

# HOTEL/MOTEL EXTENDER ENDORSEMENT

### 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 and the Causes of Loss form(s) 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.

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. Backup, Discharge Or Overflow

B. Computer Information Systems Coverage

C. Fine Arts Coverage

D. Money And Securities

E. Personal Property Of Others

F. Refrigerated Property

## **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. **Computer hardware** means machinery or equipment that is programmable or used to store, process and retrieve data, including any component parts and related peripheral equipment that provides for data transmission or printing.
- 3. *Fine arts* means paintings, pictures, print reproductions, drawings, etchings, sculptures, statuary, marbles, bronzes, tapestries, handwoven or oriental rugs, antique furniture or silver, rare books or manuscripts, rare glassware, porcelains, bric-a-brac, collectibles or other items of art rarity or antiquity.
- 4. 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.
- 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.
- 6. Refrigeration breakdown means a change in temperature or humidity from the failure of a refrigerating unit.
- 7. **Refrigeration power failure** means a change in temperature or humidity of a refrigerating unit resulting from partial or complete lack of electrical power, either on or off the *insured premises* that is beyond *your* control.
- 8. **Refrigerated property** means perishable **stock** maintained under controlled refrigerated conditions to preserve it and which is susceptible to spoilage if the controlled refrigerated conditions change.

### PROPERTY COVERAGES

## A. BACKUP, DISCHARGE OR OVERFLOW

### 1. WHAT WE PAY FOR

**We** pay up to \$2,500 per occurrence for accidental direct physical loss or damage to property caused by the backup, discharge or overflow of water, waterborne material or sewage on the *insured premises*:

- a. Through sewers or drains; and
- b. Through sump basins caused by failure of sump pump operations.

### 2. WHAT WE DO NOT PAY FOR

- a. Loss or damage resulting from an insured's negligence;
- b. Loss or damage resulting from an *insured's* neglect or failure to service or maintain the sump pump or any plumbing appliance; or
- c. Generalized or localized flooding resulting from excess runoff or overflow of streams, rivers or other bodies of water.

## **B. COMPUTER INFORMATION SYSTEMS COVERAGE**

## 1. WHAT WE PAY FOR

We pay up to \$5,000 for accidental direct physical loss or damage resulting from a covered cause of loss to computer hardware, electronic data and media while it is located on the insured premises.

The following additional coverages also apply:

- a. **Utility Interruption-**We pay up to \$5,000 for loss or damage to covered property resulting from interruption of electricity from an electric utility source away from the *insured premises*, when the utility interruption manifests itself in damage to covered *computer hardware*, *electronic data* or *media* located on the *insured premises*.
- b. **Equipment Rental Reimbursement-**We pay up to \$5,000 for the cost of renting substitute computer hardware when your computer hardware is rendered inoperative by a covered cause of loss. This coverage commences 24 hours after a covered cause of loss occurs and the substitute computer hardware must be comparable to your computer hardware.
- c. **Backup Materials-***We* pay up to \$5,000 for loss or damage to *electronic data* or *media* stored at locations away from the *insured premises* resulting from a covered cause of loss.
- d. **Equipment Breakdown-***We* pay up to \$5,000 for loss or damage to *computer hardware*, *electronic data* or *media* caused by equipment or electrical breakdown, or magnetic injury, when such loss or damage results from a covered cause of loss originating on the *insured premises*.

### 2. WHAT WE DO NOT PAY FOR

**We** do not pay for:

- a. Mainframe computers, servers, and similar equipment that is not portable or transportable in nature;
- b. *Computer hardware*, *electronic data*, *media* or any other property while on lease to or rented to others and away from *your insured premises*;
- c. *Computer hardware*, *electronic data*, *media* or any other property that constitutes *your* merchandise or *stock*;
- d. Accounts, bills, deeds, evidences of debt, records, abstracts, *money*, *securities* or manuscripts, excepting those existing in *electronic data* form. Financial documents are covered only as electronic records and not for any monetary or face value;
- e. Leased computer hardware, electronic data or media; or
- f. Loss that results from:
  - 1) Programming errors or incorrectly instructing the *computer hardware* or *electronic data*;
  - 2) Damage or error during service or repair, however, if loss or damage by fire or explosion results, *we* will pay for the resulting loss or damage caused by such fire or explosion;
  - 3) Delay, loss of market, loss of use, suspension, lapse or cancellation of any lease, license or contract or other indirect or consequential loss, excepting *loss of income* as covered in this form;
  - 4) Deterioration, wear and tear, mold, mildew, corrosion, erosion, hidden or latent defect, obsolescence or depreciation; or
  - 5) Any dishonest, fraudulent or criminal act by *you*, *your employees*, partners, members, officers, directors, trustees, joint venturers or authorized representatives, whether acting alone or in collusion with others.

### C. FINE ARTS COVERAGE

### 1. WHAT WE PAY FOR

We pay up to \$5,000 for accidental direct physical loss or damage resulting from a covered cause of loss for *fine arts* displayed at or comprising a part of *your business* property while on the *insured premises*. We will pay the lesser of the following:

- a. The cost to replace the damaged item with substantially identical property;
- b. The cost to restore the property to its pre-loss condition; or
- c. The fair market value of the property.

### 2. WHAT WE DO NOT PAY FOR

We do not pay for:

- a. Loss or damage to *fine arts* resulting from:
  - 1) Dampness or extremes of temperature;
  - 2) Rust, fouling or explosion of firearms;
  - 3) Breakage, marring, scratching, tearing or denting unless caused by: fire, lightning, aircraft, windstorm, hail, explosion, vandalism, *theft*, attempted *theft*, riot, strike or collapse of a building;
  - 4) Any dishonest act by an *insured*, an *insured's employees*, or persons entrusted with the property;
  - 5) Insects, vermin or any other animals;
  - 6) Wear and tear;
  - 7) Earth movement of any kind;
  - 8) Flood;
  - 9) Inherent vice: or
  - 10) Any refinishing, renovating or repairing process.

## D. MONEY AND SECURITIES

### 1. WHAT WE PAY FOR

We pay for money and securities:

- a. Up to \$5,000 per occurrence for the loss of *money* and *securities* used in *your business* because of actual destruction, disappearance or dishonest act, when the loss occurs on the *insured premises*; and
- b. Up to \$2,000 per occurrence for the loss of *money* and *securities* used in *your business* because of actual destruction, disappearance or dishonest act, when the loss occurs off the *insured premises*.

### 2. WHAT WE DO NOT PAY FOR

We do not pay for:

- a. Loss due to any fraudulent, dishonest or criminal act by *you*, *your employees*, partners, members, officers, directors, trustees, joint venturers or authorized representatives, whether acting alone or in collusion with others;
- b. Loss caused by *you*, *your employees*, partners, members, officers, directors, trustees, joint venturers or authorized representatives, whether acting alone or in collusion with others;
- c. Loss due to giving or surrendering of *money* or *securities* in any exchange or purchase;
- d. 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
- e. Loss due to accounting or arithmetical errors or omissions.

All loss connected with an actual or attempted dishonest act, or series of related acts, whether committed by one or more people will be deemed to arise out of one occurrence.

## E. PERSONAL PROPERTY OF OTHERS

## 1. WHAT WE PAY FOR

**We** pay up to \$1,000 per person or organization, and a maximum of \$5,000 per occurrence for accidental direct physical loss or damage resulting from a covered cause of loss on the *insured premises* to personal property of others, including **your** guests.

*Our* payment for loss or damage to personal property of others will only be for the account of the owner of the property. Personal Property Of Others coverage is excess to any other valid and collectible insurance.

# 2. WHAT WE DO NOT PAY FOR

We do not pay for:

- a. Any liability assumed by you under any express contract or agreement;
- b. Loss or damage to any vehicle, or its equipment, accessories, any property inside the vehicle or attached to the vehicle;
- c. Loss or damage to any property in *your* care, custody or control for laundering or cleaning; or
- d. Loss or damage to any articles carried or held by a guest as samples or for sale or for delivery after sale.

## F. REFRIGERATED PROPERTY

## 1. WHAT WE PAY FOR

We pay up to \$5,000 for spoilage to your refrigerated property contained in a freezer or refrigeration equipment on the *insured premises*. Refrigerated Property coverage is provided for the following causes of loss:

- a. Refrigeration breakdown;
- b. Contamination caused by or resulting from a refrigerant; and
- c. Refrigeration power failure.

### 2. WHAT WE DO NOT PAY FOR

- a. **We** do not pay for:
  - 1) Loss or damage to a freezer or refrigeration equipment, including glass that is a permanent part of a freezer or refrigeration equipment;
  - 2) Any claim for Loss Of Income coverage;
  - 3) Any claim for Additional Expense coverage; or
  - 4) Any claim for consequential loss.
- b. We do not pay for loss or damage caused by:
  - 1) The breaking of glass;
  - 2) The disconnecting of any freezer or refrigeration equipment from the source of power;
  - 3) The deactivation of electrical power caused by the manipulation of switching equipment or other devices used to control the flow of electrical power or current;
  - 4) The inability of an electrical utility company or other power source to provide sufficient power due to lack of fuel or governmental order; or
  - 5) A power source at the *insured premises* that fails to provide a sufficient power supply for the demand.

All other *terms* and conditions remain unchanged.