service" means the following types of property supplying water to the described premises:
 - 1) Pumping stations; and
 - 2) Water mains.

- b. "Communication Supply Service" means property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - 1) Communication transmission lines; and
 - 2) Coaxial cables, and
 - 3) Microwave radio relays except satellites.

"Communication Supply Service" does not include overhead communication lines.

- c. "Power Supply Service" means the following types of property supplying electricity, steam, or gas to the described premises:
 - 1) Utility generating plants; and
 - 2) Switching stations; and
 - 3) Substations; and

- 4) Transformers; and
- 5) Transmission lines.

“Power Supply Service” does not include overhead transmission lines.

This Coverage extension does not apply to loss of Business Income or Extra Expense. We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the off-premises property to which this enhancement applies. The most we will pay for loss or damage under this extension is \$50,000.

20. Utility Services (Applicable to Business Income and Extra Expense Coverage)

The following is added and supersedes any wording to the contrary under the Cause of Loss Special Form:

Coverage for your Business Income and Extra Expense, if included in the policy, is extended to include loss or damage that you incur due to the interruption, caused by a Covered Cause of Loss, of “water supply service”, “communication supply service”, or “power supply service” to the premises described on the declarations.

- a. “Water Supply Service” means the following types of property supplying water to the described premises;
 - 1) Pumping stations; and
 - 2) Water mains.
- b. “Communication Supply Service” means property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as;
 - 1) Communication transmission lines; and
 - 2) Coaxial cables, and
 - 3) Microwave radio relays except satellites.

“Communication Supply Service” does not include overhead communication lines.

- c. “Power Supply Service” means the following types of property supplying electricity, steam or gas to the described premises:
 - 1) Utility generating plants; and
 - 2) Switching stations; and
 - 3) Substations; and
 - 4) Transformers; and
 - 5) Transmission lines

Power Supply Services does not include overhead transmission lines.

We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the off-premises property to which this enhancement applies. This coverage extension does not apply to direct physical damage to Covered Property.

21. Spoilage

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

- a. We will pay for direct physical loss or damage to Your Business Personal Property, and perishable personal property of your patients, residents, clients, students or members while at or within 1500 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
 - 1) Complete or partial interruption of electrical power to the described premises due to condition beyond your control; or
 - 2) Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.
- b. Coverage does not apply to:
 - 1) the manual disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power, or
 - 2) the deactivation of electrical power or current caused by the throwing of any switch or other device used to control the flow of electrical power or current; or
 - 3) the inability of an electric utility company or other power source to provide sufficient power; or
 - 4) the inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand.
- c. The most we will pay for loss or damage in any one occurrence is \$35,000. The deductible for Spoilage is \$1,000 per occurrence.

22. Pollutant Clean-up and Removal

The Building and Personal Property Coverage Form is amended as follows under ADDITIONAL COVERAGE:

The Limit of Insurance for this additional coverage is increased to \$50,000.

23. Fire Department Service Charge

The Building and Personal Property Coverage Form is amended as follows under ADDITIONAL COVERAGE:

The Limit of Insurance for this Additional Coverage is increased to \$35,000.

24. Emergency Vacating Expense

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

- a. The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the “emergency” vacating of the premises of your facility described in the Declarations, provided that vacating is necessary due to a Covered Cause of Loss.
- b. “Emergency” will mean imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to occupants.
- c. We will not pay for any expenses under this Extension arising out of:
 - 1) a strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority; or
 - 2) a planned vacating drill, or
 - 3) the vacating of one or more patients or residents that is due and confined to their individual medical condition; or
 - 4) any of the following, if they are excluded Causes of Loss elsewhere in the policy:
 - (a) Government Action;
 - (b) Nuclear Hazard; and
 - (c) War and Military Action

No other exclusions in your policy apply to this Extension.
- d. The most we will pay for Emergency Vacating Expenses in any one occurrence under this Extension is \$25,000. The deductible for Emergency Vacating Expenses is \$500 per occurrence.

25. Identify Theft Expense Coverage

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

- a. We will reimburse any present director or officer of the Named Insured, for “Identity Theft Expenses” incurred as the direct result of any “Identity Theft” first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the Insured’s first policy with the Company. The limit for this coverage will be \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.
- b. “Identity Theft” whenever used in this policy means the act of knowingly transferring or using, without lawful authority, a means of identification of any officer or director (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- c. “Identity Theft Expenses”, whenever used in this policy means:

- 1) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
- 2) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- 3) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

26. Terrorist Travel Reimbursement

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

- a. The Company will reimburse any present director or officer of the Named Insured in the event of a "Certified Act of Terrorism" during the policy period which necessitates that he/she incurs "Emergency Travel Expenses."
- b. "Emergency Travel Expenses" where ever used in this policy means:
 - 1) Hotel expenses incurred which directly result from the cancellation of scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight hours of a "Certified Act of Terrorism," and
 - 2) the increased amount incurred in air or train which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a "Certified Act of Terrorism."
- c. "Certified Act of Terrorism," whenever used in this policy will mean any act covered under Federal Terrorism Risk Insurance Act of 2007.

The limit for this coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage.

27. Emergency Real Estate Consultant Fee

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

The Company will reimburse the Insured any realtor's fee or real estate

consultant's fee necessitated by the Insured's need to relocate due to the "unforeseeable destruction of the Insured's principal location listed on the Declaration page during the policy period. The limit for the coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage.

"Unforeseeable Destruction" whenever used specifically with regard to this section, will mean Damage resulting from a "Certified Act of Terrorism," fire, crash or collapse which renders all of the Insured's primary office completely unusable.

The Company will not pay this benefit if payment is also due from the Company on any other policy.

28. Temporary Meeting Space Coverage:

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

The Company will reimburse the Insured for rental of meeting space which is necessitated by the temporary unavailability of the Insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit for this coverage will be \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

29. Workplace Violence Counseling Coverage

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

In the event that an incidence of workplace violence occurs at any of the Insured's premises during the policy period, the Company will reimburse the Insured for expenses incurred for the emotional counseling of employees of the Insured, during the policy period. The limit for this coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage. The Company will not pay this benefit if payment is also due from the Company on any other policy.

"Workplace violence", whenever used in this section of the policy will mean any intentional use of, or threat to use deadly force by any natural person, with an intent to cause harm and that results in bodily injury or death of the Insured or another natural person while on the Insured's premises. The Company will not pay this benefit if payment is also due from the Company on any other policy.

30. Key Individual Replacement Expense Coverage

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

The company will pay "Key Individual Replacement Expenses" if the Chief Executive Officer or Executive Director suffers an injury during the Policy Period which results in the loss of life during the Policy Period. The "Key Individual Replacement Expenses" limit shall be \$75,000. No deductible applies to this coverage.

"Key Individual Replacement Expenses", whenever used in this policy shall mean the following necessary expenses:

- a. Costs of advertising the employment position opening;
- b. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
- c. Miscellaneous extras expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

31. Automated External Defibrillators

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

Automated External Defibrillators (AEDs) are considered covered property. Coverage for Automated External Defibrillators is limited to \$10,000 per occurrence, which is in addition to the Business Personal Property Limit stated on the Declarations.

32. Lease Cancellation Moving Expenses

The following is added to the Building and Property Coverage Form under ADDITIONAL COVERAGE:

The Company will reimburse the Insured any moving expenses

necessitated by the Insured's need to relocate due to the cancellation of the lease at the insured's premises listed on the Declarations page during the policy period, provided that the lease cancellation occurs as a result of a Covered Cause of Loss. The limit for this coverage will be \$10,000 per policy period for all Insureds combined. No deductible applies to this coverage.

33. Other Buildings or Structures

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

Coverage for your building is extended to apply to any other building or structure located, and contents therein, at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. The limit for this coverage will be \$10,000 per policy for building coverage and \$10,000 per policy for contents coverage.

34. Retaining Walls

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

Coverage for your building is extended to apply to any retaining walls, which are not part of the Building, located at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. Coverage for all retaining walls is subject to a \$10,000 Limit of Insurance per location.

35. Residential Room Reserve

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

Coverage is extended to apply to actual net loss of income that you incur resulting from holding a resident's room when the resident has been temporarily hospitalized due to an accident or illness. Coverage begins three days after the funding for the resident's room has been suspended. The Limit of Insurance applicable to any one occurrence is \$10,000. The most we will pay for all losses under this extension is \$75,000.

36. Fire Extinguisher Recharge

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

Coverage is extended to cover 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 extension is \$15,000.

No deductible shall apply to this coverage.

37. Lock Replacement

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

Coverage is extended to cover necessary expense to repair or to replace exterior or interior door locks of a covered building:

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

The most we will pay under this extension is \$10,000 for any one occurrence.

No deductible shall apply to this coverage.

38. Reward Reimbursement

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

Coverage is extended to provide a reward for information that leads to a 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 the Company. The most we will pay for loss or damage under this extension is \$30,000 regardless of the number of persons involved providing the information.

No deductible shall apply to this coverage.

39. Inventory and Appraisals

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

Coverage is extended to cover your expenses, excluding those for public adjusters and appraisers, to record information, compile inventories, or obtain appraisals we require to comply with the loss conditions of this coverage form.

The most we will pay for loss or damage under this extension is \$50,000 for any one loss to covered property caused by a Covered Cause of Loss.

No deductible shall apply to this coverage.

40. Pair, Sets or Parts

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

- a. Pair or Set: In case of loss to any part or a pair or set we may:
 - 1) Repaired or replace any part to restore the pair or set to its value before the "loss"; or
 - 2) Pay the difference between the values of the pair or set before and after the "loss".
- b. Parts: In case of a loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

41. Fine Arts

The following is added to the Building and Property Coverage Form under COVERAGE EXTENSIONS:

- a. Coverage applies to "Fine Arts". Covered Causes of Loss are extended to include risks of direct physical loss or damage except:
 - 1) Any repairing, restoration or retouching process.
 - 2) Breakage of fragile fine arts articles, including art glass windows, statuary, marbles, glassware, Brick-a-brac, porcelains and similar fragile articles, unless caused by:
 - (a) The "Specified Causes of Loss";
 - (b) Building glass breakage;
 - (i) Earthquakes; or
 - (ii) Floods.
 - 3) Dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representative or anyone to whom you entrust the property for any purpose other than a bailee for hire or carrier:
 - (a) Acting alone or in collusion with others; or
 - (b) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.
 - 4) Voluntary parting with any property by you or anyone else whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - 5) Any of the following:
 - (a) Wear and tear,

- (b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
 - (c) Nesting or infestation, or discharge or release of waste products or secretions by insects, rodents; or
 - (d) Dampness or dryness of atmosphere or changes in or extremes in temperature.
- b. The most we will pay in any one occurrence for loss or damage to “fine arts” caused by or resulting from any Covered Cause of Loss is:
- 1) The Limit of Insurance that applies to the lost or damaged “fine arts”; or
 - 2) \$35,000; whichever is less.

42. Furs

The following is added and supersedes any wording to the contrary under the Cause of Loss Special Form:

The Limit of Insurance for furs is increased to \$10,000.

43. Precious Metals

The following is added and supersedes any wording to the contrary under the Cause of Loss Special Form:

The Limit of Insurance applicable to trophies, medals, jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals is increased to \$10,000.

44. Miscellaneous “Dependent Property” Locations

The Building and Personal Property Form is amended as follows under COVERAGE EXTENSIONS:

Your coverage is extended under the Business Income and Extra Expense Additional Coverage to apply to the actual loss of business income you sustain and necessary extra expenses you incur during the “Period of Restoration” due to direct physical loss or damage to property at the premises of a “Dependent Property” not described in the Declarations, caused by or resulting from a Covered Cause of Loss.

“Dependent Property”, whenever used in this section of the policy will mean property operated by others on whom you depend to:

- a. Deliver materials or services to you or to others for your account.
- b. Accept your products or services.
- c. Manufacture products for delivery to your customers under contract of sale, or
- d. Attract customers to your business.

The most we will pay under this Extension for loss or expense arising from any one occurrence at the premises of any one "Dependent Property" is \$25,000. No deductible applies to this Extension.

45. Brands and Labels

The Building and Personal Property Form is amended as follows under COVERAGE EXTENSIONS:

Your coverage is extended under this Coverage Form to apply when, in the event of loss or damage to your "Stock," you do not want to sell your damaged "Stock" under your brand or label, or you do not want us to take it as salvage with your brand or label attached, to cover the cost to:

- a. Remove the brand or label and then re-label the "Stock" to comply with the law.
- b. Label the "Stock" as salvage, but in doing so cause no further damage to it.

In either case, we will only pay the difference between the salvage value of the damaged "Stock" with the brand or label attached and its salvage value with the brand or label removed. The most we will pay for this Extension is \$25,000.

46. Kidnap Expense

The Company will pay on behalf of any Officer or Director of the Insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, "domestic partner", parent or child during the policy period, subject to a limit of \$50,000 each policy period, but not subject to any deductible. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

- a. Fee and expenses of an independent negotiator or consultant retained with prior approval of the Company;
- b. Interest on any loan taken by the Named Insured to pay Damages covered under this policy; provided, however, that the Company shall not be liable for any interest accruing prior to thirty (30) days preceding the date of such payment, nor subsequent to the date of reimbursement from the Company for any portion of damages recoverable under this policy;
- c. Costs of travel and accommodations incurred by the Named Insured which become necessary due to the applicable kidnapping;
- d. The reward paid by the named insured, which is pre-approved by the Company, to an informant for information not otherwise available, which leads to the arrest and conviction of persons responsible for any damages under this policy; and
- e. Current salary to an Officer or Director of the Insured who is kidnapped; provided, however, that the employee shall be held for more than thirty (30) days. Salary shall be paid for a period commencing upon abduction and ceasing upon the earliest of either the release of the employee or discovery of the death of the employee, or 120 days after the Company receives the last credible evidence that the employee is still alive, or twelve (12) months after the date of kidnapping, or the exhaustion of the kidnap expense limit, whichever comes first.

“Domestic Partner” whenever used in this enhancement endorsement means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the Named Insured.

47. Donation Assurance

The Company shall reimburse the insured for “Failed Donation Claims(s)”. The limit for this will be \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

With respect to any “Failed Donation Claim”:

- a. The donor must never have been in bankruptcy, nor have filed for bankruptcy/reorganization, nor been involved in such as a previous entity prior to the time said pledge was made to the insured;
- b. For non-cash donations, payment by the Company of a “Failed Donation Claim” shall be based on the fair market value of said non-cash donation at the time of the “Failed Donation Claim”;
- c. In the case of unemployment/incapacitation of a natural person donor as a condition of payment of the “Failed Donation Claim”;
 - i. Neither the natural person donor nor the Insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date and;
 - ii. The donor shall be unemployed for at least 90 days prior to the Company making payment;
- d. No coverage shall be afforded for a written pledge of funds or other measurable tangible property to the Insured dated prior to the policy period.
- e. A donation amount which is to be collected by the Insured over more than a twelve (12) month period shall be deemed a single donation.

“Failed Donation Claim” whenever used in this enhancement endorsement means written notice to the Insured during the Policy Period of:

- a. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable tangible property to the insured;
- b. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable tangible property to the Insured.

48. Image Restoration Expense

The Company shall reimburse to the Insured, expenses incurred for image restoration arising out of “Improper Acts” committed by an insured person up to a limit of \$25,000 per policy period for all insureds combined. Covered expenses are limited to:

- a. The costs, charged by a recruiter or expended on advertising, of replacing an Officer as a result of a covered "Improper Act", and
- b. The costs, charged by an image consulting service provider, of restoring the Named Insured's reputation and consumer confidence.

"Improper Acts" whenever used in this enhancement endorsement means any actual or alleged act of:

- a. sexual abuse
- b. sexual intimacy
- c. sexual molestation; and/or
- d. sexual assault

committed by an insured person against any natural person who is not an insured. Such "Improper Acts" must have been committed by the Insured while in his or her capacity as an Insured.

49. Loss of Income and Extra Expense Due to Workplace Violence

The following is added to the Business Income Coverage Form under Additional Coverages:

- a. Loss of Business Income—we will pay the actual loss of business income you sustain due to the suspension of your "operations" caused by any intentional use, or threat to use, deadly force by any person.
- b. Extra Expense—coverage is extended to include the cost of image consulting services or other specialists to restore the insured's reputation following an incident of workplace violence.

Determination of the business income loss under this additional coverage will be calculated only for the location where the workplace violence occurred. Coverage will only be for the "period of restoration".

The most we will pay for loss in any one occurrence under this Business Income and Extra Expense coverage extension is \$50,000. No deductible applies to this coverage.

50. Non-Owned Detached Trailers

The Building and Personal Property Coverage Form is amended as follows under COVERAGE EXTENSIONS:

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

- a. The trailer is used in your business
- b. The trailer is in your care, custody or control at the premises described in the Declarations, or within 1,500 feet of the premises; and
- c. You have a contractual responsibility to pay for loss or damage to the trailer.

We will not pay for any loss or damage that occurs:

- a. While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
- b. During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

The most we will pay for loss or damage under this extension is \$25,000.

This insurance is excess over the amount due (whether you can collect or not) from any other insurance covering such property.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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SERFF Tracking #:

AICO-132082017

State Tracking #:

Company Tracking #:

ARCH-19-150-F

State:

Pennsylvania

Filing Company:

Arch Insurance Company

TOI/Sub-TOI:

01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)

Product Name:

Cemetery Insurance Program Commercial Property

Project Name/Number:

Cemetery Program /ARCH-19-150-F

Supporting Document Schedules

Bypassed - Item:	Authorization to File (PC)
Bypass Reason:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	