



## STANDARD BUSINESSOWNERS COVERAGE

### WHAT WE COVER

In addition to any property or liability coverage otherwise provided by *your* policy, *we* provide the coverages shown in this policy form. These coverages are subject to the *terms* contained in the General Policy Provisions, the Causes of Loss form(s) and, if applicable, the General Liability Coverage form of *your* policy. In the event of a conflict between the provisions contained elsewhere in *your* policy and this policy form, the provisions of this policy form will prevail.

Unless otherwise stated in this policy form, the coverages provided in this policy form are additional insurance.

The amount *we* pay for any one covered property loss will not exceed the amount of insurance specified for that loss by this policy. The amount *we* pay for any one covered liability loss will not exceed the limit of liability specified for that loss by this policy.

Unless otherwise stated in this policy form, a \$500 deductible applies to the property coverages contained in this policy form. If more than one deductible contained in *your* policy is applicable to the loss, then the highest of any applicable deductible will prevail.

The following property coverages apply to this policy form:

- A. *Additional Expense*
- B. Debris Removal
- C. *Loss Of Income*

The following liability coverages apply to this policy form:

- A. Coverage M-Medical Payments
- B. Coverage O-Fire Legal Liability

### DEFINITIONS

The following definitions apply to this policy form:

1. *Additional expense* means expenses *you* incur during the *period of restoration* in order to minimize or avoid a partial or full cessation of *your business* that are necessary to continue *your* operations, either at the *insured premises* or at a temporary location, including expenses to relocate and equip the temporary premises.
2. *Dependent property* means a property *you* do not own, however, *you* depend on:
  - a. To deliver materials or services to *you* or others for *your* account;
  - b. To accept *your* products or services;
  - c. To manufacture *your* products for delivery to *your* customers; or
  - d. To attract customers to *your business*.

*Dependent property* does not include communication or utility services on which *you* depend to run *your business*.

3. *Loss of income* means the income *your business* could reasonably be expected to have earned during the *period of restoration* if no covered property loss had occurred less any income *your business* actually earned. *Loss of income* does not include charges and expenses which do not necessarily continue during the time of interruption. Coverage also applies to expenses *you* incur to reduce *loss of income*, however, only to the extent that they actually reduce *your loss of income*.
4. *Medical expenses* means reasonable and necessary expenses for:
  - a. Medical, surgical, x-ray, ambulance, hospital, professional nursing, funeral and dental services;
  - b. Eyeglasses, contact lenses, prosthetic devices and prescriptions; and

c. First aid at the time of an accident.

5. **Period of restoration:**

a. Means the time period that commences:

- 1) For **Loss Of Income** coverage, 72 hours from the time when accidental direct physical loss or damage to covered property results from a covered cause of loss at the **insured premises**; or
- 2) For **Additional Expense** coverage, immediately at the time when accidental direct physical loss or damage to covered property results from a covered cause of loss at the **insured premises**.

b. Ends at the earliest of:

1) For **Loss Of Income** coverage:

- a) The date when the loss or damage at the **insured premises** should be repaired, rebuilt or replaced with reasonable speed with like kind and quality materials;
- b) The date when **business** is resumed at a new permanent location; or
- c) The length of time **you** have **Loss Of Income** coverage as stated in the Declarations.

2) For **Additional Expense** coverage:

- a) The date when the loss or damage at the **insured premises** should be repaired, rebuilt or replaced with reasonable speed with like kind and quality materials; or
- b) The date when **business** is resumed at a new permanent location.

c. Does not include the increased time necessary due to any ordinance or law being enforced.

## PROPERTY COVERAGES

### A. ADDITIONAL EXPENSE

#### 1. WHAT WE PAY FOR

**We** pay up to \$1,000 per occurrence for necessary **additional expense** during the **period of restoration**, which **you** incur to continue **your business** as usual had no accidental direct physical loss or damage occurred to property at the **insured premises**. The loss or damage must result from a covered cause of loss.

**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.

#### 2. WHAT WE DO NOT PAY FOR

**We** do not pay for:

- a. Expenses covered under the **Loss Of Income** or **Loss Of Income From Dependent Property** coverages of this policy;
- b. **Additional expense** resulting from the enforcement of ordinance or law or as a result of civil authority;
- c. **Additional expense** due to interference by strikers or other people with the restoration or replacement of property, or with the resumption or continuation of **your business**;
- d. **Additional expense** caused by the suspension, lapse or cancellation of any lease, license, contract or order; or
- e. **Additional expense** resulting from any other type of consequential loss.

Payments under **Additional Expense** coverage may extend beyond the end of the policy period.

### B. DEBRIS REMOVAL

#### 1. WHAT WE PAY FOR

The amount of insurance for Debris Removal coverage is increased an additional 5% from what is provided in the Removal provision of the Incidental Coverages of the General Policy Provisions, when the debris removal expense exceeds 25% of the amount **we** pay for the direct loss or damage, or when the loss to property and debris removal combined exceeds the amount of insurance for the property.

Refer to the Incidental Coverages of the General Policy Provisions of *your* policy for applicable *terms*, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

## C. LOSS OF INCOME

### 1. WHAT WE PAY FOR

We pay for *loss of income* during the *period of restoration you* incur when *your business* is interrupted by a necessary diminution or suspension of operations at the *insured premises* due to accidental direct physical loss or damage resulting from a covered cause of loss. *You* will make every reasonable effort to resume complete or partial operations as soon as possible and, where practicable, use substitute facilities and property.

*Loss of income* will be determined using:

- a. Net income meaning net profit or loss that would have been earned or incurred before income taxes. For manufacturing risks, net income includes the net sales value of production;
- b. Payroll expenses meaning the amount incurred by *you* necessary to resume operations with the same quality of service that existed just before the accidental direct physical loss or damage occurred;
- c. All other necessary operating expenses incurred during the *period of restoration* in order to continue *your business*; and
- d. Any relevant and reliable sources of information applicable to *your business*.

**Civil Authority-**We pay for *loss of income* when access to *your* place of *business* is prohibited by civil authority as a result of accidental direct physical loss or damage from a covered cause of loss to property at other than the *insured premises*, provided that:

- a. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the *insured premises* are within that area but are not more than one mile from the damaged property; and
- b. The action by civil authority is taken in response to dangerous physical conditions that resulted from a covered cause of loss or to enable civil authority to have access to the damaged property.

*Loss of Income* coverage for Civil Authority commences 72 hours after the first notice that a decision by civil authority to prohibit access to the *insured premises* has taken place.

*Loss of Income* coverage for Civil Authority ends at the earlier of six consecutive weeks from when coverage commences, or when the action prohibiting access to the *insured premises* ends.

### 2. WHAT WE DO NOT PAY FOR

We do not pay for:

- a. *Loss of income* caused by the suspension, lapse or cancellation of any lease, contract or order;
- b. *Loss of income* caused directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair, or demolition of buildings or structures;
- c. *Loss of income* caused by the destruction, corruption or *theft of electronic data*;
- d. Any claim for *loss of income* due to interference by strikers or other people with rebuilding, repairing or replacing property, or with the resumption or continuation of operations;
- e. Any claim for *Additional Expense* coverage;
- f. Any claim for *Loss Of Income From Dependent Property* coverage; or
- g. Any claim for consequential loss.

Payments under *Loss Of Income* coverage may extend beyond the end of the policy period.

## LIABILITY COVERAGES

**NOTE:** If any of these liability coverages are also contained in the General Liability Coverage form, they are deleted and replaced with the following.

### A. COVERAGE M-MEDICAL PAYMENTS

#### 1. WHAT WE PAY FOR

Regardless of fault, *we* pay *medical expenses* for *bodily injury* to which this coverage applies. However, the amount *we* pay will be limited as described in the How Much *We* Pay For Loss Or Claim section of the General Liability Coverage. Payments made under Coverage M-Medical Payments may be made to the injured person or any person or organization rendering the services and the payment will reduce the amount payable for such injury. Payment will not constitute an admission of liability by any person or by *us*.

- a. Coverage M-Medical Payments applies only to *bodily injury* caused by an accident:
  - 1) On premises *you* own or rent;
  - 2) On ways abutting premises *you* own or rent; or
  - 3) Because of operations covered by the General Liability Coverage.
- b. Coverage M-Medical Payments applies only if:
  - 1) The accident takes place during the policy period and in the *coverage territory*;
  - 2) *Medical expenses* are incurred and reported to *us* within one year from the date of the accident;
  - 3) The injured person will, after each request from *us*, execute an authorization to enable *us* to obtain medical reports and copies of records; and
  - 4) The injured person, at *our* expense, submits to physical examinations by physicians selected by *us* when, and as often as *we* may reasonably require.

#### 2. WHAT WE DO NOT PAY FOR

These exclusions apply to Coverage M-Medical Payments.

*We* do not pay *medical expenses* for *bodily injury*:

- a. **Athletics**-To any person practicing, instructing or participating in any physical exercise, sport or athletic activity.
- b. **Coverage L**-Excluded under Coverage L of the General Liability Coverage.
- c. **Hired Person**-To any person hired to perform work for or on behalf of any *insured* or a tenant of any *insured*.
- d. **Insured**-To any *insured*, except *volunteers*.
- e. **Occupied Premises**-To any person if the *bodily injury* occurs on that part of the premises *you* own or rent that the person normally occupies.
- f. **Workers' Compensation** -To any person if any benefits for bodily injury are payable or required to be provided under any workers' compensation, unemployment compensation, disability benefits law, or any similar law.

### B. COVERAGE O-FIRE LEGAL LIABILITY

#### 1. WHAT WE PAY FOR

*We* pay up to \$50,000 per *occurrence*, unless otherwise stated in the Declarations, when the *insured* is legally obligated to pay for *property damage* to buildings or structures rented to or occupied by *you* including fixtures permanently attached, if such *property damage* arises out of fire or explosion.

*We* have the right and duty to defend the *insured* against any *suit* seeking such damages, even if any of the allegations of the *suit* are groundless, false or fraudulent, provided the *suit* originates from *property damage* not otherwise excluded. *We* may make, at *our* option, any investigation and settle any claim or *suit* that *we* decide is appropriate. However, the amount *we* pay for damages will be limited as described in the How Much *We* Pay For Loss Or Claim section of the General Liability Coverage. *We* are not obligated to provide a defense, after *we* have paid, either by judgment or settlement, an amount equal to *our* limit of liability. No other obligations or liability to pay sums, or to perform acts or services is covered, unless specifically provided for in the Supplementary Payments section of the General Liability Coverage.

- a. Coverage O-Fire Legal Liability applies only if:
  - 1) **Property damage** is caused by an **occurrence** which takes place during the policy period and in the **coverage territory**; and
  - 2) No **authorized representative** had knowledge prior to the inception of the policy period that the **property damage** occurred. If an **authorized representative** possessed such knowledge prior to the inception of the policy period, then any continuation, resumption or change of the **property damage** will be deemed to have been known prior to the policy period.
- b. **Property damage** which occurs during the policy period includes any continuation, resumption or change of that **property damage** after the end of the policy period, provided that no **authorized representative** had knowledge prior to the inception of the policy period that the **property damage** occurred.
- c. **Property damage** will be deemed to have been known to occur at the earliest time when any **authorized representative**:
  - 1) Makes a report of all or part of the **property damage** to **us** or any other insurer;
  - 2) Receives a verbal or written demand or claim for damages resulting from **property damage**; or
  - 3) Becomes aware by any means that **property damage** has occurred or begun to occur.

## 2. WHAT WE DO NOT PAY FOR

These exclusions apply to Coverage O-Fire Legal Liability.

**We** do not pay for:

- a. **Contractual Liability**-Liability assumed by the **insured** under any contract or agreement.  
This exclusion does not apply to liability for damages that the **insured** would have in the absence of the contract or agreement.
- b. **Expected Or Intended Injury-Property damage**:
  - 1) Expected, directed or intended from the standpoint of the **insured**; or
  - 2) Resulting from intentional and malicious acts of the **insured**.
- c. **Professional Service-Property damage** due to the rendering of or failure to render any **professional service**. This exclusion applies even if the claims against an **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of other persons by an **insured**.

All other **terms** and conditions remain unchanged.