

## ADDITIONAL COVERAGES AND SUBLIMITS

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**This endorsement provides the terms of coverage if coverage is selected on the Declarations.**

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*To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. This endorsement does not change any other provision of the insurance policy to which it is affixed. This endorsement is a part of the Policy and takes effect on the effective date of the Policy unless another effective date is shown.*

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Words and phrases that appear in italics in the remainder of this endorsement have special meaning. Refer to **2. Property Definitions or F. Liability And Medical Expenses Definitions** of the Business Owners Policy and / or this endorsement.

The following items shall be sublimits of coverage as provided by the Policy. Each value stated shall be the maximum this Policy shall pay in any one *Occurrence*, regardless of the types or number of items lost or damaged, unless further stated below. This endorsement does not create coverage not otherwise stated in the Declarations and provided in the Policy. All values are sublimits of the limits provided by the Policy and not in addition to the limits provided in the Policy.

**If there is no limit for Coverage A, B, C, or D on the Declarations, the additional coverages and sublimits that relate to Coverage A, B, C, or D have a \$0 sublimit for all packages (no coverage afforded.) Only the package(s) shown on the Declarations will apply to your Policy for the limits and sublimits shown in this endorsement.**

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**SECTION I: ADDITIONAL COVERAGES AND SUBLIMIT OPTIONS BY ENHANCEMENT**

The following is a summary of increased limits of insurance and additional coverage provided by this endorsement. For complete details on specific coverage, refer to the appropriate provisions in this endorsement. Unless otherwise noted, if similar coverage is provided in this endorsement and is also provided in another coverage form or coverage endorsement attached to this Policy, the coverage provided by this endorsement will apply first. Similar coverage provided elsewhere in the Policy will apply after the limit in this endorsement has been exhausted. However, there shall be no duplicate recovery for the same loss or damage. Unless otherwise stated in this endorsement, the Coverage provided in this endorsement is subject to the Deductible shown in the Declarations or \$500, whichever is less. However, if Flood, Earthquake, Earthquake Sprinkler Leakage, Windstorm or Hail, Hurricane, or Difference in Conditions Coverage is provided, the deductible shown in the Declarations applies.

The titles and descriptions in the Coverage Schedule below are intended solely for ease of reference and do not in any way limit, expand, or otherwise affect the provisions of this endorsement.

<b>Description</b>	<b>Sublimit of Coverage</b>	<b>Base Policy Limits</b>	<b>Businessowners Enhancement Limits</b>	<b>Restaurants Enhancement Limits</b>	<b>Lessors Risk Enhancement Limits</b>	<b>Contractors Enhancement Limits</b>
<b>A. Accounts Receivable:</b>	C	\$10,000 on premises \$5,000 off premises	\$25,000 on premises \$5,000 off premises	\$25,000 on premises \$5,000 off premises	\$25,000 on premises \$5,000 off premises	\$25,000 on premises \$5,000 off premises
<b>B. Appurtenant Structures</b> (for loss or damage in any one occurrence for any combination of loss or damage to Building and Business Personal Property)	A	Not Included	\$50,000	\$50,000	\$50,000	\$50,000
<b>C. Business Personal Property Temporarily in Portable Storage Units</b>	A, C	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
<b>D. Coverage Extension – Supplementary Payments (Section II – Liability, A. Coverages, 1. Business Liability, f.)</b>	A	b. \$250 d. \$250	b. \$1,000 d. \$500	b. \$1,000 d. \$500	b. \$1,000 d. \$500	b. \$1,000 d. \$500
<b>E. Debris Removal:</b> (lessor of % of the amount paid for direct physical loss or damage to Covered Property or the amount stated)	A, B, C	25% or \$250,000	25% or \$1,000,000	25% or \$1,000,000	25% or \$1,000,000	25% or \$1,000,000S

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(Amounts are Maximum Annual Aggregate Amount) a. Maximum limit per <i>location</i> for Debris Removal of other property if no Covered Property sustained direct physical loss or damage		a. \$5,000	a. \$25,000	a. \$25,000	a. \$25,000	a. \$25,000
<b>F. Dishonesty Exclusion Exception</b>	D	\$10,000	\$10,000	\$25,000	\$10,000	\$10,000
<b>G. Electronic Data</b>	C	\$10,000	\$25,000 aggregate per policy term	\$25,000 aggregate per policy term	\$25,000 aggregate per policy term	\$25,000 aggregate per policy term
<b>H. Extended Period of Indemnity</b>	D	30 Days	180 Days	180 Days	180 Days	180 Days
<b>I. Fine Arts</b>	C	\$10,000 for any one loss at each Insured Location(s)	\$10,000 for any one loss at each Insured Location(s)	\$10,000 for any one loss at each Insured Location(s)	\$10,000 for any one loss at each Insured Location(s)	\$10,000 for any one loss at each Insured Location(s)
<b>J. Fire Department Service Charge</b>	C	\$2,500	Up to \$25,000	Up to \$25,000	Up to \$25,000	Up to \$25,000
<b>K. Fire Extinguisher Systems Recharge Expense</b>	C	\$5,000	\$25,000	\$25,000	\$25,000	\$25,000
<b>L. Leasehold Improvements and Betterments</b>	A	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<b>M. Loading and Unloading Property for Transit</b>	C	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
<b>N. Money Orders and "Counterfeit Money"</b>	C	\$1,000	\$10,000	\$10,000	\$10,000	\$10,000
<b>O. Moveable Equipment and Inventory in the Open</b>	C	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000

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<b>P. Newly Acquired or Constructed Property</b>	A, C	Buildings: \$250,000 at each building  Business Personal Property: \$100,000 at each building	Buildings: \$300,000 at each building  Business Personal Property: \$250,000 at each building	Buildings: \$300,000 at each building  Business Personal Property: \$250,000 at each building	Buildings: \$300,000 at each building  Business Personal Property: \$250,000 at each building	Buildings: \$300,000 at each building  Business Personal Property: \$250,000 at each building
<b>Q. Ordinance or Law: Coverage A - Coverage for Loss to the Undamaged Portion of the Building</b> (lessor of % Coverage A- Covered Property or fixed dollar amount if indicated)	A	100% or \$250,000	100% or \$250,000	100% or \$250,000	100% or \$250,000	100% or \$250,000
<b>R. Ordinance or Law: Coverage B – Demolition Cost Coverage</b> (% of Coverage A- Covered Property)	B	10%	10%	10%	10%	10%
<b>S. Ordinance or Law: Coverage C – Increased Cost of Construction</b> (lessor of % Coverage A – Covered Property or fixed dollar amount if indicated)	A, B, C	5%	5%	5%	5%	5%
<b>T. Ordinary Payroll</b>	D	1 Month	1 Month	1 Month	1 Month	1 Month
<b>U. Outdoor Property</b>	A, C	\$2,500 (but not more than \$1,000 for any one tree, shrub, or plant)	\$10,000 (but not more than \$2,500 for any one tree, shrub, or plant)	\$10,000 (but not more than \$2,500 for any one tree, shrub, or plant)	\$10,000 (but not more than \$2,500 for any one tree, shrub, or plant)	\$10,000 (but not more than \$2,500 for any one tree, shrub, or plant)
<b>V. Outdoor Signs, Fences, Antennas, and Vegetation</b> (lessor of \$ amount given or Coverage B limit)	B	\$25,000  a. \$2,500	\$25,000  a. \$2,500	\$25,000  a. \$2,500	\$25,000  a. \$2,500	\$25,000  a. \$2,500

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a. Sublimit for each tree, shrub, or plant (per item and occurrence maximum)						
<b>W. Personal Effects and Property of Others</b>	C	\$2,500	\$10,000	\$10,000	\$10,000	\$10,000
<b>X. Property Additional Limitations – Theft</b>	C					
a. For furs, fur garments, and garments trimmed with fur		a. \$2,500	a. \$5,000	a. \$5,000	a. \$5,000	a. \$5,000
b. For jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals.		b. \$2,500	b. \$5,000	b. \$5,000	b. \$5,000	b. \$5,000
c. For patterns, dies, molds, and forms		c. \$2,500	c. \$10,000	c. \$10,000	c. \$10,000	c. \$10,000
<b>Y. Property Removed from Insured Locations</b>	C	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
<b>Z. Seasonal Inventory</b> (% of Business Personal Property)	C	50%	50%	50%	50%	50%
<b>AA.Sewer or Water Back Up</b>	A, B, C, D	\$15,000 aggregate per policy term	\$15,000 aggregate per policy term	\$15,000 aggregate per policy term	\$15,000 aggregate per policy term	\$15,000 aggregate per policy term
<b>BB.Spoilage</b>	C	\$5,000	\$5,000	\$25,000	\$5,000	\$5,000
<b>CC.Tenant’s Glass</b>	C	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
<b>DD.Valuable Papers and Records (Other than Electronic Data)</b>	C					
a. Any one occurrence at		a. \$10,000	a. \$25,000	a. \$25,000	a. \$25,000	a. \$25,000

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the Insured Location(s)						
b. Loss not at the Insured Location(s)		b. \$5,000	b. \$5,000	b. \$5,000	b. \$5,000	b. \$5,000

**I. SECTION I – PROPERTY** is amended as follows:

**A. Tenant’s Glass**

The following Tenant’s Glass Coverage is added to **C. Additional Coverages**:

We will pay for direct physical loss of or damage to all glass that is part of a building or structure at the Insured Location(s) owned by you. The amount we will pay for this additional coverage is included in the applicable Building Limit as set forth in the **E. Limits of Insurance** of the Policy. This coverage is in addition to coverage, if any, provided for direct physical loss of or damage to glass under **C. Additional Coverages**.

**B. Loss or Damage by Theft**

The following change is made to any coverage limitations for Loss or Damage by Theft in **51. Additional Limitations** paragraph c.:

For loss or damage by theft, the applicable limits shown below apply, unless a higher limit is shown in the Declarations:

1. \$5,000 for furs, fur garments, and garments trimmed with fur.
2. \$5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals.
3. \$10,000 for patterns, dies, molds, and forms.

**C. Changes to Existing Additional Coverages**

The following changes are made to **C. Additional Coverages**:

**1. Fire Department Service Charge**

Paragraph **7. Fire Department Service Charge** is amended to provide that we will pay up to a limit of \$25,000, and no deductible applies to this Additional Coverage.

**2. Electronic Data**

Coverage for **4. Electronic Data** is amended to provide that the most we will pay under 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 \$25,000, unless a higher limit is shown in the Declarations. This increased limit remains subject to the requirement that: 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, the 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.

**3. Fire Extinguisher Systems Recharge Expense**

- a. Coverage for **35. Fire Extinguisher Systems Recharge Expense**, if any, is limited, when applicable, as follows: The maximum distance from the described premises within which we will pay for the cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing, if needed) if they are discharged is increased to 1,000 feet; and
- b. The most we will pay under this coverage is \$25,000 in any one occurrence.

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### 4. Money Orders and “Counterfeit Money”

Coverage for **34. Money Orders and “Counterfeit Money”**, if any, is limited to provide that the most we will pay for any loss is \$10,000.

### 5. Newly Acquired or Constructed Property

- a. The most we will pay for loss or damage to Buildings under Subparagraph **a.** of this coverage extension is \$300,000 at each building.
- b. The most we will pay for loss or damage to Your Business Personal Property under Subparagraph **b.** of this coverage extension is \$250,000 at each building.

### 6. Outdoor Property

With respect to coverage provided for any outdoor property, including under **A. Coverages, 2. Coverage B – Other Buildings / Structures** and **C. Additional Coverages, 20. Outdoor Signs, Fences, Antennas, and Vegetation**, the most we will pay for loss or damage to outdoor property is \$10,000, unless a higher limit is shown in the Declarations, but not more than \$2,500 for any one tree, shrub, or plant. However, the most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$25,000 per sign in any one occurrence.

### 7. Personal Effects and Property of Others

Coverage for Personal Effects and Property of Others is limited to provide that the most we will pay for loss or damage to personal effects is \$10,000 at each Insured Location(s).

### 8. Valuable Papers and Records (Other than Electronic Data)

Coverage for Valuable Papers and Records is limited to provide that the most we will pay for loss or damage to valuable papers and records in any one occurrence at the Insured Location(s) is \$25,000, unless a higher limit is shown in the Declarations. For valuable papers and records not at the Insured Location(s), the most we will pay is \$5,000.

### 9. Accounts Receivable

Coverage for Accounts Receivable is limited to provide that the most we will pay for loss or damage to accounts receivable in any one occurrence at the Insured Location(s) is \$25,000, unless a higher limit is shown in the Declarations. For accounts receivable not at the Insured Location(s), the most we will pay is \$5,000.

### 10. Sewer or Water Back Up and Sump Overflow

We will pay for direct physical loss or damage to Covered Property caused by or resulting from:

- a. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
- b. Water or waterborne material which overflows or is otherwise discharged from a sump or sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment. However, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

The most we will pay for the coverage provided under this Additional Coverage is \$15,000 on a policy term aggregate limit, regardless of the number of locations or losses. If a Sewer or Water Back Up scheduled endorsement is added to the policy, this coverage will not apply.

## D. Coverage Extension - Appurtenant Structures

The following coverage is added to **A. Coverages**:

### 1. Appurtenant Structures

- 1) When there is a Building Limit of Insurance shown in the Declarations, you may extend the insurance provided by this Policy for the Insured Location(s) to apply to direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Incidental Appurtenant Structures within 1,000 feet of the Insured Location(s).

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- 2) When there is a Business Personal Property Limit of Insurance shown in the Declarations - Insured Location(s), you may extend the insurance provided by this Policy to apply to direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Business Personal Property within Incidental Appurtenant Structures within 1,000 feet of the Insured Location(s).
- 3) Incidental Appurtenant Structures include storage buildings, carports, garages, and similar structures which have not been specifically described in the Declarations. The most we will pay for loss or damage under this Coverage Extension in any one occurrence for any combination of loss or damage to Building or Business Personal Property is \$50,000.

**E. Exception to Exclusions**

The following is an exception to the exclusions in **D. Exclusions and Limitations**.

**1. Dishonesty Exclusion Exception**

With respect to coverage provided for Employee Dishonesty, including under **D. Exclusions and Limitations, 18. Dishonesty Exclusion** and **D. Exclusions and Limitations, 47. Warranty Exclusion**, the most we will pay for loss or damage due to **Dishonesty** in any one occurrence is \$10,000, unless a higher limit is shown in the Declarations.

**II. SECTION II – LIABILITY** is amended as follows:

- A. The following change is made to Section **A. Coverages, Paragraph 1)**, sections **b), c), and d)**, of Subparagraph **f. Coverage Extension – Supplementary Payments**, of Paragraph **1. Business Liability**, are deleted and replaced by the following:
  - b) Up to \$1,000 for the 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.
  - c) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
  - d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or *Suit*, including actual loss of earnings up to \$500 per day because of time off from work.

**SECTION II –ADDITIONAL COVERAGES AND SUBLIMITS FOR COVERAGE A, B, C AS APPLICABLE FOR INDIVIDUAL ENHANCEMENTS**

The following items apply to Coverage A, B, and C as shown on the Declarations and to Restaurants Enhancement shown on the Declarations for Additional Coverages and Sublimits.

Description	Limits for Restaurants Enhancement
<b>A. Fragile Articles Limitation (51. Additional Limitations, b.2)</b>	Limitation does not apply to glass, containers of property held for sale, or chinaware
<b>B. Food Contamination</b>	\$10,000 extra expense \$10,000 business income \$5,000 additional advertising expense
<b>C. Spoilage</b>	\$25,000 for the loss of <i>Perishable Stock</i>



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### II. SECTION I – PROPERTY is amended as follows:

#### A. Fragile Articles Limitation

Coverage for Fragile Articles, if any, is limited to provide that this insurance does not apply to fragile articles, such as statuary, marbles, and porcelains, if broken. This restriction does not apply to:

- a) Glass;
- b) Containers of property held for sale; or
- c) Chinaware.

#### B. Additional Coverages:

The following coverages are added to **C. Additional Coverages**:

##### 1. Food Contamination

- a. If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of *Food Contamination*, we will pay the following:
  - 1) Extra expenses, meaning:
    - a) Your expense to clean your equipment as required by the Board of Health or other governmental authority;
    - b) Your cost to replace food which is, or is suspected to be, contaminated; and
    - c) Your expense to provide necessary medical tests or vaccinations for your employees (including temporary workers and leased employees) who are potentially infected or otherwise made ill by the *Food Contamination*. However, we will not pay for any expense that is covered by Workers' Compensation insurance or benefits.
  - 2) The actual loss of Business Income you sustain due to the necessary suspension of your *Operations* as a result of the *Food Contamination*. The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority.
  - 3) Additional advertising expenses you incur to restore your reputation.
- b. For the purposes of this coverage, *Food Contamination* means an outbreak of food poisoning or food-related illness of one or more persons arising out of:
  - 1) Tainted food you distributed or purchased;
  - 2) Food which has been improperly processed, stored, handled, or prepared in the course of your business operations; or
  - 3) Food which has been contaminated by virus or bacteria transmitted through one or more of your employees, including temporary workers and leased employees.
- c. For the purposes of this coverage, Business Income means the:
  - 1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no *Food Contamination* had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the *Food Contamination* on customers or on other businesses; and
  - 2) Continuing normal operating expenses incurred, including payroll.
- d. Unless a higher limit is shown in the Declarations, the most we will pay under this Additional Coverage for loss in any one occurrence is:
  - 1) \$10,000 for extra expenses;
  - 2) \$10,000 for business income; and
  - 3) \$5,000 for additional advertising expenses.
- e. We will not pay any fines or penalties levied against you by the Board of Health or any other

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governmental authority as a result of the discovery or suspicion of *Food Contamination* at the described premises.

- f. For the purposes of this coverage, any exclusion for virus, bacteria, mold, or *Fungi* does not apply.

### 2. Spoilage Coverage

- a. We will pay for the loss of *Perishable Stock* as described below caused by:
- 1) A change in temperature or humidity resulting from mechanical breakdown or failure of refrigeration, cooling, or humidity control apparatus or equipment when such apparatus or equipment is at the described premises;
  - 2) Contamination by a refrigerant; or
  - 3) Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- b. The most we will pay for loss under this Additional Coverage is \$25,000, unless a different limit is shown in the Declarations.
- c. The value of the *Perishable Stock* will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have incurred.
- d. This Additional Coverage does not apply if the spoilage results from:
- 1) Earth movement;
  - 2) Governmental action;
  - 3) Nuclear hazard;
  - 4) War and military action;
  - 5) Water;
  - 6) The disconnection of any refrigerating, cooling, or humidity control system from the source of power;
  - 7) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
  - 8) The inability of an electrical utility company or other power source to provide sufficient power due to:
    - a) Lack of fuel; or
    - b) Governmental order;
  - 9) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; or
  - 10) Breaking of any glass that is a permanent part of any refrigerating, cooling, or humidity control unit.
- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.
- f. You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location. However, such coverage will be restored upon:
- 1) The reinstatement of the applicable refrigeration maintenance or service agreement; or
  - 2) The procurement of a replacement refrigeration maintenance or service agreement.

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The following items apply to Coverage A, B, and C as shown on the Declarations and to Lessors Risk Enhancement shown on the Declarations for Additional Coverages and Sublimits.

Description	Limits for Lessors Risk Enhancement
A. Tenant Move Back	\$15,000
B. Realty Tax Assessment	\$25,000
C. Mobile Equipment	\$25,000
D. Outdoor Storage Sheds	\$25,000
E. Contingent Transit Business Income and Extra Expense	\$25,000

**A. New Property Definition:**

The following definition is added to **2. Property Definitions:**

**ff. *In-transit*** means in the course of shipment from or to the Insured Location(s) shown in the Declarations. It includes such shipments while temporarily stopped or delayed, incidental to the delivery.

**B. New Additional Coverages:**

The following coverages are added to **C. Additional Coverages:**

**1. Tenant Move Back Expense**

- a. We will pay for expenses that you incur to move your tenants back to the Insured Location(s) from a temporary location in the event that your tenants must temporarily vacate a Building at the premises described in the Declarations due to it being uninhabitable by tenants. The vacancy must result from a direct physical loss or damage to your Covered Property caused by or resulting from a Covered Cause of Loss.
- b. We will only pay for the following expenses:
  - 1) Packing, transporting, and unpacking of tenants' property; and
  - 2) The net cost to reestablish the tenants' utility and telephone services, after any refunds due to the tenants.
- c. We will only pay for expenses listed in Paragraphs **b. (1)** and **b.(2)**, above, that you incur within 60 days of the date that the damaged building has been repaired or rebuilt.

The most we will pay under this Additional Coverage for any one occurrence at each Insured Location(s) is \$15,000.

**C. Additional Coverage Extensions**

The following coverages are added to **A. Coverages:**

**1. Realty Tax Assessment**

- a. If you have purchased Business Income coverage on this policy, you may extend the Business Income insurance provided by this policy to apply to Business Income loss for the additional amount of a realty tax assessment you incur after the *Period of Restoration* due to repair, rebuilding, or reconstruction of damaged covered building property at a Insured Location(s) caused by or resulting from a Covered Cause of Loss that exceeds the realty tax assessment you would have incurred if there had been no direct physical loss or direct physical damage to the covered building property.
- b. However, we will not pay for any of the following:
  - 1) Realty tax assessments made more than the sooner of:
    - a) One year after the end of the *Period of Restoration* ; or

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- b) Two years after the date of the damage to the covered building property from a Covered Cause of Loss.
- 2) Realty tax assessments made due to physical loss or physical damage that does not cause a suspension of payments of base (monthly) rent by one or more of your tenants.
- 3) Realty tax assessment paid on your behalf.
- 4) That part of the realty tax assessment increase due to increases in the mill rate, the assessment level, or similar ratios by which the relation of property value to realty tax is expressed since the latest assessment prior to the loss or damage. The mill rate is the amount of realty tax paid per dollar of assessed property value. The assessment level is the ratio of assessed value to fair market value.
- 5) A realty tax assessment increase that is due to your decision to rebuild the building:
  - a) With a different building configuration;
  - b) With a larger building area;
  - c) With better building material or quality;
  - d) With a different purpose; or
  - e) At a different premises.
- c. The most we will pay in any one occurrence is the lesser of:
  - 1) All related increases in realty tax assessments during the 12 months immediately following the assessment; or
  - 2) \$25,000.
- 3. **Mobile Equipment**
  - a. You may extend the insurance provided by this *Policy* to apply to loss or damage to your Mobile Equipment, including such mobile equipment which you rent.
  - b. This coverage extension does not apply to any vehicle which is licensed for use on public roads or which is insured under any other policy of insurance.
  - c. The most we will pay for loss or damage under this coverage extension is \$25,000.
- 4. **Outdoor Storage Sheds**
  - a. You may extend the insurance provided by this *Policy* to apply to loss or damage to your outdoor storage sheds used to store your Business Personal Property, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.
  - b. The most we will pay for loss or damage under this coverage extension is \$25,000.
- 5. **Contingent Transit Business Income and Extra Expense**
  - a. You may extend your Business Income or Extra Expense Coverage to apply to the actual loss of Business Income or Extra Expense you sustain due to direct physical loss of or damage to Business Personal Property of Others not in your care, custody, or control while *In-transit* caused by or resulting from a Covered Cause of Loss.
  - b. The most we will pay for loss under this coverage extension is \$25,000.

The following items apply to Coverage A, B, and C as shown on the *Declarations* and to Contractors Enhancement shown on the *Declarations* for Additional Coverages and Sublimits.

### III. SECTION II – LIABILITY is amended as follows:

The following changes are made to **B. Exclusions**, Paragraph 1. **Applicable to Business Liability Coverage**:

#### A. Contractual Liability for Personal Injury

Subparagraph 4) of Exclusion p. **Personal and Advertising Injury** is replaced by the following:

- 4) Arising out of an offense defined in Subparagraph 5) (use of another's advertising idea in your *Advertisement*) or 12) (infringing upon another's copyright, trade dress or slogan in your *Advertisement*) of Section **F. Liability And Medical Expenses Definitions**, Definition 14., *Personal and Advertising Injury*, for which the insured has assumed liability in a contract or

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agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### B. Broad Form Additional Insured

The following is added to **C. Who Is An Insured**:

1. Each of the following is also an insured:

Any person or organization with 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 under **SECTION II – LIABILITY**. Such person or organization is an additional insured only with respect to liability for *Bodily Injury* or *Property Damage* to which the **Businessowners Coverage** applies that is caused by an *Occurrence* first taking place after the effective date of the contract, agreement, or permit and caused in whole or in part by:

- a. Your ongoing operations performed for that person or organization, *Your Product*, or premises owned or used by you; however, this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
  - 1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
  - 2) Supervisory, inspection, architectural, or engineering activities.
- b. 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, written agreement, or written permit with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any *Occurrence* which takes place after the rental agreement or equipment lease expires.
- c. *Bodily Injury* or *Property Damage* arising out of *Your Products* which are distributed or sold in the regular course of that person's or organization's business; however, the insurance afforded that person or organization does not apply to:
  - 1) *Bodily Injury* or *Property Damage* for which that person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however, this exclusion does not apply to liability for damages that person or organization would have in the absence of the contract or agreement;
  - 2) Any express warranty unauthorized by you;
  - 3) Any physical or chemical change in the product made intentionally by that person or organization;
  - 4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer and then re-packaged in the original container;
  - 5) Any failure to make such inspections, adjustments, tests, or servicing as that person or organization has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
  - 6) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container or part of ingredient of any other thing or substance by or for that person or organization; however, 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.

The coverage afforded to an additional insured under this Paragraph **c.** is subject to the following:

- a. The Limits of Insurance provided will be the lesser of:
  - 1) The Limits of Insurance shown in the Declarations; or
  - 2) The Limits of Insurance you are required to provide under the written contract, written agreement, or written permit.

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- b. This coverage will be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has will be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the written contract, written agreement, or written permit.
- c. This coverage does not apply unless the written contract or written agreement has been executed (executed means signed by the named insured and additional insured) or the written permit has been issued prior to the *Occurrence* giving rise to the *Bodily Injury* or *Property Damage*.

**C. Waiver of Transfer of Rights Against Others to Us**

The following is added to **L. Transfer of Rights of Recovery Against Others to Us** in **SECTION III – COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization because of payments we make under **SECTION II – LIABILITY** for injury or damage arising out of your ongoing operations or *Your Work* done under a written contract or agreement with a person or organization and included in the *Products- Completed Operations Hazard*, provided the contract or agreement is effective prior to the *Occurrence* giving rise to the injury or damage.

**SECTION III: ADDITIONAL COVERAGES AND SUBLIMITS FOR BUSINESS INCOME COVERAGE**

The following items apply to all coverage levels shown on the Declarations for Additional Coverages and Sublimits and further specific to Coverage D: Business Income Coverage.

**If there is no limit for Coverage D on the Declarations, the additional coverages and sublimits below will have a \$0 or 0 day sublimit (no coverage afforded).**

Description	Limits for All Packages
<b>A. Contingent Business Income:</b> The lessor of:	30 Days, or \$50,000
<b>B. Extra Expense:</b>	\$100,000
<b>C. Ingress / Egress Coverage:</b> The lessor of: But in no event will this Policy pay more than the amount subject to a 72-hour qualifying period. The qualifying period does not apply to wind / hail, flood, or earthquake events	30 Days, or \$100,000
<b>D. Interruption by Civil or Military Authority:</b> The lessor of: But in no event will this Policy pay more than the amount subject to a 72-hour qualifying period. The qualifying period does not apply to wind / hail, flood, or earthquake events	30 Days, or \$100,000
<b>E. Royalties:</b>	\$10,000
<b>F. Service Interruption:</b> The lessor of: But in no event will this Policy pay more than the amount subject to a 72-hour qualifying period. The qualifying period does not apply to wind / hail, flood, or earthquake events	3 Weeks, or \$100,000

**IV. SECTION IV: SECTION II – LIABILITY EXCLUSIONS, SECTION II – LIABILITY is amended as follows:**

- A.** The following exclusions are added to Section **B. Exclusions**, Paragraph 1. **Applicable To Business Liability Coverage**:
  - a. Asbestos**

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- 1) *Bodily Injury, Property Damage, or Personal and Advertising Injury* arising out of any actual or alleged exposure to asbestos or asbestos containing materials, including the mere presence of asbestos in any form.
  - 2) Any damages, judgments, settlements, losses, costs, or expenses that:
    - a) May be awarded or incurred by reason of any claim or *Suit* alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred, in whole or in part, but for the presence of asbestos;
    - b) Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, cleanup, remove, encapsulate, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of an asbestos presence; or
    - c) Arise out of any claim or *Suit* for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of an asbestos presence.
- b. **Nuclear Hazard**
- Bodily Injury, Property Damage, or Personal and Advertising Injury* arising out of any nuclear reaction, radiation, or radioactive contamination, however caused. But if nuclear reaction, radiation, or radioactive contamination results in fire, we will pay for *Bodily Injury* or *Property Damage* caused by the fire.
- c. **Fungus, Mold(s), Mildew, Spores, or Yeast**
- 1) *Bodily Injury, Property Damage, or Personal and Advertising Injury* arising out of the actual, alleged, or threatened inhalation, ingestion, or presence of any *Fungi* or bacteria within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any way or sequence to such injury or damage.
  - 2) Any loss, cost, or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of *Fungi* or bacteria by any insured or by any other person or entity.

All other terms and conditions of the Policy remain unchanged.