

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL COVERAGE - EXTRA EXPENSE

This endorsement modifies insurance provided under the following:

### DIFFERENCE IN CONDITIONS COVERAGE FORM UND 1211

#### A. COVERAGE

Subject to the terms, exclusions, limits and conditions of the policy to which this endorsement is attached and to the provisions contained in this endorsement, we will pay the actual and necessary Extra Expense you sustain due to accidental direct physical loss or damage to tangible property. The property sustaining loss or damage must be situated at the locations described in the Declarations for which a stated value for Extra Expense is shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations (or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on values). The property sustaining loss or damage must be insured under this policy, or, provided you are a tenant or lessee of the premises where the loss or damage occurred, must be non-owned property of the type described in Section **A.1. Covered Property** of the **DIFFERENCE IN CONDITIONS COVERAGE FORM**, and be necessary for your "operations". We do not pay, under any circumstance, for Extra Expense arising from loss or damage to property described in Section **C. PROPERTY EXCLUDED** of the **DIFFERENCE IN CONDITIONS COVERAGE FORM**. The loss or damage must be caused by or result from a Covered Cause of Loss first commencing during the Policy Period. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described location(s) include the area within 100 feet of the site of the described location(s).

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site of the described location, your location means:

- a. The portion of the building which you rent, lease or occupy; and

- b. Any area within the building or on the site of the described location, if that area services, or is used to gain access to, the described location.

#### 1. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to tangible property caused by or resulting from a Covered Cause of Loss. Coverage pertains to expenses (other than the expense to repair or replace property), which are incurred to:

- a. Avoid or minimize the "suspension" of business and to continue "operations" at the described locations or at replacement locations or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; or
- b. Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this endorsement.

#### 2. Exclusions

The following exclusions apply in addition to those described in Section **C. PROPERTY EXCLUDED** and Section **D. CAUSES OF LOSS EXCLUDED** in the **DIFFERENCE IN CONDITIONS COVERAGE FORM**.

#### a. Interruption Of Computer Operations

Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by direct physical loss or damage to "electronic data" or "electronic data processing equipment".

### 3. Additional Coverage – Civil Authority

In this Additional Coverage – Civil Authority, the described locations are locations to which a stated value for Extra Expense is shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on values.

When a Covered Cause of Loss causes damage to property other than property at the described locations, we will pay for the actual and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described locations, provided that both of the following apply:

- a. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described location is within that area but are not more than one mile from the damaged property; and
- b. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will begin immediately after the time of the first action of civil authority that prohibits access to the described locations and will end four consecutive weeks after the date of that action.

### B. LIMITS OF INSURANCE

The most we will pay for loss under all coverages provided under this endorsement in any one "loss occurrence" are the amounts described in Section **A. 2. LIMITS OF INSURANCE** in the Declarations.

Payments made for coverage provided by this endorsement are within the Limits of Insurance and will not serve to increase our Limits of Insurance shown in the Declarations.

### C. DEDUCTIBLE

The deductible applies per Section **D. DEDUCTIBLES** of the Declarations, and as more fully described in Section **B. DEDUCTIBLE CLAUSE** of the **DIFFERENCE IN CONDITIONS COVERAGE FORM**.

### D. LOSS CONDITIONS

The following conditions apply in addition to those listed in Section **G. LOSS CONDITIONS** in the **DIFFERENCE IN CONDITIONS COVERAGE FORM**.

#### 1. Loss Determination

- a. The amount of Extra Expense will be determined based on:
  - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
    - (b) Any Extra Expense that is paid for by other insurance; and
  - (2) Necessary expenses that reduce the Extra Expense otherwise incurred.
- b. We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

## E. DEFINITIONS

1. "Electronic data" meaning information, records, files, facts and all software including operating systems, computer programs, procedures, applications, and source material stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
2. "Electronic data processing equipment" means tangible hardware including, but not limited to, computers, servers, networks, mainframes, electronic accounting machines, drives, blades, and any storage device (excluding the "electronic data" stored thereon).
3. "Operations" means your business activities occurring at the described premises.
4. "Period of restoration" means the period of time that:
  - a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described locations; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described location should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) 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".

The expiration date of this policy will not cut short the "period of restoration".

5. "Suspension" means the slowdown or cessation of your business activities.

**Nothing contained in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as stated above.**