

Endorsement
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IL 32
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Policy Number:

**Wholesalers' Optimum Endorsement****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS COMPUTER COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED)

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits, unless stated otherwise, and deductibles shown below apply at each designated location. If a limit is shown elsewhere in the policy for any of these coverages, then that limit applies in addition to the limits shown below. If a different deductible amount is shown in the policy for any of these coverages, then that deductible will be the applicable deductible.

A separate limit of \$500,000 applies on a **Per Loss Aggregate** basis to those coverages shown below that are designated **PLA**. This **Per Loss Aggregate** Limit applies separately at each location designated on the policy Declarations. At the time of loss, the first Named Insured may elect to apportion this **Per Loss Aggregate** Limit of Insurance to any one or any combination of those coverages, but under no circumstances will the aggregate apportionment be permitted to exceed \$500,000 at any one designated location. For complete details of the coverages provided, refer to the specific policy language.

**BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO THE PER LOSS AGGREGATE**

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
PLA	Property Deductible	Accounts Receivable	8
PLA	Property Deductible	Brands And Labels	13
PLA	Property Deductible	Computer Coverage	17
PLA	Property Deductible	Consequential Loss Assumption	13
PLA	Property Deductible	Deferred Payments	14
PLA	Property Deductible	Fine Arts Not Held For Sale	13
PLA	None	Fire Department Service Charge	4
PLA	Property Deductible	Mobile Equipment On Premises	15
PLA	Property Deductible	Outdoor Property	13
PLA	Property Deductible	Personal Effects And Property Of Others (Maximum Of \$1,000 Per Employee For Loss Or Damage By Theft)	11
PLA	None	Recharge Of Fire Protection Equipment	7
10% of loss subject to PLA	None	Reward Payment	7
PLA	Property Deductible	Signs Whether Attached To A Building Or Not	16
PLA	Property Deductible	Utility Services - Direct Damage	15
PLA	Property Deductible	Valuable Papers And Records (Other Than Electronic Data)	11

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A SPECIFIC LIMIT OF INSURANCE**

<b>LIMIT</b>	<b>DEDUCTIBLE</b>	<b>SUBJECT OF INSURANCE</b>	<b>PAGE</b>
\$50,000 Building	Property Deductible	Appurtenant Structures	16
\$5,000 BPP	Property Deductible	Appurtenant Structures	16
\$10,000	Property Deductible	Backup Of Sewer And Drains	10
\$50,000	Property Deductible	Changes In Temperature Or Humidity	14
\$25,000	None	Claim Expense	9
\$25,000	None	Computer Fraud	10
Included in BPP Limit	Property Deductible	Contents Of Fuel Storage Tanks	4
\$25,000 Per Occurrence; \$100,000 Annual Aggregate	Property Deductible	Contractual Penalties	10
\$25,000	Property Deductible	Debris Removal	4
\$50,000	None	Employee Theft Including ERISA	10
\$10,000	None	Forgery Or Alteration	9
Included In Building Limit	Property Deductible	Fuel Storage Tanks	4
\$1,000	None	Lock And Key Replacement	10
\$10,000 In/Out	None	Money And Securities	8
\$1,000,000	Property Deductible	Newly Acquired Or Constructed Property- Building - 180 Days To Report	11
\$500,000	Property Deductible	Newly Acquired Or Constructed Property- Business Personal Property - 180 Days To Report	11
\$5,000	Property Deductible	Non-Owned Detached Trailers	12
Included	Property Deductible	Ordinance Or Law Contingent Liability	6
\$250,000	Property Deductible	Ordinance Or Law Demolition Cost	6
\$250,000	Property Deductible	Ordinance Or Law Increased Cost Of Construction	6
\$10,000	Property Deductible	Ornamental Landscape Displays	16
\$10,000	Property Deductible	Ornamental Display Gardens	16
\$25,000	Property Deductible	Outdoor Growing Stock	16
\$25,000	Property Deductible	Pollutant Clean Up	4
\$7,500	Property Deductible	Precious Metals	17
Included	Property Deductible	Premises Redefined To 1,000 Feet	4
90 Days	None	Preservation Of Property	4

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<b>LIMIT</b>	<b>DEDUCTIBLE</b>	<b>SUBJECT OF INSURANCE</b>	<b>PAGE</b>
\$50,000	Property Deductible	Property In Transit	12
\$100,000	Property Deductible	Property Off Premises	12
25% Of BPP Subject To PLA	Property Deductible	Seasonal Increase	16
Included	Property Deductible	Selling Price Valuation Of Stock	17

**COMMERCIAL GENERAL LIABILITY COVERAGES**

<b>LIMIT</b>	<b>DEDUCTIBLE</b>	<b>SUBJECT OF INSURANCE</b>	<b>PAGE</b>
Included	None	Additional Insured -- Broad Form Vendors	18
Included	None	Additional Insured - Grantor Of Franchise	21
Included	None	Additional Insured - Lessor Of Leased Equipment	20
Included	None	Additional Insureds Required By Contract, Agreement Or Permit	19
Included	None	Blanket Primary And Noncontributory	21
\$2,500	None	Bonds	18
Included	None	Broad Form Named Insured	21
Included	None	Coverage For Injury To Leased Workers	25
\$25,000	None	Damage To Your Products	22
Included	None	Duties In The Event Of Occurrence, Offense, Claim Or Suit-Redefined	23
\$500 per day	None	Earnings	18
\$10,000	None	Electronic Data Liability	25
Included	None	Incidental Medical Malpractice	24
\$300,000	None	Increased Limit For Damage To Premises Rented To You	18
Included	None	Liberalization Clause	24
\$1,500	\$100	Lost Key Coverage	24
\$10,000	None	Medical Payments	18
Included	None	Mobile Equipment Redefined To 1,000 Pounds	23
Included	None	Newly Formed Or Acquired Organizations- 180 Days To Report	21
Included	None	Non-Owned Watercraft Redefined To 51 Feet	17
\$25,000	\$250	Property Of Others In The Care, Custody Or Control Of The Insured	21
Included	None	Unintentional Failure To Disclose Hazards	23
Included	None	Waiver Of Transfer Of Rights Of Recovery Against Others To Us	23

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The following changes apply to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

I. The following amends specified provisions stated under **Section A. Coverage**:

1. Item **1. Covered Property a. Building (5) (b)** is replaced with the following:

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

2. The following are added under item **a. Building as Covered Property**:

(6) Fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

3. The first paragraph of item **1. Covered Property b. Your Business Personal Property** is replaced with the following:

**b. Your Business Personal Property** located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property - Separation of Coverage form.

4. The following is added under item **b. Your Business Personal Property**:

(8) Contents of any fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

(9) Personal Property Of Others that is:

(a) In your care, custody or control; and

(b) located in or on the building describ-

ed in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

5. Item **1.c. Personal Property of Others** is deleted.

II. The following amends specified provisions stated under **Section A. Coverage 4.**

**Additional Coverages:**

1. Item **a. Debris Removal (4)** is increased from \$10,000 to \$25,000.

2. Item **b. Preservation of Property (2)** is replaced with the following:

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

3. Item **c. Fire Department Service Charge** is replaced with 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 the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No deductible applies to this Additional Coverage.

4. The last paragraph of Item **d. Pollutant Clean Up And Removal** is replaced with the following:

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

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5. Item **e. Increased Cost Of Construction** is replaced in its entirety with the following:

**e. Ordinance Or Law**

(1) The coverages provided by this endorsement apply only if (1)(a) and (1)(b) are satisfied and they are then subject to the qualifications set forth in (1)(c).

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

(b)(i) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

(ii) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.

(iii) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then

there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

(c) In the situation described in (1)(b)(ii) above, we will not pay the full amount of loss otherwise payable under the terms of the coverages provided by this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical loss bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this endorsement.

(2) We will not pay under this endorsement for:

(a) Enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence of, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(3) Coverage

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- (a) With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building.

This Additional Coverage is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. This does not increase the Limit of Insurance.

- (b) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(b)** is \$250,000 at each described premises. This is additional insurance.

- (c) (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
- (i) Repair or reconstruct damaged portions of that building; and/or
  - (ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the

ordinance or law.

However:

- (i) This additional coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
  - (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.
- (2) When a building is damaged or destroyed and **e.(3)(c)** applies to that building, coverage for the increased cost of construction also applies to repair or reconstruction of the following subject to the same conditions stated in **e.(3)(c)**:
- (i) The cost of excavations, grading, backfilling and filling;
  - (ii) Foundation of the building;
  - (iii) Pilings; and
  - (iv) Underground pipes, flues and drains.

The items listed in (2)(i) through (2)(iv) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision (c)(2).

We will not pay for the increased cost of construction:

- (i) Until the property is actually repaired or replaced, at the same or another premises; and
- (ii) Unless repairs or replacement are made as soon as reasonably possible after the loss or damage,

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not to exceed two years. We may extend this period in writing during the two years.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(c)** is \$250,000 at each described premises. This is additional insurance.

- (4) If the property is repaired or replaced at the same premises or you elect to rebuild at another premises, we will not pay more than:
- (a) The amount you actually spend to demolish and clear the site at the described premises; and
  - (b) The increased cost to repair, rebuild or construct the property at the same premises.
- (5) If the ordinance or law requires relocation to another premises we will not pay more than:
- (a) The amount you actually spend to demolish and clear the site at the described premises; and
  - (b) The increased cost to rebuild or construct the property at the new premises.
- (6) Neither the Coinsurance Additional Condition nor a deductible applies to **e.(3)(b)** and **e.(3)(c)**.
- (7) The terms of this Additional Coverage apply separately to each covered building.
- (8) Under this Additional Coverage we will not pay for costs due to an ordinance or law that:
- (a) You were required to comply with before the loss, even when the building was damaged; and

(b) You failed to comply with.

- (9) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, or Valuation Conditions, to the extent that such exclusions or limitations would conflict with the provisions of this Additional Coverage.

6. The following Additional Coverages are added:

**f. Arson, Theft And Vandalism Rewards**

We will pay on behalf of the insured for information which leads to a conviction in connection with:

- (1) A fire loss covered under this policy caused by arson;
- (2) An actual or attempted theft of Money or other Covered Property; or
- (3) A vandalism loss to the described premises.

The limit for this Additional Coverage is the actual amount of the reward payment but not greater than 10% of the actual loss, subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

This is additional insurance. The Coinsurance Additional Condition and Deductible do not apply to this Additional Coverage.

**g. Recharge Of Fire Protection Equipment**

We will pay your cost to recharge or replace, whichever is less, your fire extinguishers or automatic fire protection equipment when they are discharged as a result of fighting a fire caused by a Covered Cause of Loss, on or within 1,000 feet of the described premises.

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The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

No Deductible applies to this Additional Coverage.

**h. Money And Securities**

Refer to **Insuring Agreements 3. Inside The Premises-Theft Of Money And Securities** and **5. Outside The Premises** of the Commercial Crime Coverage Form attached to this policy for the applicable coverage.

The coverage provided is subject to the exclusions and provisions of the Commercial Crime Coverage Form.

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 3** and \$10,000 for **Insuring Agreement 5** or the limit of insurance for **Insuring Agreements 3 and 5** shown in the Declarations, whichever is higher.

**i. Accounts Receivable**

We will pay for expenses you incur due to direct physical loss or damage to your accounts receivable records caused by or resulting from a Covered Cause of Loss at a location described in the Declarations.

(1) The expenses we will pay include:

- (a) Amounts due from your customers that you are unable to collect because of direct physical loss or damage to your accounts receivable records;
- (b) Interest charges on any loan required to offset amounts you are unable to collect because of direct physical loss or damage to your accounts receivable records, pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary because of direct physical loss or damage to your accounts receivable records; and

(d) Other reasonable expenses that you incur to reestablish your records of accounts receivable.

(2) We will not pay expenses for loss or damage under this Additional Coverage caused by or resulting from any of the following:

(a) Bookkeeping, accounting or billing errors or omissions;

(b) Electrical or magnetic injury, disturbance or erasure of electronic "Data" or "Media" records, except as a result of direct physical loss caused by lightning;

(c) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property; or

(d) Unauthorized instructions to transfer property to any person or any place.

(3) We will not pay expenses for loss or damage under this Additional Coverage for an audit of records or any inventory computation to prove its factual existence.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.



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The following loss conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
  - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and
  - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts receivable, regardless of how that amount is established:
  - (a) The amount of the accounts for which there is no loss or damage;
  - (b) The amount of the accounts you are able to reestablish and collect;
  - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
  - (d) All unearned interest and service charges.

Additional Definitions:

As used in this Additional Coverage i:

"Data" means facts, concepts or instructions that are converted into a form usable in data processing operations. This includes computer programs.

**Policy Number:**

"Media" means the materials on which data is recorded, such as magnetic tapes, discs, drums, paper tapes, cards and programs. This includes "data" stored on the media.

**j. Claim Expense**

- (1) In the event of covered loss or damage, we will pay up to \$25,000 as an additional amount of insurance for all reasonable expenses you incur at our request to assist us in:
  - (a) The investigation of a claim or suit; or
  - (b) The determination of the amount of loss, such as taking inventory.
- (2) We will not pay for:
  - (a) Expenses to prove that the loss or damage is covered;
  - (b) Expenses incurred under **Section E. Loss Conditions 2. Appraisal**; or
  - (c) Expenses incurred for examinations under oath, even if required by us.

**k. Forgery Or Alteration**

Refer to **Insuring Agreement 2. Forgery Or Alteration** of the Commercial Crime Coverage Form, CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the Commercial Crime Coverage Form.

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 2** or the limit of insurance for **Insuring Agreement 2** shown in the Declarations, whichever is higher.

**l. Employee Theft**

Refer to **Insuring Agreement 1**.

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**Employee Theft** of the Commercial Crime Coverage Form, CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the Commercial Crime Coverage Form.

The most we will pay for loss under this coverage is \$50,000 for **Insuring Agreement 1** or the Limit of Insurance for **Insuring Agreement 1** shown in the Declarations, whichever is higher.

**m. Lock And Key Replacement**

We will pay up to \$1,000 per occurrence for the cost to repair or replace the door locks and/or tumblers at the described premises due to theft of your door keys.

**n. Contractual Penalties**

We will pay for contractual penalties imposed by written contract between you and your customers. These penalties must:

- (1) Result from your failure to deliver your product on time according to contract terms;
- (2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and
- (3) Have been paid by you to your customer.

The most we will pay under this coverage is \$25,000 per occurrence with a \$100,000 annual aggregate limit.

**o. Water That Backs Up From A Sewer Or Drain**

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

- (1) Water that backs up from a sewer or drain; or
- (2) Water that enters into and overflows from within a:
  - (a) Sump pump;
  - (b) Sump pump well; or
  - (c) Other type systems;
 

designed to remove subsurface water which is drained from the foundation area.

The most we will pay for loss or damage in any one occurrence is \$10,000 or the limit of insurance shown in the Schedule for **Water That Backs Up From A Sewer Or Drain** at each described premises.

**p. Computer Fraud**

Refer to **Insuring Agreement 6. Computer Fraud**, of the Commercial Crime Coverage Form, CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the Commercial Crime Coverage Form.

The most we will pay for loss under this coverage is \$25,000 for **Insuring Agreement 6** or the limit of insurance for **Insuring Agreement 6** shown in the Declarations, whichever is higher.

**III. Section A. Coverage 5. Coverage Extensions is replaced in its entirety with the following:****5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

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If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

**a. Newly Acquired or Constructed Property**

(1) You may extend the insurance that applies to Building to apply to:

- (a) Your new building while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, 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 \$1,000,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you construct or acquire other than at fairs or exhibitions. The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to personal effects owned by you, your officers, your partners or members, your managers or your employees.

The limit for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. However, the most we will pay under this extension for loss or damage by theft of employees tools is \$1,000 per employee. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered - Electronic Data.

(2) If the Causes of Loss - Special Form applies, coverage under this Extension is limited to the specified causes of loss" as defined in that form, and Collapse as set forth in that form.

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- (3) The limit for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**d. Property Off Premises**

You may extend the insurance provided by this Coverage Form to apply to your Covered Property that is temporarily at a location you do not own, lease or operate; in storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or that is in the care, custody or control of your salespersons. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

This Extension does not apply to Covered Property in or on a vehicle.

The most we will pay for loss or damage under this Extension is \$100,000 but not more than:

- (1) \$50,000 per salesperson; or
- (2) \$50,000 at any fair, trade show or exhibition.

**e. Property In Transit**

You may extend the insurance provided by this Coverage Form to apply to your Covered Property (including property that is in the care, custody or control of your salesperson) in transit in or on a motor vehicle you own, lease or operate

while between points within the coverage territory and more than 1,000 feet from the described premises. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

The most we will pay for loss or damage under this Extension is \$50,000.

**f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle is in motion.

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(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or a motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate limit for certain coverages specified in this endorsement.

**h. Fine Arts**

You may extend the insurance provided by this Coverage Form to apply to Fine Arts owned by you or in your care, custody or control, that are not held for sale by you, at the premises in the Declarations.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, and other bona fide works of art or rarity, historical value or artistic merit.

The limit for this coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

In the event of a covered loss, payment for Fine Arts will be valued at the Market Value of the item(s) at the time of loss.

Coverage does not extend to Fine Arts at any fair, trade show or exhibition.

**i. Consequential Loss**

You may extend the insurance provided by this Coverage Form to pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

In the application of the Coinsurance Additional Condition, the value of "stock" at any location to which this Extension applies includes the additional value that it represents in "stock" at other locations.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

**j. Brands And Labels**

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, you may extend the insurance that applies to Your Business Personal Property to pay expenses you incur to:

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- (1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

The limit for this coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

**k. Changes In Temperature Or Humidity**

We will pay up to \$50,000 at each described premises for direct physical loss or damage to Your Business Personal Property caused by a change in temperature or humidity resulting from a mechanical breakdown or malfunction of heating, refrigerating, cooling or humidity control equipment or a "power outage" at the described premises.

"Power Outage" means 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.

This Coverage Extension does not apply to:

- (1) Loss or damage to heating, refrigerating, cooling or humidity control equipment; or
- (2) Your Business Personal Property covered under the Property Off Premises Extension.

In the event that there is Equipment Breakdown insurance covering the same loss or damage, we will pay only for the

amount of covered loss or damage in excess of the amount due from the Equipment Breakdown insurance, whether you can collect on it or not. But we will not pay more than the limit of insurance provided by this Extension.

The Coinsurance Additional Condition does not apply to this Extension.

**1. Deferred Payments**

In the event of a loss under this Extension, coverage will be paid based on the value of the amount shown on your books as due from the buyer. In case of a partial loss and the buyer refuses to continue payment, forcing you to repossess, the amount of the loss will be determined as follows:

We will pay for expenses you incur due to your interest in Business Personal Property lost or damaged by a Covered Cause of Loss and sold by you under a conditional sale or trust agreement, or any installment or deferred payment plan after delivery to the buyer.

- (1) If the realized value of the repossessed property is equal to or greater than the amount shown on your books as due from the buyer, we will make no payment.
- (2) If the realized value of the repossessed property is less than the amount shown on your books as due from the buyer, we will pay the difference.
- (3) If a partial loss occurs and the buyer continues to pay you, there will be no loss payment made under this Extension.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

**Wholesalers' Optimum Endorsement****m. Mobile Equipment On Premises**

You may extend the Insurance provided by this Coverage Form to apply to your mobile equipment such as fork lifts, lawn mowers, tractors and similar vehicles, including equipment which you rent.

This Extension does not apply to vehicles which are licensed for use on public roads, or which are insured elsewhere.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

**n. Utility Services - Direct Damage**

You may extend the insurance provided by this Coverage Form to pay for loss or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to Utility Property. Utility Property includes water supply property, communication supply property and power supply property.

Such property must be located outside of a covered building described in the Declarations.

**Exception:** Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

As used in this Extension, **Utility Services** means:

(1) **Water Supply Services**, meaning the

following types of property supplying water to the described premises:

- (a) Pumping stations; and
- (b) Water mains.

(2) **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including fiber optic transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

(3) **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

The limit of insurance for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. Loss or damage to two or more Utility Properties arising out of the same occurrence will be considered one occurrence.

**o. Appurtenant Structures**

You may extend the insurance that applies to Building to apply to your storage buildings, your garages and your other appurtenant structures, except outdoor fixtures, at the described

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premises. The most we will pay for Building loss or damage under this extension is \$50,000.

You may extend the insurance that applies to Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the described premises. The most we will pay for Business Personal Property under this Extension is \$5,000.

**p. Ornamental Display Gardens**

You may extend the insurance provided by this Coverage Form to apply to ornamental display gardens, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

**q. Ornamental Landscape Displays**

You may extend the insurance provided by this Coverage Form to apply to ornamental masonry or stone bridges, walks, patios, retaining walls or similar surfaces, or wooden landscaping bridges, gazeboes, storage sheds or similar structures, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

**r. Outdoor Growing Stock**

You may extend the insurance provided by this Coverage Form to apply to

growing stock.

Growing stock means:

- (1) seeds, seedlings, bulbs, cuttings, or cultivated plants or trees, from the time they are deposited in the ground, until removed from the ground; and
- (2) outdoor trees, shrubs and plants held for sale that are contained in pots, flats, or other similar individual containers.

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

**IV. Section C. Limits Of Insurance** is replaced in its entirety with the following:

**C. Limits Of Insurance**

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
2. The most we will pay for loss or damage to signs, whether or not attached to a building, is the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.
3. The Limit of Insurance for Business Personal Property stated in the Declarations will automatically increase by 25% to provide for seasonal variations. This seasonal increase is subject to the Per Loss Aggregate Limit.
4. Except as otherwise specified, the limits applicable to Additional Coverages and to Coverage Extensions are in addition to the Limits of Insurance.
5. Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:
  - a. Preservation of Property;



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- b. Foundations of Machinery and Equipment.

V. The following amends specified provisions stated under **Section E. Loss Conditions:**

1. Item 7. **Valuation** c. "Stock" is replaced with the following:
  - c. We will determine the value of "stock" you own in the event of loss or damage at:
    - (1) The selling price, as if no loss or damage occurred;
    - (2) Less discounts and expenses you otherwise would have had.

The following changes apply to the **CAUSES OF LOSS - SPECIAL FORM.**

VI. The following amends specified provisions stated under **Section C. Limitations:**

1. Item 3. is replaced with the following:
3. The special limit shown for each category, a. through d. below, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
  - a. \$2,500 for furs, fur garments and garments trimmed with fur.
  - b. \$7,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
  - c. \$2,500 for patterns, dies, molds and forms.
  - d. \$250 for stamps, tickets, including lottery

tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income coverage or to Extra Expense coverage.

VII. Under Section F. **Additional Coverage Extension**, Item 1. **Property In Transit** is deleted in its entirety.

The following changes apply to the BUSINESS COMPUTER COVERAGE FORM as specified.

VIII. We will pay for all risks of direct physical loss, subject to the exclusions and provisions contained in Business Computer Coverage Form IM 7203, which is attached to and made part of this policy.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

Coverage may be extended up to \$10,000 while the Covered Property is anywhere within the policy territory, and while in transit; however, this Extension does not increase the limit of insurance at each described premises.

The following changes apply to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM as specified.

IX. **Non-Owned Watercraft**

A. Exclusion g. Item (2) of **SECTION I - COVERAGE A** is replaced with the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge.

**Wholesalers' Optimum Endorsement****X. Increased Damage To Premises Rented To You****A. Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:**

1. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:  
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE**.

2. The last paragraph of **2. Exclusions** is replaced by the following:  
Exclusions **c. through n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE**.

**B. Item 6. of SECTION III - LIMITS OF INSURANCE is replaced with the following:**

6. Subject to 5. above, unless a higher limit is shown in the Declarations under Damage to Premises Rented to You Limit, \$300,000 is the most we will pay under **Coverage A** for damages because

of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

**XI. Medical Payments Increased Limits**

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

**XII. Supplementary Payments Increased Limits**

Under **SUPPLEMENTARY PAYMENTS - COVERAGE A and B of SECTION I;**

**A. Item 1.b. is replaced with the following:**

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**B. Item 1.d. is replaced with the following:**

- 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 a day because of time off work.

**XIII. Additional Insured - Broad Form Vendors**

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (hereafter referred to as vendor) with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

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1. The insurance afforded the 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 contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under the instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make 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 distribution or sale of the product;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
  - g. Products, which after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage"

arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
- (2) 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 distribution or sale of the products.

2. This provision **XIII.** 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.

**XIV. Additional Insured By Contract, Agreement Or Permit**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you agreed because of a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Form. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work", your operations, or facilities owned or used by you and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of "your work" for the additional insured.

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- B. With respect to the insurance afforded to these additional insureds, coverage does not apply:
1. Unless the written contract, agreement or permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
  2. To any person or organization included as an additional insured by an endorsement issued by us and made a part of this Coverage Form;
  3. To any lessor of equipment:
    - a. After the equipment lease expires; or
    - b. If the "bodily injury", "property damage", or "personal and advertising injury" arises out of the sole negligence of the lessor.
  4. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including, but not limited to:
    - a. The preparing, approving, or failing 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.
  5. To any:
    - a. Owners or other interests from whom land has been leased; or
    - b. Managers or lessors of premises if:
      - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or

- (2) The "bodily injury", "property damage", or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

**XV. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Written Lease Agreement With You**

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this provision **XV.** ends when their contract or agreement with you for such leased equipment ends.
- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to provision **XV.**, insurance afforded to these additional insureds does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

**Wholesalers' Optimum Endorsement****XVI. Additional Insured - Grantor Of Franchise**

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) who have granted a franchise to you, but only with respect to their liability as grantor of a franchise to you.

**XVII. Blanket Primary and Noncontributory**

- A. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended by the addition of the following:

**c. Primary and Noncontributory**

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions XIII., XIV., XV., and XVI, subject to the following conditions:

1. A written contract between the Named Insured and the additional insured requires this insurance to be primary and noncontributory to other insurance available to the additional insured; and
2. Primary and noncontributory coverage for the additional insured under this provision XVII. shall be provided subject to the same terms and conditions as the applicable insured provisions XIII., XIV., XV., and XVI.

All other terms and conditions of this policy remain unchanged.

**XVIII. Broad Form Named Insured**

**SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a

financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision XVIII. does not apply to injury or damage with respect to which an insured under this policy is also an insured under another policy or would be an insured under such policy but for its termination or upon exhaustion of its limits of insurance.

**XIX. Newly Formed Or Acquired Organizations**

- A. Item 4.a. of **SECTION II - WHO IS AN INSURED** is replaced with the following:

- a. **Coverage** under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- B. The following provision is added under item 4. of **SECTION II - WHO IS AN INSURED**:

**Coverage A** does not apply to "damage to your products" that occurred before you acquired or formed the organization.

**XX. Property Of Others In The Care, Custody Or Control Of The Insured**

Subject to the provisions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, except as modified below, we will pay under **SECTION I-COVERAGES, COVERAGE A**:

"Loss" to real or personal property belonging to others, including all resulting loss of use of that property, while an insured is exercising physical control over that property for the purpose of alteration or repair, construction, maintenance, servicing, or cleaning, and such "loss" arises out of the business operations to which the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** of this policy applies.

**Wholesalers' Optimum Endorsement****A. The following is added to SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to "loss" to property:

1. Held by the insured for sale or entrusted to the insured for storage or safekeeping.
2. Owned or occupied by, rented or leased to, or loaned to any insured.
3. Included in the "products-completed operations hazard".
4. Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

**B. Limit Of Insurance**

The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" is \$25,000.

**C. Deductible**

1. We are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the Deductible, up to the applicable Limit Of Insurance. This Deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the Deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.
3. The terms of this insurance, including those with respect to:

- a. Our right and duty to defend any "suit" seeking those damages; and
- b. Your duties in the event of an "occurrence", claim or "suit" apply irrespective of the application of the Deductible amount.

**D. Excess Insurance**

This insurance is excess over any other collectible insurance available to the insured.

**E. Additional Definition**

The following is added to SECTION V - DEFINITIONS:

"Loss" means any unintentional damage or destruction, but does not include disappearance or abstraction.

**XXI. Damage To Your Products****A. Exclusion k. of SECTION I - COVERAGE A is replaced with the following:**

k. "Property damage" to "your product" arising out of it or any part of it; but this exclusion does not apply to "damage to your products".

**B. The following additional exclusions apply to this provision XXI.**

This insurance does not apply to "damage to your products" because of:

1. Delay in the performance required by any contract or agreement;
2. Loss of market;
3. Loss caused intentionally or at the direction of any insured;
4. Wear, tear, gradual deterioration, adulteration, contamination, decomposition, chemical change, rust, corrosion, fungus, mold, decay, bacteria, or virus;

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5. Loss of use of "your product"; or
6. Dishonest, fraudulent, criminal or malicious acts of any insured whether acting alone or in collusion with others.

**C. The following is added to SECTION V - DEFINITIONS:**

"Damage to your products" means sudden and accidental physical injury to "your product" or any part of "your product" arising out of "your product" or any part of "your product" which occurs:

1. After delivery and final acceptance of "your product" if "your product" is not installed or, if installed, is not installed by any insured; or
2. After installation and final acceptance of "your product" if "your product" is installed by any insured.

**D. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:**

8. Subject to 5. above, \$25,000 is the most we will pay for each "occurrence" because of "damage to your products". All claims arising out of the same "damage to your products" shall be deemed to be a single "occurrence".
9. \$25,000 is the most we will pay for the sum of all "occurrences" because of "damage to your products" during each consecutive annual period starting with the beginning of the policy period.

**XXII. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined**

- A. The requirement in condition 2.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company;
4. An officer of the corporation, if you are a corporation; or
5. Your insurance manager.

- B. The requirement in condition 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company,
4. An officer of the corporation, if you are a corporation; or
5. Your insurance manager.

**XXIII. Unintentional Failure To Disclose Hazards**

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

**XXIV. Mobile Equipment Redefined**

Item 12.f., subparagraph (1) of SECTION V -DEFINITIONS does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**XXV. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You**

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**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of:

1. Your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products completed operations hazard"; or
2. The ownership, maintenance or use of that part of the premises leased to you.

However our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**XXVI. Liberalization Clause**

If we revise this Wholesalers' Optimum Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**XXVII. Incidental Medical Malpractice**

Paragraph 2.a.(1)(d) of **SECTION II-WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

1. Nurses;
2. Emergency Medical Technicians; or
3. Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place. This coverage does not apply if

you are in the business or occupation of providing any such professional services.

**XXVIII. Lost Key Coverage**

A. Coverage for "bodily injury" and "property damage" liability with respect to the insured's operations is extended as follows:

1. We will pay those sums that you become legally obligated to pay as damages due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.

2. The additional insurance provided by this endorsement does not apply to:

- a. Misappropriation;
- b. Secretion;
- c. Conversion;
- d. Infidelity; or
- e. Any dishonest act on the part of the insured.

3. The additional insurance provided by this endorsement applies only to:

- a. The actual cost of the keys;
- b. Adjustment of locks to accept new keys; and
- c. The cost of new locks, including the cost of their installation.

B. The most we will pay for loss or damage resulting from any one "occurrence" under this provision **XXVIII**. Is \$1,500.

C. A deductible of \$100 applies to this coverage extension.

D. This coverage extension is subject to the following:

1. Exclusions j. (3) and j. (4) of **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** do not apply to the loss of keys by an insured.



**Wholesalers' Optimum Endorsement**

2. Subparagraph 2.a. (2) of SECTION II - WHO IS AN INSURED does not apply to this additional insurance.

**XXIX. Electronic Data Liability**

- A. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

8. Subject to 5. above, the Loss of Electronic Data Limit of \$10,000 is the most we will pay under COVERAGE A. for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- B. The following definition is added to SECTION V - DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- C. For the purpose of the coverage provided by this provision XXIX., the definition of "Property Damage" in SECTION V - DEFINITIONS is replaced by the following:

17. "Property Damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of "electronic data". Loss of "electronic data" means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate such data, resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**XXX. Coverage For Injury To Leased Workers**

- A. With respect to the Employer's Liability exclusion (SECTION I) only, the definition of "employee" in SECTION V - DEFINITIONS is replaced by the following:

"Employee" does not include a "leased worker" or "temporary worker".