

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTAURANT PREMIER PACKAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Premises Boundary

1. Paragraph **1.b. Covered Property** under Section **A. Coverage** is amended as follows:

The phrase "within one hundred (100) feet of the described premises" is changed to read "within one thousand (1,000) feet of the described premises".

2. Subparagraphs **5.f.(1) Business Income** and **5.g.(1) Extra Expense** under Section **A. Coverage** are amended as follows:

The phrase "within one hundred (100) feet of the site" is changed to read "within one thousand (1,000) feet of the site".

3. Paragraph **6. Coverage Extensions** under Section **A. Coverage** is amended as follows:

The phrase "within one hundred (100) feet of the described premises" is changed to read "within one thousand (1,000) feet of the described premises".

B. Paragraph **5. Additional Coverages** under Section **A. Coverage** is amended as follows:

1. Subparagraph **b.(2) Preservation of Property**, is deleted and replaced with the following:

(2) Only if the loss or damage occurs within sixty (60) days after the property is first moved.

2. Subparagraph **c. Fire Department Service Charge** is deleted and replaced with the following:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from an occurrence involving a Covered Cause of Loss, **we** will pay up to ten thousand dollars (\$10,000), unless a higher limit is shown on the Declarations, for this **Additional Coverage** for **your** liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

However, the Limits of Insurance for this **Additional Coverage** will never be less than ten thousand dollars (\$10,000).

No deductible applies to this **Additional Coverage**.

3. Subparagraph **f. Business Income** is amended as follows:

- a. The following is added:

Continuing normal operating expenses incurred, as described in **f.(1)(ii)** include:

(1) Tip income of **your** employees as reported by **you** to the Internal Revenue Service; and

(2) Franchisor fees and royalties as stipulated in **your** franchise agreement.

- b. Item **(2)(b)(ii) Extended Business Income** is deleted and replaced with the following:

(ii) Sixty (60) consecutive days after the date determined in **(2)(a)** above.

- c. The following are added:

(3) Off Premises Event Cancellation

We will pay the actual loss of Business Income **you** sustain if a **special event**, not at a covered location, is cancelled. Such cancellation must be caused by direct physical loss of or damage to property at the Off Premises Event location. The loss or damage must be caused by or result from a Covered Cause of Loss.

The amount **we** pay will be reduced by any income **you** receive from the use, in whole or in part, of any space reserved for a special event that has been cancelled.

The most **we** will pay for any one (1) loss under this coverage is ten thousand dollars (\$10,000).

Special event means any convention, conference, banquet, seminar, wedding, party or other public or private event, gathering or group meeting for which **you** have reserved space, and/or contracted for food, equipment or other supporting material or services away from **your** premises, but within the coverage territory.

Subparagraph **a.(2)** of **B.4. Business Income And Extra Expense Exclusions** does not apply to Off Premises Event Cancellation coverage.

With respect to this Additional Coverage, property damaged does not include property belonging to any suppliers of water, communication, or power services.

(4) Boil-Water Order

(a) We will pay the actual loss of Business Income **you** sustain and necessary Extra Expense **you** incur due to the **suspension of your operations** caused by a **Boil-water order**.

The most **we** will pay under this Additional Coverage is ten thousand dollars (\$10,000) at each described premises for the sum of all covered loss of Business Income and Extra Expense arising out of all **Boil-water orders** occurring during each separate twelve (12) month period of this policy.

This coverage will begin twenty-four (24) hours after **you** receive notice of the **Boil-water order** and will apply for a period of seven (7) consecutive days after coverage begins.

This Additional Coverage does not apply to any **Boil-water order** at a described premises, which occurs while access to the premises is prohibited by action of civil authority.

(b) With respect to this Additional Coverage, the following definitions are provided:

(i) Boil-water order means an advisory, notice, order or other communication issued by a governmental, health or water authority, providing that water at the described premises should be boiled before consumption or use, due to actual or potential contamination.

(ii) Suspension means partial shutdown or complete cessation.

4. Subparagraph i. Civil Authority is amended as follows:

The second unnumbered paragraph is deleted and replaced with the following:

The coverage for Business Income will begin twenty-four (24) hours after the time of that action and will apply for a period of up to three (3) consecutive weeks after coverage begins.

5. Subparagraph j. Money Orders And Counterfeit Paper Currency is deleted and replaced with the following:

j. Money Orders And Counterfeit Paper Currency

We will pay for loss due to the good faith acceptance of:

(1) Any U.S. or Canadian post office, express company, or national or state (or Canadian) chartered bank money order that is not paid upon presentation to the issuer; or

(2) Counterfeit United States or Canadian papery currency;

in exchange for merchandise, **money**, or services or as part of a normal business transaction.

The most **we** will pay for any loss under this Additional Coverage is ten thousand dollars (\$10,000).

6. Subparagraph k.(3) Forgery And Alteration is deleted and replaced with the following:

(3) The most **we** will pay for any loss, including legal expenses, under this Additional Coverage is ten thousand dollars (\$10,000).

7. The following items are added to A.5. Additional Coverages:

n. Crime Conviction Reward

We will pay a crime conviction reward to a person or persons (not to include any **insured** or any person in any way responsible for the crime) providing information which leads to a crime conviction in connection with loss or damage covered by this policy. The amount of the reward will be ten thousand dollars (\$10,000), unless a higher limit is shown on the Declarations for Crime Conviction Reward, for each covered location. However, in no event will the reward exceed the amount paid for the covered loss.

This reward applies per occurrence regardless of the number of persons providing information. No

deductible applies to this **Additional Coverage**.

o. Fire Extinguisher Recharge Expense Coverage

We will pay up to ten thousand dollars (\$10,000), unless a higher limit is shown on the Declarations, for this **Additional Coverage**, per occurrence, for the necessary costs to recharge or replace (whichever is less) fire extinguishers or fire suppression systems owned by the **insured** or for which the **insured** is legally responsible that are accidentally discharged or discharged as a result of extinguishing a fire which occurs at a location shown on the Declarations.

The deductible applicable to and shown on the Declarations for Building(s) and/or Business Personal Property applies to each loss under this **Additional Coverage**.

p. Lock Replacement Coverage

We will pay up to two thousand five hundred dollars (\$2,500), unless a higher limit is shown on the Declarations, per occurrence for the reasonable cost of necessary repair or replacement with like kind and quality of locks or tumblers at a location listed on the Declarations when the door key is lost due to theft covered under the policy.

No deductible applies to this **Additional Coverage**.

q. Brands And Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, and **we** take all or any part of the property at an agreed or appraised value, **you** may extend the insurance that applies to **your** Business Personal Property to pay expenses **you** incur to:

- (1) Stamp **salvage** on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- (2) Remove the brands or labels, if doing so will not physically damage the merchandise. **You** must relabel the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit of Insurance.

r. Blanket Personal Property

If two (2) or more locations are shown on the Declarations, and the Limit of Insurance shown for Business Personal Property at each covered location is at least ninety percent (90%) of the value of the Business Personal Property at the time of a covered loss, the combined limit for all Business Personal Property at all locations described on the Declarations may be applied to any one (1) location.

s. Customer's Property

We will pay up to ten thousand dollars (\$10,000), unless a higher limit is shown on the Declarations, per occurrence, subject to a maximum limit of one thousand dollars (\$1,000) on any single item, for the necessary costs to repair or replace (whichever is less) property of **your** customers which is in **your** care, custody, or control.

The Deductible applicable to and shown on the Declarations for Building(s) and/or Business Personal Property applies to each loss under this **Additional Coverage**.

t. Unauthorized Business Card Use

(1) **We** will pay for loss of **money** resulting directly from theft (meaning any act of stealing), forgery or unauthorized use of credit, debit or charge cards issued in **your** name, including:

- (a) Fund transfer cards;
- (b) Charge plates; and
- (c) Telephone cards.

(2) **We** will not pay for any loss:

- (a) Resulting from the use of any credit, debit or charge card issued in the name of anyone other than **you**, whether or not customarily used in **your** business;
- (b) Caused by any dishonest or criminal act committed by **you** or any of **your** partners, whether acting alone or in collusion with other persons; or
- (c) Caused by any dishonest or criminal act committed by any of **your** employees, directors, trustees, or authorized representatives:

- (i) Acting alone or in collusion with others; or
 - (ii) While performing services for **you** or otherwise.
- (3) The most **we** will pay under this Additional Coverage is five thousand dollars (\$5,000) for any one (1) occurrence.

u. Wine Collection

- (1) **We** will pay for direct physical loss of or damage to **your Wine Collection** at the described premises caused by or resulting from a **specified cause of loss**.
- (2) With respect to this Additional Coverage, **Wine Collection** means **your** stock held for sale consisting of:
 - (a) Wine;
 - (b) Champagne;
 - (c) Brandy; or
 - (d) Other bottled alcoholic beverages;
 that are not readily replaceable with like kind and quality through normal distribution sources common in the restaurant industry.
- (3) In the event of covered loss or damage under this Additional Coverage, the **Wine Collection** will be valued at **your** menu price at the time of loss.
- (4) The most **we** will pay under this Additional Coverage in any one (1) occurrence is ten thousand dollars (\$10,000), unless a higher limit is shown on the Declarations, but not more than five hundred dollars (\$500) for any one (1) item, unless a higher per item limit is shown on the Declarations, at each described premises. This limit is in addition to the Limits of Insurance.

v. Ordinance Or Law – Equipment Coverage

- (1) If a Covered Cause of Loss occurs to equipment that is Covered Property, other than refrigeration equipment, **we** will pay the additional costs **you** incur to repair or replace the equipment as required by law.
- (2) If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, **we** will pay:
 - (a) The cost to reclaim the refrigerant as required by law;
 - (b) The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act and any amendments thereto or any other similar laws; and
 - (c) The increased cost to recharge the system with a non-CFC refrigerant.
- (3) Exclusion **B.1.a.**, **Ordinance Or Law** does not apply to this Additional Coverage.
- (4) **We** will not pay under this Additional Coverage for the costs associated with the enforcement of any ordinance or law which requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- (5) **We** will not pay under this Additional Coverage for loss due to any ordinance or law that:
 - (a) **You** were required to comply with before the loss, even if the equipment was undamaged; and
 - (b) **You** failed to comply with.
- (6) The most **we** will pay under this Additional Coverage in any one (1) occurrence is ten thousand dollars (\$10,000).

w. Credit Card Forgery

- (1) **We** will pay for loss involving written instruments required in conjunction with **your** customers' credit, debit or charge cards resulting directly from forgery or alteration of such written instruments by **your** customers.
- (2) In addition to the Limitations and Exclusions applicable to property coverage, **we** will not pay for loss arising from any credit, debit, or charge card transaction if **you** have not complied fully with the provisions, conditions, or other terms of the card issuer.
- (3) In Section **A. Coverage**, under **2. Property Not Covered**, item **b.** does not apply to this Additional Coverage.

- (4) The most **we** will pay under this Additional Coverage in any one (1) occurrence is five thousand dollars (\$5,000).
- (5) All loss caused by any person or in which that person is involved, whether the loss involves one (1) or more instruments, is considered one (1) occurrence.
- (6) Paragraph **2.g. False Pretense** under Section **B. Exclusions** does not apply to this Additional Coverage.
- x. **Credit Card Slip Theft, Disappearance or Destruction**
- (1) **We** will pay for loss caused directly by theft, disappearance or destruction of written instruments required in conjunction with any of **your** customers' credit, debit, or charge card at the described premises.
- (2) In addition to the Limitations and Exclusions applicable to property coverage, **we** will not pay for loss:
- (a) Resulting from accounting or arithmetical errors or omissions; or
- (b) Due to the giving or surrendering of property in any exchange or purchase.
- (3) In Section **A. Coverages**, under **2. Property Not Covered**, item **b.** does not apply to this Additional Coverage.
- (4) The most **we** will pay under this Additional Coverage in any one (1) occurrence is five thousand dollars (\$5,000).
- (5) **You** must keep records of all written instruments so **we** can verify the amount of any loss or damage.
- (6) All loss:
- (a) Caused by one (1) or more persons; or
- (b) Involving a single act or series of related acts;
is considered one (1) occurrence.
- y. **Computer Fraud and Funds Transfer Fraud**
- (1) **We** will pay for:
- (a) Loss of and damage to **money, securities or other property** following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, a bank or savings institution:
- (i) To a person (other than a messenger) outside those premises; or
- (ii) To a place outside those premises; and
- (b) Loss of **money** or **securities** resulting directly from a **fraudulent instruction** directing a financial institution to transfer, pay or deliver **money** or **securities** from **your transfer account**.
- (2) Subparagraph **a.(4)** of Paragraph **A.4. Limitations** does not apply to this Additional Coverage.
- (3) Paragraph **2.g. False Pretense** under Section **B. Exclusions** does not apply to this Additional Coverage.
- (4) **We** will not pay for loss or damage caused by or resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value, or other cards or the information contained on such cards.
- (5) With respect to this Additional Coverage:
- (a) **Fraudulent instruction** means:
- (i) An electronic, telegraphic, cable, teletype, facsimile, or telephone instruction which purports to have been transmitted by **you**, but which was in fact fraudulently transmitted by someone else without **your** knowledge or consent;
- (ii) A written instruction (other than those described in Paragraph **A.5.k. Forgery Or Alteration**) issued by **you**, which was forged or altered by someone other than **you** without **your** knowledge or consent or which purports to have been issued by **you**, but was in fact fraudulently issued without **your** knowledge or consent; or
- (iii) An electronic, telegraphic, cable, teletype, facsimile, telephone, or written instruction

initially received by **you** which purports to have been transmitted by an employee, but which was in fact fraudulently transmitted by someone else without **your** or the employee's knowledge or consent.

(b) **Other property** means any tangible property other than **money** and **securities** that has intrinsic value but does not include any property excluded under this policy.

(c) **Transfer account** means an account maintained by **you** at a financial institution from which **you** can initiate the transfer, payment, or delivery of **money** and/or **securities**:

(i) By means of electronic, telegraphic, cable, teletype, facsimile, or telephone instructions communicated directly through an electronic funds transfer system; or

(ii) By means of written instructions (other than those described in Paragraph **A.5.k. Forgery Or Alteration**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

(6) The most **we** will pay for loss or damage under this Additional Coverage in any one (1) occurrence is ten thousand dollars (\$10,000).

(7) With respect to this Additional Coverage, Subparagraph **3.b. Money And Securities** under Section **G. Optional Coverages** is deleted and replaced with the following:

b. In addition to the Limitations and Exclusions applicable to property coverage, **we** will not pay for loss:

(1) Resulting from accounting or arithmetical errors or omissions;

(2) Due to the giving or surrendering of property in any exchange or purchase;

(3) Of property contained in any **money**-operated device unless the amount of **money** deposited in it is recorded by a continuous recording instrument in the device; or

(4) To **money** and **securities** following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank, or savings institution:

(a) To a person (other than a messenger) outside those premises; or

(b) To a place outside those premises.

C. Paragraph **6. Coverage Extensions** under Section **A. Coverage** is amended as follows:

1. Subparagraph **a.(1) Personal Property At Newly Acquired Premises** is deleted and replaced with the following:

(1) **You** may extend the insurance that applies to Business Personal Property to apply to the property at any premises **you** acquire.

The most **we** will pay for loss or damage under this extension is two hundred fifty thousand dollars (\$250,000) at each premises.

2. Subparagraph **b. Personal Property Off Premises** is deleted and replaced with the following:

b. **Personal Property Off Premises**

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than **money** and **securities**, **valuable papers and records** or accounts receivable, while it is in the course of transit or temporarily at a premises **you** do not own, lease, or operate. The most **we** will pay for loss or damage under this Extension is ten thousand dollars (\$10,000) unless a higher Limit of Insurance for Personal Property Off Premises is shown on the Declarations.

3. Subparagraph **c. Outdoor Property** is deleted and replaced with the following:

c. **Outdoor Property**

(1) **Outdoor Property – Antennas And Satellite Dishes**

You may extend the insurance provided by this policy to apply to **your** radio and television antennas and satellite dishes, including their lead-in wiring, masts, and towers.

For the purpose of this extension, the following is added to subparagraph **5.d.(3) Collapse Additional Coverage** under **A. Coverage** radio and television antennas and satellite dishes, including their lead-in wiring, masts, and towers.

The most **we** will pay for loss or damage under this Coverage Extension in any one (1) occurrence is five thousand dollars (\$5,000), unless a higher Limit of Insurance is shown on the Declarations for Outdoor Property.

(2) Outdoor Property – Trees, Shrubs, Plants And Lawns

You may extend the insurance provided by this policy to apply to **your** outdoor trees, shrubs, plants, and lawns other than those held in storage or for sale, including debris removal expense, caused by, or resulting from any of the following causes of loss:

- (a) Fire;
- (b) Lightning;
- (c) Explosion;
- (d) Riot or Civil Commotion; or
- (e) Aircraft.

The most **we** will pay for loss or damage under this Coverage Extension in any one (1) occurrence is five thousand dollars (\$5,000), unless a higher Limit of Insurance is shown on the Declarations for Outdoor Property, but not more than one thousand dollars (\$1,000) for any one (1) tree, shrub, plant, or lawn.

4. Subparagraph d. Personal Effects is deleted and replaced with the following:

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by **you**, **your** officers, **your** partners, or **your** employees. This extension does not apply to:

- (1) Tools or equipment used in **your** business; or
- (2) Loss or damage by theft.

The most **we** will pay for loss or damage under this Extension is ten thousand dollars (\$10,000), but not more than two thousand five hundred dollars (\$2,500) for any one (1) individual.

5. Subparagraph f.(2) Accounts Receivable is deleted and replaced with the following:

- (2) The most **we** will pay under this Coverage Extension for loss or damage in any one (1) occurrence at the described premises is twenty-five thousand dollars (\$25,000), unless a higher Limit of Insurance for accounts receivable is shown on the Declarations.**

For accounts receivable not at the described premises, the most **we** will pay is twenty-five thousand dollars (\$25,000).

6. The following items are added to 6. Coverage Extensions under A. Coverage:

g. Newly Acquired or Constructed Buildings

- (1) **You** may extend the insurance that applies to Building(s) to apply to:**

- (a) **Your** new buildings while being built on the described premises; and**
- (b) Buildings **you** acquire at locations, other than the described premises, intended for:**
 - (i) Similar use as the building described in the Declarations; or**
 - (ii) Use as a warehouse.**

- (2) The most **we** will pay for loss or damage under this Extension is five hundred thousand dollars (\$500,000) at each covered building. Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:**

- (a) This policy expires;**
- (b) Thirty (30) days expire after **you** acquire or begin to construct the property; or**
- (c) **You** report values to **us**.**

We will charge **you** additional premium for values reported from the date construction begins or **you** acquire the property.

The deductible applicable to and shown on the Declarations for Building(s) applies to each loss under this **Coverage Extension**.

h. Claims Expense

- (1) In the event of covered loss or damage, **we** will pay up to ten thousand dollars (\$10,000) as an additional amount of insurance for all reasonable expenses **you** incur at **our** request to assist **us** in:
 - (a) The investigation of a claim or suit; or
 - (b) The determination of the amount of loss, such as taking inventory.
- (2) **We** will not pay under this **Coverage Extension** for:
 - (a) Expenses to prove that loss or damage is covered;
 - (b) Expenses incurred under **E. Property Loss Conditions, 2. Appraisal**; or
 - (c) Expenses incurred for examination under oath, even if requested by **us**.

i. Building – Tenant Obligation

- (1) If:
 - (a) **You** are a tenant; and
 - (b) **You** are contractually obligated to insure or pay for loss or damage to any part of a building **you** occupy;

at the described premises, **you** may extend the insurance provided by this policy to apply to direct physical loss of or damage to such property caused by or resulting from any Covered Cause of Loss.
- (2) This Coverage Extension does not apply to any otherwise covered tenant's improvements and betterments.
- (3) The most **we** will pay for loss or damage under this Coverage Extension in any one (1) occurrence is ten thousand dollars (\$10,000) at each described premises.

D. The following is added to Section G. Optional Coverages:

6. Employee Dishonesty – Customer Loss

- a. **We** will pay up to five thousand dollars (\$5,000) for loss of or damage to **money, securities, or other property** sustained by **your** customers resulting directly from theft committed by an identified employee, acting alone or in collusion with other persons, subject to the Employee Dishonesty deductible shown in the Declarations.
- b. The property covered under this coverage is limited to property:
 - (1) That **your** customer owns or leases; or
 - (2) That **your** customer holds for others.

Coverage applies only while the property is in a building at the premises described in the Declarations.
- c. **We** will not pay for loss or damage resulting from any dishonest or criminal act that **you** or any of **your** partners commit whether acting alone or in collusion with any other persons.
- d. This insurance is for **your** benefit only. It provides no rights or benefits to any other person or organization, including **your** customer. Any claim for loss incurred by **your** customers that is covered under this coverage must be presented to **you**.
- e. All loss or damage:
 - (1) Caused by one (1) or more persons; or
 - (2) Involving a single act or series of related acts; is considered one (1) occurrence.
- f. **We** will only pay for loss or damage **you** sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force, or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- g. This Optional Coverage does not apply to any employee immediately upon discovery by:
 - (1) **You**; or
 - (2) Any of **your** partners, officers, or directors not in collusion with the employee; of any dishonest act committed by that employee before or after being hired by **you**.
- h. In Section **A. Coverage**, under **2. Property Not Covered**, item **b.** does not apply to this Optional Coverage.
- i. With respect to this coverage, the following definition is provided:

Other property means any tangible property other than **money** and **securities** that has intrinsic value, but does not include any property specifically excluded under this policy.

E. Property Definitions

Item **a.** of Paragraph **3. Period of restoration** in Section **H. Property Definitions** is deleted in its entirety and replaced with the following:

a. Begins:

(1) Immediately after the time of direct physical loss or damage for Business Income or Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

This endorsement is part of **your** policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

SPECIMEN