



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STARR BUSINESSOWNERS ENHANCEMENTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

It is hereby agreed as follows:

I. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages Enhancements:

A. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, c. Fire Department Service Charge is deleted in its entirety and replaced by the following:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for service at each premises described in the Declarations, unless a different limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

B. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, h. Pollutant Clean-up And Removal is deleted in its entirety and replaced by the following:

h. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

C. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, j. Money Orders And "Counterfeit Money" is deleted in its entirety and replaced by the following:

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

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- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$2,000.

D. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, l. Increased Cost Of Construction, paragraph (6) is deleted in its entirety and replaced by the following:

- (6) The most we will pay under this Additional Coverage, for each described building insured under Section I – Property, is \$25,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is \$25,000.

The amount payable under this Additional Coverage is additional insurance.

E. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, m. Business Income From Dependent Properties, paragraph (1) is deleted in its entirety and replaced by the following:

- (1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$10,000 unless a higher Limit Of Insurance is indicated in the Declarations.

F. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, o. Fire Extinguisher Systems Recharge Expense, paragraph (3) is deleted in its entirety and replaced by the following:

- (3) The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

G. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, p. Electronic Data, paragraph (3) is deleted in its entirety and replaced by the following:

- (3) The most we will pay under this Additional Coverage – Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$15,000, unless a higher Limit Of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

H. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages is amended to include the following:

s. Appurtenant Structures

We will pay for direct physical loss of or damage to garages, storage buildings or other appurtenant structures at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. The most we will pay for this extension of coverage, which specifically does not apply to outdoor fixtures, is \$15,000.

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I. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages is amended to include the following:

t. Computer Fraud

a. We will pay for loss of or damage to “money”, “securities” and other property resulting directly from the use of any “computer” to fraudulently cause a transfer of property from inside a building at the described premises or from any bank or similar safe repository:

- (1) To a person outside those premises; or
- (2) To a place outside those premises.

b. The most we will pay for loss or damage in any one occurrence is \$5,000.

c. We will cover loss or damage commencing within the policy period and within the coverage territory. The coverage territory for this coverage is anywhere in the world.

J. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages is amended to include the following:

u. Lock and Key Replacement

a. We will pay for the cost to replace locks at the described premises due to the theft or loss of keys.

b. The most we will pay is \$2,000 for all loss or damage in any one occurrence.

c. A per occurrence deductible of \$100 will apply.

K. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages is amended to include the following:

v. Water Back Up

a. We will pay for direct physical loss or damage to Covered Property at the described premises caused by or resulting from water or waterborne material which backs up from a sewer or drain.

b. The most we will pay for loss or damage in any one occurrence is \$2,000.

c. For purposes of this coverage only, **SECTION I – PROPERTY, B. Exclusions, g. Water**, paragraph (3) is deleted in its entirety and replaced by the following:

- (3) Water that backs up or overflows or is otherwise discharged from a sump, sump pump or related equipment;

II. SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions Enhancements:

A. SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, a. Newly Acquired Or Constructed Property, (1) Buildings is deleted in its entirety and replaced by the following:

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

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

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

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B. SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, a. Newly Acquired Or Constructed Property, (2) Business Personal Property is deleted in its entirety and replaced by the following:

(2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire; or
- (b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

C. SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, a. Newly Acquired Or Constructed Property, (3) Period of Coverage, paragraph (b) is deleted in its entirety and replaced by the following:

- (b) 60 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or

III. SECTION I – PROPERTY, G. Optional Coverages Enhancements:

A. SECTION I – PROPERTY, G. Optional Coverages, 1. Outdoor Signs, paragraph d. is deleted in its entirety and replaced by the following:

- d. The most we will pay for loss or damage in any one occurrence is \$15,000 unless the Limit Of Insurance for Outdoor Signs shown in the Declarations is an amount greater than \$15,000.

B. SECTION I – PROPERTY, G. Optional Coverages, 2. Money And Securities, paragraph c. is deleted in its entirety and replaced by the following:

c. The most we will pay for loss in any one occurrence is:

- (1) \$5,000 for Inside the Premises for "money" and "securities" while:

- (a) In or on the described premises; or
- (b) Within a bank or savings institution;

unless the Limit Of Insurance for Money and Securities shown in the Declarations is an amount greater than \$5,000; and

- (2) \$2,000 for Outside the Premises for "money" and "securities" while anywhere else, unless the Limit Of Insurance for Money and Securities shown in the Declarations is an amount greater than \$2,000.

C. SECTION I – PROPERTY, G. Optional Coverages, 3. Employee Dishonesty, paragraph c. is deleted in its entirety and replaced by the following:

- c. The most we will pay for loss or damage in any one occurrence is \$25,000 unless the Limit Of Insurance for Employee Dishonesty shown in the Declarations is an amount greater than \$25,000.

IV. SECTION II – LIABILITY Enhancements:

A. SECTION II – LIABILITY, A. Coverages, 1. Business Liability, f. Coverage Extension – Supplementary Payments, paragraph (b) is deleted in its entirety and replaced with the following:

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(b) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

B. SECTION II – LIABILITY, C. Who Is An Insured, paragraph 1. is amended to include the following:

f. A not for profit organization, you are an insured. Your officials, board members and trustees are also insureds, but only with respect to their duties as your officials, board members and trustees.

C. SECTION II – LIABILITY, C. Who Is An Insured, paragraph 2. is amended to include the following:

e. Any person or organization for whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured. However, this provision does not apply with respect to any injury or damage arising out of the rendering or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds this policy does not apply to any "occurrence" which takes place after the equipment lease expires.

(3) "Bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business. The insurance afforded to such vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the products; or

(f) Products, which, after distribution or sale by you, have been labeled or relabeled or used as a container or part of an ingredient of any other thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

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This coverage shall be excess with respect to the person or organization included as an additional insured. Any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract, agreement or permit referred to above. The insurance afforded only applies to the extent permitted by law and will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the:

- a. "Bodily injury" or "property damage" with respect to the vendor or as an additional insured, or
- b. "Bodily injury", "property damage" or "personal and advertising injury" with respect to other additional insureds.

V. CRISIS CONTAINMENT COVERAGE Enhancement:

SECTION I – PROPERTY and **SECTION II – LIABILITY** are both amended to include the following:

Crisis Containment Coverage

1. This coverage extends this policy to provide for "Crisis Containment Costs" in the event of a "Crisis". The most we will pay for any loss under this extension is \$2,000 in any one "Crisis" and in the aggregate.
2. We will reimburse you those sums deemed reasonable and necessary as "Crisis Containment Costs" arising out of a "Crisis" directly related to loss of or damage to Covered Property, "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies provided the "Crisis Containment Costs" are incurred within thirty (30) days after the commencement date of the "Crisis". The end of the policy period will not serve to reduce the length of this 30 day period.

3. Coverage Definitions

The following definitions apply solely to the coverage provided by this extension and supersede any similar definitions in the Businessowners policy.

- a. "Adverse Publicity" means the negative reporting of a "Crisis" in local, regional or national media.
- b. "Crisis" means an unstable or crucial time in your business resulting from a covered loss of or damage to Covered Property, "bodily injury", "property damage" or "personal and advertising injury" loss that results in:
 - (1) Further loss of or damage to Covered Property, "bodily injury", "property damage" or "personal and advertising injury";
 - (2) Interruption of your business or
 - (3) "Adverse Publicity".
- c. "Crisis Management Firm" means the public relations firm or crisis management firm that is hired by you to perform services in response to a "Crisis".
- d. "Crisis Containment Costs" means those sums for reasonable and necessary expenses incurred by you in hiring a "Crisis Management Firm" to secure the scene of a "Crisis".

4. What To Do In the Event Of A "Crisis"

- a. Provide us with written notice as soon as practicable including:
 - (1) How, when and where the "Crisis" took place;
 - (2) The nature and location of the covered loss of or damage to Covered Property, "bodily injury", "property damage" or "personal and advertising injury"; and

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- (3)** The name of the “Crisis Management Firm” used.
- b.** Submit to us a claim for reimbursement of “Crisis Containment Costs” within ninety (90) days of incurring the “Crisis”. Such claim must include invoices and/or receipts supporting the “Crisis Containment Costs” for each and every expense in excess of fifty (50) dollars.
- c.** Send written notice and claim submission to:

**Starr Indemnity & Liability Company
C/O Starr Adjustment Services Inc.
3353 Peachtree Rd. NE
Suite 1000
Atlanta, GA 30326**

All other terms and conditions of this Policy remain unchanged.