



## 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. Fire Legal Liability
- B. Medical Payments

### 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 expense* means expenses for reasonable and necessary medical, surgical, x-ray, ambulance, hospital, prescriptions, professional nursing, funeral costs, prosthetic devices, dental, eyeglasses, contact lenses, and

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

### A. FIRE LEGAL LIABILITY

**NOTE: WHEN FORM LS-6 IS ATTACHED TO THIS POLICY, FIRE LEGAL LIABILITY IS DELETED FROM THIS POLICY FORM. REFER TO FORM LS-6 FOR A DESCRIPTION OF THE APPLICABLE COVERAGE.**

#### 1. WHAT WE PAY FOR

We pay on behalf of the *insured* up to \$50,000 when the *insured* becomes legally obligated to pay for *property damage* to buildings or structures rented to or occupied by the *named insured* including fixtures permanently attached, if such *property damage* arises out of fire or explosion. *Our* total liability for all damages as a result of any one fire or explosion, or a series or combination of such fires and explosions, will not exceed the limit shown above for each *occurrence*.

This coverage is an extension of Coverage L and is subject to the each *occurrence* limit of liability and the aggregate limit of liability set forth in the Declarations. Any claims paid for fire legal liability will reduce the Coverage L each *occurrence* limit of liability and the available aggregate limit of liability.

Refer to the General Liability Coverage form on *your* policy for additional *terms* and conditions.

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

We do not pay for:

- a. Liability from any contract to indemnify any person or organization for damages by fire or explosion to the premises, except an *insured contract*, or unless *you* would have been responsible for tort liability in the absence of the *insured contract*; or
- b. Liability from *property damage* expected, directed or intended by an *insured*.

This coverage is not subject to the *property damage* exclusions in the applicable General Liability Coverage form, to the extent the exclusions would conflict with this coverage.

### B. MEDICAL PAYMENTS

**NOTE: WHEN FORM LS-6 IS ATTACHED TO THIS POLICY, MEDICAL PAYMENTS IS DELETED FROM THIS POLICY FORM. REFER TO FORM LS-6 FOR A DESCRIPTION OF THE APPLICABLE COVERAGE.**

#### 1. WHAT WE PAY FOR

Regardless of fault, *we* pay up to the Medical Payments limit of liability shown in the Declarations for the necessary *medical expenses* incurred that are medically determined, incurred and reported to *us* within one year from the date of an accident causing *bodily injury* to which this coverage applies. This coverage applies only to *bodily injury*:

- a. Caused by a condition on premises *you* own or rent;
- b. Caused by a condition on ways abutting premises *you* own or rent; or
- c. Caused by operations covered by the General Liability Coverage afforded by this policy.

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

We do not pay for:

##### a. *Bodily injury*:

- 1) To any *insured*, tenant of any *insured*, or other person regularly occupying the *insured premises* or any person hired by or on behalf of any *insured* to do *work* for an *insured*;
- 2) To any person if the *bodily injury* occurs on that part of the premises *you* own or rent that the person normally occupies;
- 3) To any person while engaged in maintenance, repair, alteration, demolition or construction at the *insured premises*;

- 4) To any person if any benefits for ***bodily injury*** are required to be provided under any workers' compensation, unemployment compensation, disability benefits law, or any similar law;
  - 5) To any person practicing, instructing or participating in any physical training, sport or athletic activity;
  - 6) Included within the ***products/completed operations hazard***;
  - 7) Excluded under Coverage L of ***your*** General Liability Coverage form; or
  - 8) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- b. ***Medical expense*** for services by the ***named insured***, any ***employee*** or any person or organization under contract to the ***named insured*** to provide such services.

### 3. **WHAT YOU MUST DO IN CASE OF LOSS**

Under What ***You*** Must Do In Case of Loss section in the General Liability Coverage, the following is added for this coverage:

#### **Medical Reports; Proof and Payment of Claim**

As soon as practicable, the injured person or someone on their behalf will give to ***us*** written proof of claim, under oath if required, and will, after each request from ***us***, execute authorization to enable ***us*** to obtain medical reports and copies of records. The injured person will submit to physical examination by physicians selected by ***us*** when and as often as ***we*** may reasonably require. ***We*** may pay 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***.

### 4. **HOW MUCH WE PAY FOR LOSS OR CLAIM**

Under How Much ***We*** Pay For Loss Or Claim section in the General Liability Coverage of ***your*** policy, the following is added for this coverage:

The limit of liability as stated in the Declarations, as applicable to each person, is the limit of ***our*** liability for all ***medical expenses*** for ***bodily injury*** to any one person as the result of any one accident. However, subject to this provision regarding each person, ***our*** total liability, under this policy form, for all ***medical expenses*** for ***bodily injury*** to two or more people as the result of any one accident will not exceed the limit of liability stated in the Declarations as applicable to each accident.

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