

THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE INSURANCE BROKER NAMED BELOW IMMEDIATELY IF IT IS NOT CORRECT

Words and phrases which appear in this **Policy** in bold type have the special meanings specified in the Definitions section of this **Policy**.

Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa. The titles of paragraphs, sections, provisions, or **Endorsements** of or to this **Policy** are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this **Policy**.

		Policy Number:	23N12345ABC49
1.	Named Insured:	Example Wording	
2.	Mailing Address:	1 Meadowlands Plaza, East Rutherford, NJ 07073, United States	
3.	Effective Date:	01/01/2026	
4.	Policy Period:	From 01/01/2026 to 01/01/2027 both days at 12:01 a.m. Local Standard Time at the location of the Insured Property . This Policy will not automatically renew: The Underwriters give notice that cover will terminate and not be renewed at the expiration of the Policy Period unless a new agreement is reached between the Underwriters and the Insured . This is for the purpose of review for those jurisdictions where tacit renewal applies and does not signal the unwillingness of the Underwriters to renew the cover from year to year.	
5.	Covered Locations:	As per Appendix of Attachments	
6.	Coverage Description:	Equipment Breakdown	
7.	Equipment Breakdown Limit:	\$ 25,000,000	
8.	Additional Coverage(s)		
	A. Property Damage	\$	20,000,000
	A. Business Income / Extra Expense	\$	5,000,000
	B. Service Interruption	Included	
	C. Extended Period of Interruption	5 Days	
	D. Expediting Expenses	\$	100,000
	E. Spoilage and Contamination	\$	100,000
	F. Hazardous Substance	\$	100,000

- | | | |
|-----------|---------------------------------------|------------|
| G. | Fungus, Wet Rot, Dry Rot and Bacteria | \$ 15,000 |
| H. | Ordinance or Law | \$ 100,000 |
| I. | Data Restoration | \$ 100,000 |
| J. | Newly Acquired Locations | \$ 100,000 |
| K. | Newly Acquired Locations Days | 90 Days |
- 9. Deductibles**
- | | | |
|----|---------------------------------|-----------------------|
| A. | Property Damage | \$ [Dynamic Field] |
| B. | Business Income / Extra Expense | [72 Hours or 1 x ADV] |
- 10. Waiting Period**
- | | | |
|----|----------------------|----------|
| A. | Service Interruption | 24 Hours |
|----|----------------------|----------|
- 11. Term Premium:** \$ 1,000
- Due Date: 30 days from the inception date of this Policy.
- 12. Policy Disputes:**
- | | |
|---------------|---|
| Law: | Any dispute concerning the interpretation of this Policy , or concerning the validity of this Policy , will be determined in accordance with the law of the State of NY . |
| Jurisdiction: | Without prejudice to, and subject to, the parties' obligation to arbitrate their disputes in accordance with General Condition K. (Joint Or Disputed Loss Agreement) of Section III of this Policy, the Named Insured and the Underwriters agree to submit to the exclusive jurisdiction of any court of competent jurisdiction within the United States of America, and agree to comply with all requirements necessary to give such court jurisdiction. |
| Arbitration: | Rules of Arbitration: CPR Rules
Seat of Arbitration: New York
Language of Arbitration: English
Governing Law: New York |
- 13. Nominee for Service of Suit:** Lloyd's America, Inc.
Attention: Legal Department,
280 Park Avenue, East Tower, 25th Floor,
New York,
New York 10017
U.S.A.
- 14. Additional Insured 1:** Test 1
- Additional Insured 1 Address:** 1 Meadowlands Plaza, East Rutherford, NJ 07073, United States
- 15. Loss Payee 1:** Test 2
- Loss Payee 1 Address:** 1 Meadowlands Plaza, East Rutherford, NJ 07073, United States

Who we are

We are the Lloyd's Underwriters identified in the **Policy**, namely AEGIS Syndicate 1225 at Lloyd's.

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **You** provide **Us** or **Your** insurance agent or **Insurance Broker** with details about other people, **You** must provide this notice to them.

Want more details

For more information about how **We** use **Your** personal information please see **Our** full privacy notice, which is available online on **Our** website https://aegislondon.co.uk/legal/privacy_notice.html or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice, please contact **Us**, or the insurance agent or insurance broker that arranged **Your** insurance who will provide **You** with **Our** contact details at:

The Compliance Department
AEGIS Syndicate 1225 at Lloyd's care of AEGIS Managing Agency Ltd
25 Fenchurch Avenue, Fenchurch Street
London, United Kingdom, EC3M 5AD
E-mail: dpo@aegislondon.co.uk

You must disclose to **Us** every circumstance that is material to the risk.

- a. A circumstance is material if it would influence the judgment of a prudent underwriter in determining whether to take the risk and, if so, on what terms.
- b. **You** have a duty to disclose all material circumstances (i) **You** know, or (ii) that would have reasonably been revealed by a reasonable search of the information available to **You** by **Your** senior management and/or those responsible for **Your** insurance.
- c. Disclosure of material information to **Us** must be made in a clear and accessible manner.
- d. By accepting the risk under this **Policy** and in setting the terms and premium, **We** have relied on the information given to **Us** by **You**.
- e. If **You** become aware that material information provided to **Us** is inaccurate or has changed, then **You** must inform **Us** as soon as practicable.
- f. If **You** fail:
 - (i) to disclose every matter and circumstance that is material to the risk, or
 - (ii) to notify **Us** that information **You** have provided is inaccurate, or
 - (iii) to notify **Us** of any changes to the information provided,then the insurance under this **Policy** may become invalid and/or the **Policy** may be voidable, with the consequence that **We** may not be liable to indemnify **You** and/or **Our** liability to indemnify **You** may be reduced.

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that it would expose **Us** to any sanction, prohibition, or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

The suspension shall continue until **We** are no longer exposed to that sanction, prohibition, or restriction.

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SECTION I Coverage

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine conditions, rights, duties and what is and is not covered.

Throughout this Policy, the words **you** and **your** refer to the Named Insured shown on the Declarations. The words **we**, **us** and **our** refer to the Company identified on the Declarations, which is providing the insurance. Other words and phrases that appear in bold type have special meaning. Refer to Section IV. – DEFINITIONS.

INSURING AGREEMENT: In consideration of the premium paid and of conditions and other terms of this Policy, we will insure you to the extent of your interest in **Covered Property** from the inception date to the expiration date indicated on the Declaration Page, both dates to commence at 12:01 A.M. local time at the location of the property involved as provided in this Policy, for an amount in excess of the deductible(s), but not to exceed the Limits of Insurance specified on the Declaration Page.

Non-Assessable Policy – This Policy is non-assessable and non-participating. Accepting this Policy does not entitle you to membership in the Company.

A. Coverage

1. Property Damage

We cover direct physical loss to **Covered Property** caused by or resulting from a **Covered Cause of Loss** to **Covered Equipment** at the premises described in the Declarations.

Covered Cause of Loss is an **Equipment Breakdown** to **Covered Equipment** unless the loss is excluded elsewhere in this Coverage Part.

Without an **Equipment Breakdown**, there is no Equipment Breakdown coverage.

2. Additional Coverages

Each of the following coverages is provided if a limit is shown for that coverage on the Declarations of this Policy. If a limit is not shown, then that coverage is not provided.

These coverages do not provide additional insurance and only apply to the direct result of a **Covered Cause of Loss**.

a. Business Income and Extra Expense

(1) We will pay:

- (a) Your actual loss of **Business Income** during the **Period of Restoration**; and
- (b) The **Extra Expense** you necessarily incur to operate your business during the **Period of Restoration**.

(2) We will consider the experience of your business before the **Equipment Breakdown** and the probable experience you would have had without the **Equipment Breakdown** in determining the amount of our payment.

b. Service Interruption

Any coverage provided by this Policy for Business Income or Extra Expense and Spoilage is extended to apply to your loss, damage or expense cause by an **Equipment Breakdown** to any equipment that meets the definition of **Covered Equipment** except that it is owned by the building owner at your **Location**, or owned by a public utility company or other supplier with whom you have a contract; and used to supply electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks, or data transmission services to your **Location**; and when the **Period of Service Interruption** to the specified service(s) is in excess of the time shown in the Waiting Period on the Declaration Page of this Policy.

c. Expediting Expenses

When an **Equipment Breakdown** results in damage to your **Covered Property**, we will pay the **Reasonable extra cost** to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; or
- (3) Expedite permanent replacement.

d. Spoilage and Contamination

- (1) We will pay for loss of **Perishable goods** due to spoilage caused by an **Equipment Breakdown to Covered Equipment**.
- (2) We will pay for loss of **Perishable goods** due to contamination by a refrigerant caused by an **Equipment Breakdown to Covered Equipment**.
- (3) We will also pay any necessary expenses you incur to reduce the amount of loss under this Spoilage and Contamination coverage. However, we will not pay more than the amount that would otherwise have been payable under this Spoilage and Contamination coverage.

e. Hazardous Substance

- (1) We will pay for additional expenses incurred by you for the cleanup, repair or replacement or disposal of **Covered Property** that is damaged, contaminated or polluted by a **Hazardous Substance**.
- (2) As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no **Hazardous Substance** been involved with the loss.
- (3) This coverage does not apply to testing, clean up or disposal of land, water or any other property that is not **Covered Property**.
- (4) This does not include contamination of **Perishable goods** by refrigerant, including, but not limited to, ammonia.
- (5) This coverage applies despite the Ordinance or Law Exclusion.

f. Ordinance or Law

- (1) The following applies despite the Ordinance Or Law Exclusion.
- (2) This coverage applies if:
 - (a) An **Equipment Breakdown** damages a building or structure that is **Covered Property**;
 - (b) The loss is increased by an ordinance or law that is in force at the time of the **Covered Cause of Loss**; and
 - (c) Is not addressed under **g. Fungus, Wet Rot or Dry Rot and or Bacteria or Hazardous Substance Additional Coverages**.
- (3) We will pay for:
 - (a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;
 - (b) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and
 - (c) The increased cost actually and necessarily expended to:
 - (i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and
 - (ii) Reconstruct or remodel the undamaged portion of the building or structure with buildings and structures of like materials, height, floor area and style for the like occupancy, whether or not demolition is required on:

- i. The same premises or on another premises if you so elect. However, if you rebuild at another premises, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same premises; or
 - ii. Another premises if the relocation is required by the ordinance or law. The most we will pay is the increased cost of construction at the new premises.
- (4) We will also pay for your loss and expense as stated under the Business Income or Extra Expense Additional Coverage if a limit is shown for that coverage on the Declarations of this Policy and is the result of **f.(2)** above. This coverage is included within and subject to the Ordinance or Law including Demolition and Increased Cost of Construction limit.
- (5) We will not pay for any:
 - (a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
 - (b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;
 - (c) Loss due to any ordinance or law that:
 - (i) You were required to comply with before the loss, even if the building was undamaged : and
 - (ii) You failed to comply with;
 whether or not you were aware of such non-compliance.
 - (d) Increase in loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the **Equipment Breakdown**;
 - (e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency;
 - (f) Loss or expense sustained due to the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of **Fungus**, wet or dry rot; or
 - (g) 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 **Fungus**, wet or dry rot.
- (6) If:
 - (a) The building or structure is damaged by an **Equipment Breakdown** that is covered under this policy;
 - (b) There is other physical damage that is not covered under this policy; and
 - (c) The building damage in its entirety results in enforcement of ordinance or law;
 then we will not pay the full amount of the loss under this coverage. Instead, we will pay only that proportion of such loss, meaning the proportion that the covered **Equipment Breakdown** loss bears to the total physical damage.
 But if the building or structure 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 Ordinance Or Law Coverage under this Coverage Part even if the building has also sustained damage by a covered **Equipment Breakdown**.

g. Fungus, Wet Rot, Dry Rot and Bacteria

- (1) We will pay for the additional cost to repair or replace **Covered Property** because of contamination by **Fungus**, wet or dry rot or bacteria resulting from a **Covered Cause of Loss**. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of personal property that is **Perishable goods** to the extent that such spoilage is covered under the Spoilage Additional Coverage.

- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no **Fungus**, wet or dry rot or bacteria been involved.
- (3) We will also pay for your loss and expense as stated under the Business Income or Extra Expense Additional Coverage if a limit is shown for that coverage on the Declarations of this Policy and is the result of **g.(1)** above. This coverage is included within and subject to the Fungus, Wet Rot, Dry Rot and Bacteria limit.
- (4) We will also pay the cost of testing performed after repair or replacement of the damaged **Covered Property** is completed only to the extent that there is reason to believe there is the presence of **Fungus**, wet or dry rot or bacteria.

h. Data Restoration

- (1) We will pay for your reasonable and necessary cost to research, replace or restore lost **Data** stored in **Covered Equipment**.
- (2) We will not pay to reproduce:
 - (i) Software programs or operating systems that are not commercially available; or
 - (ii) **Data** that is obsolete, unnecessary or useless to you.

i. Newly Acquired Locations

We will automatically provide coverage at a newly acquired location you have purchased or leased. This coverage begins at the time you acquire the property and continues for a period not exceeding the number of days indicated in the Declarations for Newly Acquired Locations, under the following conditions:

- (1) You must inform us, in writing, of the newly acquired location as soon as practicable;
- (2) You agree to pay an additional premium as determined by us for newly acquired locations from the date you acquire the property;
- (3) The coverage for these **Locations** will be subject to the same terms, conditions, exclusions and limitations as other insured **Locations**; and
- (4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired location will be the broadest coverage and highest limits and deductible applicable to the existing premises.
- (5) This coverage ends when any of the following first occurs:
 - (a) This Policy expires;
 - (b) The number of days specified in the Declarations for this coverage expires after you acquire the **Location**;
 - (c) The **Location** is incorporated into the regular coverage of this policy; or
 - (d) The **Location** is incorporated into the regular coverage of another policy.

B. Limits of Insurance

1. The most we will pay for any and all coverages for loss or damage from any **One Equipment Breakdown** is the applicable Equipment Breakdown Limit shown in the Declarations.
2. Any payment made will not be increased if more than one insured is shown in the Declarations.
3. For each Coverage and Additional Coverage in Paragraph **A.**, if:
 - a. INCLUDED is shown in the Declarations, the limit for such coverage is part of, not in addition to, the Equipment Breakdown Limit.
 - b. A limit is shown in the Declarations, we will not pay more than the Limit of Insurance for each such coverage.
4. For Paragraph **A.2.g.**, Fungus, Wet Rot, Dry Rot and Bacteria Additional Coverage, loss arising from any **One Equipment Breakdown** may continue to be present or recur in a later policy period. In such

a case, the most we will pay for all loss, damage or expense arising out of any **One Equipment Breakdown** is the coverage limit applicable at the time of the **Covered Cause of Loss**.

C. Deductible

1. Application Of Deductibles

We will not pay for loss or damage resulting from any **One Equipment Breakdown** until the amount of covered loss or damage exceeds the deductible shown in the Declarations for each applicable coverage. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

2. Determination Of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the Declarations, we will first subtract the deductible amount from any loss we would otherwise pay.

b. Time Deductible

If a time deductible is shown in the Declarations, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following an **Equipment Breakdown**. If a time deductible is shown in days, each day shall mean 24 consecutive hours.

c. Multiple Of Daily Value Deductible

If a multiple of daily value is shown in the Declarations, this deductible will be calculated as follows:

- (1) For the entire premises where the loss occurred determine the total amount of **Business Income** that would have been earned during the **Period of Restoration** had no **Equipment Breakdown** taken place.
- (2) Divide the result in Paragraph (1) by the number of days the business would have been open during the **Period of Restoration**. The result is the daily value.
- (3) Multiply the daily value in Paragraph (2) by the number of days shown in the Declarations. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Defense

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

D. Duties In The Event Of Loss Or Damage

1. You must see that the following are done in the event of loss or damage to **Covered Property**:
 - a. Give us prompt notice of the loss or damage. Include a description of the property involved.
 - b. As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - c. Allow us a reasonable time and opportunity to examine the property and premises before repairs are undertaken or physical evidence of the **Equipment Breakdown** is removed. But you must take whatever measures are necessary to protect the property and premises from further damage.
 - d. Preserve all repaired or replaced **Covered Property** for our inspection, unless we authorize otherwise;
 - e. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - f. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - g. Promptly send us any legal papers or notices received concerning the loss, damage or expense.
 - h. Make no statement that will assume any obligation or admit any liability, for any loss, damage or expense for which we may be liable, without our consent.
 - i. Reduce your loss as stated under Loss Condition J.
 - j. Cooperate with us in the investigation or settlement of the claim.
2. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

E. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

F. Legal Action Against Us

No one may bring legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within two years after the date of the **Equipment Breakdown**; or
3. We agree in writing that you have an obligation to pay for damage to **Covered Property** of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into any action to determine your liability.

G. Loss Payable Clause

1. We will pay you and the loss payee shown in the Declarations for loss due to an **Equipment Breakdown to Covered Equipment**, as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.
2. We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel, we will mail you and the loss payee the same advance notice.
3. If we make any payment to the loss payee, we will obtain their rights against any other party.

H. Other Insurance

If there is other 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 that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Privilege To Adjust With Owner

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

J. Reducing Your Loss

As soon as possible after an **Equipment Breakdown**, you must:

1. Resume business, partially or completely at the location of loss or another location;
2. Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and
3. Make use of every reasonable means to reduce or avert loss, including:
 - a. Working extra time or overtime at the premises or at another premises you own or acquire to carry on the same operations;
 - b. Utilizing the property and/or services of other concerns;
 - c. Using merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; or
 - d. Salvaging the damaged **Covered Property**.

K. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your **Covered Property** or covered income.
2. After a loss to your **Covered Property** or covered income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or

- c. Your tenant.

This will not restrict your insurance.

L. Valuation

1. We will determine the value of **Covered Property** in the event of loss or damage as follows:
 - a. At replacement cost as the time of the loss or damage, except as provided in Paragraphs L.2., 3., 4., 5., 6., 7. And 8 below. However, we will not pay more for loss or damage on a replacement cost basis than the least of the following:
 - (1) The Limit of Insurance applicable to the damaged **Covered Property**;
 - (2) The cost to repair the damaged Covered Property;
 - (3) The cost to replace the damaged Covered Property with other property of comparable material and quality intended to be used for the same purpose; or
 - (4) The amount actually spent that is necessary to repair or replace the damaged Covered Property.

But we will not pay for such damaged property that is obsolete and useless to you.

2. If **Covered Property** requires replacement due to an **Equipment Breakdown**, we pay your additional cost to replace with equipment that is better for the environment, safer, or more efficient than the equipment being replaced.

However, we do not pay more than 150% of what the cost would have been to repair or replace with like kind and quality.

3. If:
 - a. Any damaged **Covered Property** is protected by an extended warranty, or maintenance or service contract; and
 - b. That warranty or contract becomes void or unusable due to an **Equipment Breakdown**; we will reimburse you for the unused costs of non-refundable, non-transferable warranties or contracts.
4. Unless we agree otherwise in writing, if you do not repair or replace the damaged property within 24 months following the date of the **Equipment Breakdown**, then we will pay only the smaller of the:
 - a. Cost it would have taken to repair or replace; or
 - b. **Actual Cash Value** at the time of the **Equipment Breakdown**.
5. If all of the following conditions are met, property held by you for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had:
 - a. The property was manufactured by you;
 - b. The selling price of the property is more than the replacement cost of the property; and
 - c. You are unable to replace the property before its anticipated sale.
6. We will pay for loss to damaged **Data** or **Media** as follows:
 - a. Replacement cost for **Data** or **Media** that are mass produced and commercially available; and
 - b. The cost you actually spend to reproduce the records on blank material for all other **Data** or **Media**, including the cost of gathering or assembling information for such reproduction.

However, we will not pay for **Data** or **Media** that we determine are not or cannot be replaced with **Data** or **Media** of like kind and quality or property of similar functional use.

7. We will determine the value of **Covered Property** that is being processed as follows:
 - (a) For raw materials, the replacement cost; and
 - (b) For goods in process, the replacement cost of the raw materials, the labor extended and the proper proportion of overhead charges.

8. Any salvage value of property obtained for temporary repairs or use following an **Equipment Breakdown** which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

M. The following additional conditions apply to the Business Income or Extra Expense Additional Coverage:

1. Annual Reports

You must complete an Annual Report of Values form approved by us once each year. Your reports must reach us within three months of the annual report date shown in the Declarations and each anniversary of that date.

2. Adjustment Of Premium

Upon receipt of the annual reports of values you furnish us, we will determine the amount of premium we earned for the past year. If the amount determined is more than the premium we have already charged for this coverage, you must pay the difference. If the amount determined is less than the premium we originally charged, we will refund the difference. However, the amount we return will not exceed 75% of the premium we originally charged.

3. Coinsurance

This Coinsurance Condition applies only if we did not receive your Annual Report of Values form within three months of the due date as outlined in Paragraph 1.

a. We will not pay the full amount of any loss if:

- (1) The **Business Income Actual Annual Value** at the time of loss is greater than the **Business Income Estimated Annual Value** shown in your latest report; or
- (2) Your report was received by us more than three months after the due date, or your report is overdue.

b. Instead, we will determine the most we will pay using the following steps:

- (1) Divide the **Business Income Estimated Annual Value** by the **Business Income Actual Annual Value** at the time of the **Equipment Breakdown**;
- (2) Multiply the total amount of the loss of **Business Income** by the figure determined in Step (1); and
- (3) Subtract any applicable deductible from the amount determined in Step (2).

We will pay the amount determined in Step (3) or the **Business Income** and **Extra Expense** Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

If coverage is provided for more than one premises, then this Coinsurance Condition applies separately to each premises.

SECTION III General Conditions

A. Additional Insured

If a person or organization is designated in this Coverage Part as an additional insured, we will consider them to be an insured under this Coverage Part to the extent of their interest.

B. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Part.

C. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The **Covered Property**;
3. Your interest in the **Covered Property**; or
4. A claim under this Coverage Part.

D. Liberalization

If we adopt any standard form revision for general use that would broaden coverage in this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the policy period.

E. Mortgageholder and Lender's Loss Payee

1. The term mortgageholder includes trustee.
2. The term lender's loss payee is a creditor which includes a mortgageholder.
3. We will pay for direct damage to **Covered Property** due to an **Equipment Breakdown** to **Covered Equipment** to each mortgageholder and lender's loss payee shown in the Declarations in their order of precedence, as interests may appear.
4. The mortgageholder and lender's loss payee have the right to receive loss payment even if the mortgageholder or lender's loss payee has started foreclosure or similar action on the **Covered Property**.
5. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder and lender's loss payee will still have the right to receive loss payment if the mortgageholder and lender's loss payee:
 - a. Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - b. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership or material change in risk known to the mortgageholder or lender's loss payee.

All of the terms of this Coverage Part will then apply directly to the mortgageholder or lender's loss payee.

6. If we pay the mortgageholder or lender's loss payee for any loss and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - a. The mortgageholder's or lender's loss payee rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - b. The mortgageholder's or lender's loss payee right to recover the full amount of the mortgageholder's or lender's loss payee claim will not be impaired.

At our option, we may pay to the mortgageholder or lender's loss payee the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

7. If we cancel this policy, we will give written notice to the mortgageholder or lender's loss payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
8. If we do not renew this policy, we will give written notice to the mortgageholder or lender's loss payee at least 10 days before the expiration date of this policy.
9. If we suspend coverage, it will also be suspended as respects the mortgageholder or lender's loss payee. We will give written notice of the suspension to the mortgageholder or lender's loss payee.

F. No Benefit To Bailee

No person or organization, other than you, having custody of **Covered Property** will benefit from this insurance.

G. Policy Period, Coverage Territory

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

H. Premium And Adjustments

You shall report to us 100% of the total insurable values at each premises every year as of the anniversary date. The values shall be reported separately for each of the coverages provided. Premium for each anniversary will be promulgated for the ensuing period on the basis of rates in effect at the anniversary date and for all values at risk.

You agree to keep the applicable records for each policy year available for inspection by our representatives at all times during business hours, during the respective policy year, and for a period of 12 months after the end of the respective policy year or after cancellation of this Coverage Part.

I. Suspension

Whenever **Covered Equipment** is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an **Equipment Breakdown** to that **Covered Equipment**. This can be done by delivering or mailing a written notice of suspension to:

1. Your last known address; or
2. The address where the **Covered Equipment** is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that **Covered Equipment**.

If we suspend your insurance, you will get a pro rata refund of premium for that **Covered Equipment**. But the suspension will be effective even if we have not yet made or offered a refund.

J. Jurisdictional Inspections

It is your responsibility to comply with any state or municipal boiler and pressure vessel regulations. If any **Covered Equipment** that is **Covered Property** requires inspection to comply with such regulations, at your option we agree to perform such inspection.

K. Joint Or Disputed Loss Agreement

1. This condition is intended to facilitate payment of insurance proceeds when:
 - a. Both a commercial property policy and this Coverage Part are in effect;
 - b. Damage occurs to **Covered Property** that is insured by the commercial property policy and this Coverage Part; and
 - c. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
2. This condition does not apply if:
 - a. Both the commercial property insurer(s) and we do not admit to any liability; and
 - b. Neither the commercial property insurer(s) nor we contend that coverage applies under the other insurer's policy.
3. The provisions of this condition apply only if all of the following requirements are met:
 - a. The commercial property policy carried by the Named Insured, insuring the **Covered Property**, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition;
 - b. The damage to the **Covered Property** was caused by a loss for which:
 - (1) Both the commercial property insurer and we admit to some liability for payment under the respective policies; or
 - (2) There is disagreement between the insurers with respect to:
 - (a) Whether the damage to the **Covered Property** was caused by a **Covered Cause of Loss** insured under this Coverage Part or by a covered cause of loss insured by the commercial property policy; or
 - (b) The extent of participation of this Coverage Part and of such commercial property policy in a loss that is insured against, partially or wholly, by both this Coverage Part and such commercial property.
4. If the requirements listed in paragraph 3. above are satisfied, the commercial property insurer and we will make payment per the following:
 - a. We will pay, after your written request, the entire amount of loss that we have agreed is covered, if any, by this Coverage Part and one-half (1/2) the amount of the loss that is in disagreement.
 - b. The commercial property insurer will pay, after your written request, the entire amount of loss that it has agreed is covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.
 - c. Payments by the insurers of the amounts that are in disagreement, as described in paragraphs **4.a.** and **4.b.**, do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
 - d. The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent Loss Agreement of the commercial property policy.
 - e. The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.
 - f. Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.
5. Arbitration
 - a. The payments by the commercial property insurer and us hereunder and acceptance of those sums by you signify the agreement between the commercial property insurer and us to proceed with arbitration within 90 days of such payment.
 - b. The arbitrators shall be three in number, one of whom shall be appointed by us and one of whom shall be appointed by the commercial property insurer and the third appointed by consent of the other two arbitrators.

- c. The decision by the arbitrators shall be binding on the commercial property insurer and us and that judgement upon such award may be entered in any court of competent jurisdiction.
- d. You agree to cooperate in connection with such arbitration but not to intervene therein.

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SECTION IV Definitions

- A. Actual Cash Value** means the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
- B. Business Income** means the sum of:
1. The Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
 2. Continuing normal and necessary operating expenses incurred, including employee payroll.
- C. Business Income Actual Annual Value** means the sum of the Net Income and continuing normal operating expenses incurred, including payroll that would have been earned had the **Equipment Breakdown** not occurred.
- D. Business Income Estimated Annual Value** means the sum of the Net Income and continuing normal operating expenses incurred, including payroll as estimated by you in the most recent Annual Report of Values form on file with us.
- E. Covered Cause of Loss** as defined in paragraph **A.1. Property Damage**.
- F. Covered Equipment**
1. Means any:
 - a. Equipment designed and built to operate under internal pressure or vacuum other than weight or contents. From any boiler or fire vessel, the furnace of the **Covered Equipment** and the gas passages from there to the atmosphere will be considered as outside the **Covered Equipment**;
 - b. Communication equipment and computerized equipment;
 - c. Fiber Optic Cables; or
 - d. Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.
 2. **Covered Equipment** does NOT mean any:
 - a. Glass vessels;
 - b. Insulating or refractory materials or glass linings;
 - c. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft or their launch sites;
 - d. Draglines, excavation or construction equipment.
 - e. Equipment manufactured by you for sale.
 - f. Waste, drainage, sewer piping, piping forming a part of a fire protection system or water piping (including valves and fittings) other than:
 - (1) Feed water piping between any boiler and its feed pump or injector;
 - (2) Boiler condensate return piping;
 - (3) Water piping forming a part of refrigerating or air conditioning system if such piping is used for cooling, humidifying or space heating purposes;
 - g. Vessels, piping and other equipment that is buried belowground and requires the excavation of materials to inspect, remove, repair or replace;
 - h. Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
 - i. Structure, foundation, cabinet or compartment supporting or containing any **Covered Equipment**, conduits or ductwork, penstock, draft tube or well casing;
 - j. Vehicle, aircraft, self-propelled equipment or floating vessel;

- k. Felt, wire, screen, die, mold, extrusion plate, swing hammer, grinding disc, cutting blade, chain, belt, clutch plate, brake pad, non-metallic part or any part or tool subject to periodic replacement.
- l. Any equipment that you do not own, lease, or operate under your control unless specifically identified elsewhere in this Policy.

G. Covered Property as used in this Policy,

1. Means any property:

- a. You own; or
- b. Of others that is in your care, custody or control and for which you are legally liable.

Such property must be at a **Location** indicated in the Declarations.

2. **Covered Property** does NOT mean:

- a. Land, water, or any substance in or on land, pavement and roadways, trees, lawns, growing crops or standing timber;
- b. Shrubs or plants unless held indoor for retail sale;
- c. Currency, money, notes, securities, accounts, bills, tickets, tokens, deeds or other evidences of debt,
- d. Contraband, or property in the course of illegal transportation or trade;
- e. Valuable papers and records, fine arts, jewelry, furs or precious stones; or
- f. Animals.

H. Cyber Incident means:

- 1. Unauthorized access to or use of any computer system (including electronic data).
- 2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- 3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

I. Data means information or instructions used by computers or computerized equipment.

J. Equipment Breakdown

- 1. Means physical loss or damage both originating within **Covered Equipment** and caused by, resulting from, or consisting of:
 - a. Mechanical breakdown;
 - b. Electrical or electronic breakdown;
 - c. Rupture, bursting, bulging, implosion, or steam explosion; or
 - d. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances, or wires.

2. **Equipment Breakdown** does not mean:

- a. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- b. Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to **Covered Equipment**;
- c. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- d. Damage to any vacuum tube, gas tube, or brush;
- e. Damage to any structure or foundation supporting the **Covered Equipment** or any of its parts;
- f. The functioning of any safety or protective device; or

- g. The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
- K. **Extra Expense** means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no **Covered Cause of Loss** occurred.
- L. **Fungus** means any type or form of **Fungus**, wet rot, dry rot, or bacteria, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by a **Fungus** or fungi.
- M. **Hazardous Substance** means any substance other than ammonia that has been declared to be hazardous to health by a government agency.
- N. **Location** means the premises at the address(es) shown on the Declarations or newly acquired premises as described in **A.2.i.** in this Policy.
- O. **Media** means material on which **Data** is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
- P. **One Equipment Breakdown** - If an initial **Equipment Breakdown** causes other **Equipment Breakdowns** all will be considered **One Equipment Breakdown**. All **Equipment Breakdowns** at any one **Location** that manifest themselves at the same time and are the result of the same cause will be considered **One Equipment Breakdown**.
- Q. **Period of Restoration** means the period of time that begins at the time of the **Equipment Breakdown** and continues until the earlier of:
1. The date the physical damage to **Covered Property** is repaired or replaced; or
 2. The date on which such damaged property could have been repaired or replaced with the exercise of due diligence and dispatch,
- plus the number of days, if any, shown in the Declaration Page of this Policy for Extended Period of Interruption.
- R. **Period of Service Interruption** means that period of time starting when the **Covered Equipment** suffers an **Equipment Breakdown** and ending when the supply of telephone, electricity, air conditioning, refrigeration, heating, gas, sewer, water or steam services to your **Location** is restored.
- S. **Perishable goods** means any **Covered Property**, other than animals, subject to deterioration or impairment as a result of a change in conditions, including, but not limited to, temperature, humidity or pressure.
- T. **Reasonable extra cost** means the extra cost of temporary repair and of expediting the repair of your damaged property, including overtime and the extra cost of express or other rapid means of transportation.

SECTION V General Exclusions

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded, regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

A. Fire and Combustion Explosion

1. Fire, including smoke from a fire or combustion explosion including, but is not limited to, a combustion explosion of any steam boiler or other fired vessel that:
 - a. Results in an **Equipment Breakdown**;
 - b. Occurs at the same time as an **Equipment Breakdown**; or
 - c. Ensues from an **Equipment Breakdown**.
2. Any other explosion, except as specifically provided in the definition of **Equipment Breakdown**.

B. An Explosion

However, we will pay for loss or damage caused by an explosion of **Covered Equipment** of a kind specified below, if not otherwise excluded in this Section:

1. Steam boiler; Electric steam generator; Steam piping; Steam turbine; Steam engine;
2. Gas turbine; or any other moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown.

C. Ordinance or Law

Increase in loss from the enforcement of, or change in, any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation, except as specifically provided in this Policy.

D. Earth Movement

Earth movement, including but not limited to earthquake, shock, tremor, land subsidence, mine subsidence, volcanic action, landslide, rock fall, earth sinking, sinkhole collapse or tsunami all whether naturally occurring, human-made or other artificial causes.

E. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

F. War and Military Action

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.

G. Water

1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
2. Mudslide or mudflow;
3. Water that backs up or overflows from a sewer, drain or sump;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;

- b. Basements, whether paved or not; or
- c. Doors, windows or other openings; or
- 5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.
all whether naturally occurring, human-made or other artificial causes.

H. Fungus

Presence, growth, proliferation, spread or any activity of **Fungus**, wet or dry rot or bacteria.

But if **Fungus**, wet or dry rot or bacteria results in an **Equipment Breakdown**, we will pay for the resulting loss or damage as specifically covered under the Fungus, Wet Rot, Dry Rot And Bacteria Additional Coverage. This exclusion does not apply to spoilage of personal property that is **Perishable goods** to the extent that such spoilage is covered under the Spoilage Additional Coverage.

I. Neglect

Your failure to use all reasonable means to save and preserve **Covered Property** from further damage at and after the time of the loss.

J. Cyber Incident

K. An **Equipment Breakdown** that is caused by windstorm or hail.

L. An **Equipment Breakdown** that is the direct or indirect result of any of the following causes of loss:

1. Lightning;
2. Freezing caused by cold weather;
3. Collapse;
4. Smoke;
5. Weight of snow, ice or sleet;
6. Impact from aircraft, missile or vehicles including but not limited to collision or any physical contact caused by a vehicle or damage by objects falling from aircraft or missile;
7. Riot, civil commotion, vandalism or malicious act;
8. Leakage or discharge of any substance from an automatic sprinkler system, including collapse of a tank that is part of the system;
9. Volcanic Action;
10. An electrical insulation breakdown test;
11. A hydrostatic, pneumatic or gas pressure test;
12. Water or other means intended to extinguish a fire, even when such an attempt is unsuccessful;
13. Elevator collision;
14. Discharge of molten material from equipment, including the heat from such discharged material;
15. Falling Objects;
16. Water Damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; or
17. Breakage of Glass.

M. Loss due to:

1. Wear and tear, corrosion, depletion, deterioration, erosion, settling, cracking, shrinking, or expansion or other gradually developing conditions;
2. Nesting or infestation, or discharge or release of waste products or secretions, by animals;

3. Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of **Data** by any computer system including hardware, programs, or software; or
4. Scratching and marring.

However, if an **Equipment Breakdown** results, we will pay for the resulting loss, damage or expense caused by that **Equipment Breakdown**.

- N. With respect to Business Income or Extra Expense and Service Interruption Additional Coverages, we will also not pay for:
1. Loss associated with business that would not or could not have been carried on if the **Covered Cause of Loss** had not occurred;
 2. Loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business;
 3. The suspension, lapse or cancellation of a contract following an **Equipment Breakdown** extending beyond the time business could have resumed if the contract had not lapsed, been suspended or canceled.
 4. Any increase in loss resulting from an agreement between you and your customer or supplier. This includes, but is not limited to, contingent bonuses or penalties, late fees, demand charges, demurrage charges and liquidated damages.
 5. Any indirect loss following an **Equipment Breakdown to Covered Equipment** that results from the lack or excess of power, light, heat, steam or refrigeration except as provided by the Business Income or Extra Expense, Spoilage and Service Interruption Additional Coverages.
- O. With respect to Service Interruption Coverage, any loss resulting from the following additional causes of loss whether or not coverage for that cause of loss is provided by another policy you have:
1. Acts of sabotage;
 2. Collapse;
 3. Deliberate act(s) of load-shedding by the supplying utility;
 4. Freezing caused by cold weather;
 5. Impact of aircraft, missile or vehicle;
 6. Impact of objects falling from an aircraft or missile;
 7. Lightning;
 8. Riot, civil commotion or vandalism;
 9. Sinkhole collapse;
 10. Smoke; or
 11. Weight of snow, ice or sleet.

NOTICE TO POLICYHOLDERS JURISDICTIONAL INSPECTIONS

Many states and some cities issue certificates permitting the continued operation of certain equipment such as boilers, water heaters, pressure vessels, etc. Periodic inspections are normally required to renew these certificates. In most jurisdictions, insurance company employees who have been licensed are authorized to perform these inspections.

If:

- **You** own or operate equipment that requires a certificate from a state or city to operate legally, and
- **We** Insure that equipment under this **Policy**, and
- **You** would like us to perform the next required inspection;

Then;

Call this toll-free number – (1) 866-594-1257

When you call this number, an FM Boiler Re representative will ask you for the following information:

- Name of your business (as shown on this Policy)
- Policy Number
- Location where the equipment is located. Including Zip Code.
- Person to contact and phone number for scheduling of inspection
- Type of equipment requiring inspection
- Certificate inspection date and certificate number

Please note the following:

- Your jurisdiction may charge you a fee for renewing a certificate. It is your responsibility to pay such a fee.
- All the provisions of the Jurisdictional Inspections General Condition apply to the inspections described in this notice.

REMINDER

If new equipment is installed or old equipment replaced that requires a jurisdictional inspection please let us know by calling the toll-free number listed above.

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently, and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** insurance, **You** should contact **Your Insurance Broker**.

If **You** remain unsatisfied or wish to make a complaint, **You** may contact **Us** at:

The Compliance Officer
AEGIS Syndicate 1225 at Lloyd's care of AEGIS Managing Agency Limited
25 Fenchurch Avenue,
London EC3M 5AD
United Kingdom.

Email: complaints@aegislondon.co.uk

Telephone: + 44(0)20 7856 7856

Website: www.aegislink.com/portal/london/index.do

Please quote the policy number and/or claim number as appropriate in any correspondence.

In the alternative, or if **You** are dissatisfied with the resolution of **Your** enquiry or **Your** complaint, **You** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue, East Tower, 25th Floor,
New York,
New York 10017
U.S.A.
Email: complaints@lloyds.com
Telephone: 1-844-849-7828

Making a complaint does not affect **Your** right to take legal action.

The provisions of this Complaints and Other Enquiries section may be changed by an **Endorsement** issued by **Us** and made a part of this **Policy**, or by an attachment of a separate Notice to this **Policy**.