

MAXIMIZER COVERAGE ENDORSEMENT

WHAT WE COVER:

In addition to any coverage shown on:

1. the Declarations Page,
2. the Supplemental Declarations Page,
3. the General Policy Provisions, or
4. any other coverage attached to your policy.

For an additional premium, we provide the following coverages or extensions of coverage subject to the terms contained in the policy. These added coverages apply only as excess over other coverage contained in your policy.

OPTION #1

| | |
|-------------|--|
| \$ 25,000. | ACCOUNTS RECEIVABLE |
| \$ 5,000. | ADDITIONAL DEBRIS REMOVAL |
| \$ 2,000. | ADDITIONAL EXPENSE |
| \$ 2,000. | BUSINESS CREDIT CARD, FORGERY, AND COUNTERFEIT MONEY |
| \$ 5,000. | BUSINESS PROPERTY AT NEWLY ACQUIRED LOCATIONS |
| \$ 2,000. | BUSINESS PROPERTY OF OTHERS |
| \$ 5,000. | DEMOLITION COVERAGE |
| \$ 5,000. | EMPLOYEE DISHONESTY |
| \$ 2,000. | SIGNS - EXTERIOR |
| \$ 5,000. | REFRIGERATED FOOD PRODUCTS |
| \$ 5,000. | MONEY AND SECURITIES |
| \$ 2,000. | PERSONAL EFFECTS |
| \$ 2,000. | PROPERTY IN TRANSIT |
| \$ 2,000. | SIGNS AWAY FROM THE PREMISES |
| \$ 2,000. | TREES, PLANTS, AND SHRUBS |
| \$ 25,000. | VALUABLE PAPERS AND RECORDS |
| \$ 5,000. | UTILITY INTERRUPTION |
| \$ 500. | LOCK REPLACEMENT |
| \$ 1,000. | FIRE PROTECTIVE DEVICES RECHARGE |
| \$ 100,000. | FIRE LEGAL LIABILITY |
| \$ 1,000. | GLASS COVERAGE REDEFINED |
| \$ 5,000. | VEHICLE DAMAGE TO BUILDINGS UNDER YOUR CARE, CUSTODY, CONTROL |
| \$ 1,000. | INCREASED LIABILITY COVERAGE FOR PROPERTY OF OTHERS IN YOUR CARE, CUSTODY, CONTROL |

OPTION #2

The following coverage is also provided if "Option 2" is indicated in the policy declarations:

| | |
|-------------|------------------|
| \$ 100,000. | LOSS OF EARNINGS |
|-------------|------------------|

OPTION #3

The following coverages are also provided if 'Option 3' is indicated in the policy declarations:

| | |
|-------------------------------|--------------------------|
| \$ 100,000. | LOSS OF EARNINGS |
| \$ (Policy Occurrence Limit - | NON-OWNED AUTO/HIRED CAR |
| Subject to Maximum of | |
| \$1,000,000). | |

PRINCIPAL COVERAGES

ACCOUNTS RECEIVABLE

What We Pay For:

We pay up to \$25,000 for loss or damage to Accounts Receivable on the described premises.

What We Do Not Pay For:

1. loss due to any fraudulent, dishonest or criminal act by any *insured*, a partner, or an officer, director or trustee, while working or otherwise, and whether acting alone or in collusion with others;
2. loss due to bookkeeping, accounting or billing errors or omissions;
3. loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation. This shall not prevent the use of such procedures in support of a claim for loss which the *insured* can prove, through evidence wholly apart from an audit of records or an inventory, is due solely to a risk of loss of records of accounts receivable but not otherwise excluded under this policy;
4. loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking obtaining or withholding;
5. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
6. loss due to nuclear reaction, nuclear radiation or radioactive contamination, or any other act or condition incident to them; or
7. loss caused by or resulting from:
 - a. hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual, impending or expected attack by:
 - 1) any government or sovereign power, or by any authority maintaining or using military, naval or airforces;
 - 2) military, naval or airforces; or
 - 3) an agent of any such government, power, authority or forces;
 - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or
 - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

ADDITIONAL DEBRIS REMOVAL

What We Pay For:

We pay up to \$5,000, as an additional amount, only when the sum of necessary expense of removal of the covered debris and the covered property loss exceeds the amount of insurance applicable on your policy.

ADDITIONAL EXPENSE

What We Pay For:

We pay up to \$2,000 for additional expense which *you* must incur to continue *business* as usual had no damage occurred.

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

BUSINESS CREDIT CARD, FORGERY AND COUNTERFEIT MONEY

What We Pay For:

We pay up to \$2,000 for loss when your

1. become legally obligated to pay for the unauthorized use of credit cards issued or registered in *your* name;
2. suffer a loss through forgery or alteration of checks, drafts, certificates of deposit and notes including negotiable orders of withdrawal drawn or issued by *you*; or
3. accept in good faith, counterfeit United States or Canadian paper currency.

What We Do Not Pay For:

1. any loss sustained as a result of *your* failure to comply with all of the requirements of the credit card;
2. any loss resulting from *your* dishonesty;
3. any loss resulting from use of the credit card by anyone with *your* permission; or
4. any loss involving a bank debit card or similar device used to deposit, withdraw or transfer funds.

BUSINESS PROPERTY AT NEWLY ACQUIRED LOCATIONS

What We Pay For:

We pay up to \$5,000 for *business* personal property at newly acquired locations.

What We Do Not Pay For:

This coverage ceases:

1. on the date more specific insurance takes effect;
2. 30 days from the date of the acquisition of the newly acquired *business* property;
3. on the date that the value of such property is reported to us; or
4. on the date this coverage is terminated;

whichever occurs first.

BUSINESS PROPERTY OF OTHERS

What We Pay For:

We pay up to \$2,000 for loss to *business* personal property of others in *your* care, custody and control while on the *insured premises*.

DEMOLITION COVERAGE

What We Pay For:

We pay up to \$5,000 for the costs incurred in demolishing any undamaged portion of the building(s) covered under this policy. The order for demolition must arise from enforcement of a state or municipal law or ordinance regulating the construction or repair of buildings and it must be in force at the time of loss necessitating such demolition.

EMPLOYEE DISHONESTY

What We Pay For:

We pay up to \$5,000 for loss of money, securities and other business property by any fraudulent or dishonest act committed by any of your employees, whether acting alone or in collusion with others.

What We Do Not Pay For:

This endorsement does not apply:

1. to loss due to any fraudulent, dishonest or criminal act by you, or by any of your partners, officers, directors, trustees or joint venturers, whether acting alone or in collusion with others;
2. to loss, the proof of which, either as to its factual existence or its amount, is dependent upon an inventory computation or profit and loss computation. However, this exclusion does not apply to loss which you can prove through evidence wholly apart from such computations; or
3. to any mysterious or unexplained disappearance or shortage of property.

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

Employee dishonesty coverage shall be canceled as to any employee immediately on discovery by the *insured*, or by any partner or officer of the company not in collusion with such employee, of any fraudulent or dishonest act on the part of such employee.

Our payment of any loss under this agreement shall not reduce the amounts of insurance of *your* policy.

DEFINITIONS - The following definitions apply to this policy for **Employee** Dishonesty;

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

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

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

EXTERIOR SIGNS

What We Pay For:

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

REFRIGERATED FOOD PRODUCTS

What We Pay For:

We pay up to \$5,000 for direct loss or damage from spoilage to the contents of a freezer or refrigeration unit on the *insured premises* and owned by you caused by or resulting from:

1. Temperature change due to:
 - a. mechanical breakdown or failure of the refrigeration system;
 - b. burning out of electrical motors;
 - c. blowing of fuses or circuit breakers;
 - d. the breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors or electric power, or
 - e. complete or partial lack of power to operate the refrigeration system.
2. Contamination by refrigerant.

Coverage Extensions

We agree to pay:

1. the reasonable expense *you* incur to reduce loss or damage covered under this endorsement to the extent that such loss or damage is reduced. However, the total expenses recoverable shall not increase the amount of insurance applicable to the covered property; and
2. the reasonable expenses *you* incur to clean up and dispose of spoiled property for which coverage is provided under this endorsement. The total expenses recoverable shall not increase the amount of insurance applicable to the covered property.

What We Do Not Pay For:

We do not pay for loss or damage due to:

1. explosion, rupture or bursting of:
 - a. water pipes;
 - b. steam boilers, steam pipes, steam turbines or steam engines;
2. the disconnecting of any refrigeration units from the source of electrical power or the termination of electrical power caused by throwing off of any switch or other device (on premises) usual to the shutting off of electrical current or electrical power,
3. the leaking or escape of refrigerant gas or gases from any cause including the rupture or bursting of refrigerant gas pipes or lines;
4. the breaking of any glass that is a permanent part of any refrigerating unit;
5. insufficient fuel or complete lack of fuel used in the normal operation of the stationary heating plant;
6. gradual deterioration, inherent vice, natural spoilage or any processing operation; or
7. the intentional decision or inability of any electrical utility company or other source of electrical power to provide sufficient power due to lack of fuel or governmental order or lack of generating capacity to meet demand.

DEFINITIONS - The following definitions apply to this policy for refrigerated food products;

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

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

MONEY AND SECURITIES

What We Pay For:

We pay up to \$5,000 for the loss of **money** and **securities** because of the actual destruction, disappearance or a dishonest act. This coverage applies if loss occurs:

1. within *your* place of *business* at the *business* address shown on the Declarations Page;
2. within any banking premises or similar place of safe deposit;
3. outside *your* place of *business* (but within the policy territory) while in the possession of any person whom *you* have authorized to have the care and custody of **money** and **securities** away from *your* place of *business*; and
4. while this coverage is in effect.

The amount of \$5,000 shall be the total limit of insurance on all loss of **money** and **securities** arising out of any one event. All loss connected with an actual or attempted dishonest act, or series of related acts, whether committed by one or more persons, shall be judged to arise out of one event.

What We Do Not Pay For:

This coverage for loss of money and securities does not apply:

1. to loss due to any fraudulent, dishonest or criminal act by *you*, by any of *your* employees, partners, officers, directors, trustees, joint venturers or authorized representatives, whether acting alone or in collusion with others;
2. to loss due to giving or surrendering of **money** and **securities** in any exchange or purchase;
3. to loss of **money** contained in coin-operated amusement devices or vending machines, unless the device or machine has an instrument that records the amount of **money** deposited; or
4. to loss due to accounting or arithmetical errors or omissions.

DEFINITIONS - The following definitions apply to this policy for **Money** and **Securities**;

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

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

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

PERSONAL EFFECTS

What We Pay For:

We pay up to \$2,000 for loss or damage to *your* personal effects and household furniture and at *your* option, personal effects of officers, partners or employees which are not usual and incidental to *your business* for an amount not exceeding \$250 for any one person or \$2,000 in any one occurrence. This coverage does not include loss by theft.

PROPERTY IN TRANSIT

What We Pay For:

We pay up to \$2,000 for loss or damage to *your business* property in transit aboard a conveyance of a common carrier. Loss will be adjusted at the amount of invoice, including prepaid or advance freight. In the absence of an invoice, the actual cash value of the *business* property at the point of shipment will be used.

SIGNS AWAY FROM THE PREMISES

What We Pay For:

We pay up to \$2,000 for repair or replacement of any physically damaged or destroyed sign located elsewhere in the coverage territory other than the *business* address shown on the Declarations Page.

TREES, PLANTS AND SHRUBS

What We Pay For:

We pay up to \$2,000 for loss or damage to trees, plants and shrubs on the *insured premises* caused by a specified cause of loss. The specified causes of loss are fire, lightning, explosion, riot, civil commotion, aircraft, vehicles not owned or operated by an *insured*, an employee or any occupant of the *insured premises* and vandalism.

What We Do Not Pay For:

1. We do not pay for loss or damage to trees, plants and shrubs that are grown for *business* purposes; and
2. We do not pay more than \$250 for any one tree, plant or shrub including the cost of removing the debris of the covered item.

VALUABLE PAPERS AND RECORDS

What We Pay For:

We pay up to \$25,000 for loss or damage to **Valuable Papers and Records** on the described **premises**

What We Do Not Pay For:

- 1. loss due to any fraudulent, dishonest or criminal act by *you*, a partner, an officer, director or trustee;
- 2. loss resulting from errors or omissions in processing or copying;
- 3. loss due to wear and tear,
- 4. loss to property which cannot be replaced with other of like kind or quality;
- 5. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
- 6. loss to property held as samples or for sale or for delivery after sale; and
- 7. loss of **money** or **securities**.

DEFINITIONS - The following definitions apply to this policy for Valuable Papers and Records;

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

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

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

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

**UTILITY INTERRUPTION
PROPERTY DAMAGE**

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental declarations.)

| Prem. No. | Bldg. No. | Property Covered | Perils Part | Utility Services | | | |
|-----------|-----------|--|-------------|------------------|------------------------|-----------------------------------|---------------------------------------|
| | | | | Water Supply | Communi-cations Supply | Electricity, Steam, or Gas Supply | Including Overhead Transmission Lines |
| | | As shown on declaration sheet Automatic Limit Available \$5,000 per location | | X | | X | |

PROPERTY COVERED

We cover loss up to \$5,000 to covered property shown on the schedule above caused by the interruption of a utility service to the described *premises*. The interruption must result from direct physical loss or damage caused by a covered peril to the utilities (of Water Supply, Electricity, Steam, or Gas Supply) not on the described premises.

This does not include overhead transmission lines unless indicated by an "X" on the schedule above.

PERILS COVERED

See the applicable Perils Part shown on the schedule above.

LOCK REPLACEMENT COVERAGE

This policy may be extended up to \$500 for replacement of locks necessitated by theft of keys. We do not cover unexplained or mysterious disappearance of keys.

FIRE PROTECTIVE DEVICES

You may extend the insurance provided by this Coverage Form to pay for the cost to recharge or refill any fire protective equipment when discharged:

1. To prevent or control a covered loss;
2. Accidentally; or
3. As a result of malfunction of the equipment.

The most we will pay under this Extension is \$1,000.

FIRE LEGAL LIABILITY

Coverage O (Fire Legal Liability) is extended to a limit of \$100,000.

GLASS COVERAGE

Glass Breakage Coverage is provided, as defined:

Glass Breakage - We do not cover glass breakage for more than \$1,000 in any one occurrence. These limits do not apply to loss by "Specified Perils" other than breakage of building glass or vandalism. This applies to buildings *you* own or buildings in *your* care, custody and control as described. Under Care, Custody and Control, this insurance will apply as excess over other valid and collectible insurance.

VEHICLE DAMAGE TO BUILDINGS UNDER YOUR CARE, CUSTODY AND CONTROL

We provide up to \$5,000 for loss caused by actual physical contact of vehicles with buildings on *premises* described, not owned by *you*, that are under *your* care, custody and control as described. Under Care, Custody and Control, this insurance will apply as excess over other valid and collectible insurance.

INCIDENTAL LIABILITY COVERAGE

Care, Custody or Control Exception of up to \$1,000 for property of others. This coverage is provided on form GL-242 attached.

EARNINGS

We cover *your* actual loss of net income normally earned by *your business* and payroll expense, taxes, interest, rents and other operating expenses normally incurred by *your business*. Net income means profit or loss before income tax.

We cover only such expenses as are necessary during this interruption of business. Consideration will be given to continuation of payroll and other expenses to the extent necessary to resume *your business* with the same quality of service that existed before the loss.

We cover *your* loss for the time it should reasonably take to resume *your business*, but no longer than the time it should reasonably take to rebuild, repair or replace the property that has incurred the loss or damage. The loss is not limited by the expiration date of the policy.

You must do all you can to reduce the loss. We do not cover any increase in loss due to *your* failure to use reasonable efforts to resume complete or partial business. This includes making use of other locations and property to reduce the loss.

In determining a loss, we will consider the experience of *your business* before the loss and the probable experience had no loss occurred.

NON-OWNED AUTO LIABILITY COVERAGE
HIRED AUTO LIABILITY COVERAGE

Insurance is provided only with respect to each of the following coverages when an additional premium charge is shown on the Declarations page.

The Commercial Liability Coverage of this policy is amended as follows:

NON-OWNED AUTO LIABILITY

Coverage L is extended to apply to *bodily injury* or *property damage* arising out of the use of a **non-owned auto** in *your business* by a person other than *you*.

HIRED AUTO LIABILITY

Coverage L is extended to apply to *bodily injury* or *property damage* arising out of the use of a **hired auto** by *you* or *your* employees in the course of *your business*.

DEFINITIONS

With respect to the coverage provided by this endorsement, the definition of *insured* is amended to include:

1. **Insured** -This means:
 - a. *you*;
 - b. any other person using a hired auto with *your* permission;
 - c. with respect to a **non-owned auto**, *your* partners or *your* executive officers, but only while the **non-owned auto** is used in *your business*; and
 - d. any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b. and c. above.

2. None of the following is an **insured**
 - a. any person engaged in the business of his or her employer with respect to *bodily injury* to any fellow employee of such person injured in the course of employment;
 - b. any partner or executive officer with respect to an **auto** owned by such partner or officer or member of his or her household;
 - c. any person while employed in or otherwise engaged in duties in connection with an **auto business**, other than an **auto business** operated by *you*; and
 - d. the owner or lessee (of whom *you* are a sublessee) of a **hired auto** or the owner of a **non-owned auto** or any agent or employee of any such owner or lessee.

The following definitions are added:

1. **Auto Business** - This means the business or occupation of selling, repairing, servicing, storing or parking automobiles.
2. **Hired Auto** - This means an **auto** *you* lease, hire or borrow on an occasional or infrequent basis. It does not include an **auto** *you* lease, hire or borrow from:
 - a. any of *your* employees or members of their households;
 - b. any of *your* partners or executive officers; or
 - c. any entity which requires *you* to provide **auto** insurance.

3. **Non-Owned Auto** - This means any **auto** *you* do not own, lease, hire or borrow which is used in connection with *your business*. If *you* are a partnership, a **non-owned auto** does not include any **auto** owned by any partner.

EXCLUSIONS APPLICABLE TO ALL COVERAGES

Exclusion 6.b. does not apply to a **hired auto**.

Exclusion 8. does not apply to *bodily injury* arising out of and in the course of domestic employment by the *insured* unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

ADDITIONAL EXCLUSIONS THAT APPLY TO PROPERTY DAMAGE LIABILITY

The following exclusion is added:

11. We do not pay for *property damage* to property owned or being transported by, or rented or leased to the *insured*.