#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BUSINESSOWNERS EQUIPMENT BREAKDOWN COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS STANDARD PROPERTY COVERAGE FORM BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The following is added to 5. Additional Coverages of the Businessowners Special Property Coverage Form or 4. Additional Coverages of the Businessowners Standard Property Coverage Form, whichever applies:

### **Equipment Breakdown**

- (1) We will pay for loss caused by or resulting from an "Accident" to "covered equipment". As used in this Additional Coverage, an "Accident" means direct physical loss as follows:
  - (a) mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - (b) artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires:
  - explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
  - (d) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
  - (e) loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

If an initial "Accident" causes other "Accidents, all will be considered on "Accident". All "Accidents" that are the result of the same event will be considered one "Accident". "Covered equipment" means Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

(2) The following coverages also apply to loss caused by or resulting from an "Accident" to "covered equipment". These coverages do not provide additional amounts of insurance.

### (a) Expediting Expenses

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- (i) make temporary repairs; and
- (ii) expedite permanent repairs or replacement.

### (b) Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property.

"Hazardous substance" means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Additional costs mean those beyond what would have been required had no hazardous substance been involved.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain, necessary Extra Expense you incur and loss under Perishable Goods coverage, is \$25,000.

### (c) Perishable Goods

- (i) We will pay for your loss of "perishable goods" due to spoilage.
- (ii) We will also pay for your loss of "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.
- (iii) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (iv) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "Accident", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment condition.
- (v) Additional Definition. For the purpose of this coverage, "perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

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

## (d) CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances. This means the additional expense to do the least expensive of the following:

- (i) Repair the damaged property and replace any lost CFC refrigerant;
- (ii) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (iii) Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain, necessary Extra Expense you incur and loss under Perishable Goods coverage is \$25,000.

## (e) Service Interruption

The insurance provided for Business Income, Extra Expense and Perishable Goods is extended to apply to loss caused by or resulting from an "Accident" to equipment that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

#### (3) Exclusions

- (a) All exclusions and limitations apply except:
  - (i) In the Special Property Coverage Form, Exclusions B.2.a., B.2.d. and B.2.k.(6);
  - (ii) In the Standard Property Coverage Form, Exclusions B.2.a., B.2.d. and B.2.e.;
  - (iii) In the Special Property Coverage Form, Limitations 4.a.(1) and 4.a.(2); and
  - (iv) The last paragraph of Exclusion **B.2.k.** in the Special Property Coverage Form is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **B.2.k.(1)** through **(7)** results in a "specified cause of loss", "Accident" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss", "Accident" or building glass breakage.

(v) The following is added to Exclusion **B.1.g.(1)** of the Special Property Coverage Form and the Standard Property Coverage Form:

However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

- (b) None of the following is "covered equipment":
  - (i) structure, foundation, cabinet, compartment or air supported structure or building;
  - (ii) insulating or refractory material;
  - (iii) sewer piping, underground vessels or piping, piping forming a part of a sprinkler system or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (iv) vehicle, aircraft, floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power supplier will not be considered a vehicle, aircraft or floating vessel.
  - (v) equipment manufactured by you for sale;
- (c) We will not pay under this endorsement for loss or damage caused by or resulting from:
  - (i) any of the following tests:
    - a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
    - an insulation breakdown test of any type of electrical equipment; or
  - (ii) if the Standard Property Coverage Form applies, depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if loss or damage from an "Accident" results, we will pay for that resulting loss or damage.
- (d) With respect to Service Interruption coverage and Perishable Goods coverage, we will also not pay for loss or damage caused by or resulting from: fire; lightning; windstorm or hail; explosion (except for steam or centrifugal explosion); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet, freezing or collapse.

# (4) Conditions

#### (a) Suspension

When any "covered equipment" is found to be in, or exposed to a dangerous conditions, any of our representatives may immediately suspend the insurance against loss from an "Accident" to that "covered equipment". We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

### (b) Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

# (c) Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "Accident", we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced. However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This coverage does not increase any of the applicable limits. This coverage does not apply to any property indicated as being valued on an Actual Cash Value basis.

# (5) Deductible

As respects this endorsement only, Paragraph **D.** Deductible is deleted and replaced with the following:

We will not pay for loss or damage resulting from any one accident until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of the deductible, subject to applicable Limit of Insurance.

The most we will pay for loss or damage under this endorsement is the applicable Limit of Insurance shown in the Declarations. Coverage provided under this endorsement does not provide an additional amount of insurance.