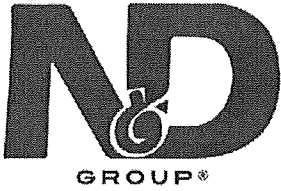


SINCE 1825



# ComPak<sup>®</sup> Policy

**R0630962A**

**GALLANT INSURANCE AGENCY, INC.**

- With -

**Norfolk & Dedham Mutual  
Fire Insurance Company**

## Insurance Policy For:

**THE DAVIS PLACE CONDOMINIUM  
ASSOCIATION, INC. C/O LEVINE  
159 PROSPECT STREET #1  
ACTON, MA 01720**

*Locally Grown Insurance<sup>®</sup>*

**NDGroup.com**

**1-800-688-1825**

**Mutual Company  
Nonassessable Policy**

# ComPak® BUSINESSOWNERS POLICY QUICK REFERENCE

## Businessowners Coverage Form (BP 00 03 07 13)

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**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**  
**ComPak® BUSINESSOWNERS POLICY**  
**RENEWAL DECLARATIONS**

POLICY #: R0630962A

**A. POLICYHOLDER AND AGENT INFO**

Insured: THE DAVIS PLACE CONDOMINIUM  
ASSOCIATION, INC. C/O LEVINE  
159 PROSPECT STREET #1  
ACTON, MA 01720

Agent: GALLANT INSURANCE AGENCY, INC.  
Phone: (978)263-3500  
Agent #: 20075

Business Form: CORPORATION  
Business Description: CONDOMINIUMS

Policy Period: 1 YEAR  
From: 07/30/23 To: 07/30/24  
Coverage begins at 12:01 A.M. Eastern Standard Time.

Payment Plan: DIRECT BILL - EDP 10 PAY

**B. POLICY PREMIUM**

Annual Premium	Subject To Audit	State Taxes or Fees	Prior Annual Premium	Additional/Return Premium
\$ 8,335	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**C. BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES AND LIMITS**

LOCATION 1, BUILDING 1: BUILDINGS 1,2,3, 159 PROSPECT ST, ACTON, MA 01720

Building	ACV Option: No	Limit(s)	Premium
Building		\$ 5,560,500	\$ 6,136
Business Personal Property		\$	\$
Mortgage Holder	None		

**D. LOCATION COVERAGES AND LIMITS**

LOCATION 1: BUILDINGS 1,2,3, 159 PROSPECT ST, ACTON, MA 01720

	Limit(s)	Premium
Outdoor Property	\$ 25,000	\$ Included
Outdoor Signs	\$ 25,000	\$ Included
Money & Securities	\$ 15,000/15,000	\$ Included

**E. POLICY INFO**

Policy Deductible	Applicable to Section I - Property	\$ 25,000	\$ Included
Optional Coverage Deductible		\$ 500	\$ Included
Building Coverage Limit	Automatic Increase	8%	\$ Included



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**  
**ComPak® BUSINESSOWNERS POLICY**  
**RENEWAL DECLARATIONS**

POLICY #: R0630962A

**F. POLICY COVERAGES AND LIMITS**

**SECTION I - PROPERTY**

		Limit(s)	Premium
Accounts Receivable	On Premises/Off Premises	\$ 100,000/5,000	\$ Included
Valuable Papers	On Premises/Off Premises	\$ 100,000/5,000	\$ Included
Employee Dishonesty		\$ 50,000	\$ 67
Forgery & Alteration		\$ 25,000	\$ Included

**SECTION II - LIABILITY AND MEDICAL EXPENSES**

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II - Liability** in the Businessowners Coverage Form and any attached endorsements.

		Limit(s)	Premium
Liability and Medical Expenses	Per Occurrence	\$ 1,000,000	\$ 562
Medical Expenses	Per Person	\$ 5,000	\$ Included
Damage To Premises Rented to You	Any One Premises	\$ 50,000	\$ Included
General Aggregate		\$ 2,000,000	\$ Included
Products/Completed Operations Aggregate		\$ 2,000,000	\$ Included



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**  
**ComPak® BUSINESSOWNERS POLICY**  
**RENEWAL DECLARATIONS**

POLICY #: R0630962A

**G. ENDORSEMENTS**

**POLICY ENDORSEMENTS**

Form #	Date	Description	Limit(s)	Premium
BP 00 03	07 13	Businessowners Coverage Form	\$ 0	\$ Included
BP 01 08	03 11	Massachusetts Changes		\$ Included
BP 01 44	01 21	Massachusetts Changes Intentional Loss		\$ Included
BP 02 06	09 12	ComPak® Enhanced Coverage Endorsement		\$ Included
BP 02 09	09 12	Personal Property Off Premises	\$ 25,000	\$ Included
BP 02 13	02 22	Exclusion - Tobacco and Electronic Smoking Device Liability		\$ Included
BP 02 15	10 22	ComPak Plus Enhanced Coverage Endorsement		\$ 182
BP 02 27	09 12	Two Or More Policies Issued By Us		\$ Included
BP 02 34	09 12	Employment-Related Practices, Policies, Acts Or Omissions Exclusion		\$ -6
BP 02 46	01 19	Massachusetts Changes		\$ Included
BP 02 52	01 19	Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)		\$ Included
BP 02 58	03 21	EnviroPak Insurance Endorsement Named Insured and Address: THE DAVIS PLACE CONDOMINIUM ASSOCIATION, INC. C/O LEVINE 159 PROSPECT STREET #1 ACTON, MA 01720 Contractor's Pollution Legal Liability Insurance Aggregate Limit: Excluded Each "Pollution Condition" Limit: Excluded Deductible for Each "Pollution Condition": N/A "Commencement Date": N/A Professional Legal Liability Insurance Aggregate Limit: Excluded Each Professional Loss: Excluded Deductible for Each "Professional Loss" N/A "Contracting Services": N/A "Professional Services": N/A "Retroactive Date": N/A "Extended Reporting Period": N/A Premises Pollution Legal Liability Insurance Aggregate Limit: \$ 50,000 Each "Pollution Condition" Limit: \$ 50,000 Deductible for Each "Professional Loss": \$0 "Covered Location"(s): See Policy Declarations "Retroactive Date": 07/30/2019 "Extended Reporting Period": 90 days "Business Interruption" and "Extra Expense" Aggregate Limit: \$ 5,000		\$ 35



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**  
**ComPak® BUSINESSOWNERS POLICY**  
**RENEWAL DECLARATIONS**

POLICY #: R0630962A

Form #	Date	Description	Limit(s)	Premium
		Limit: "Deductible Period": 3 days "Pollution Emergency" Telephone Number: 1-800-347-4384	\$ 5,000	
BP 02 87	10 18	Data Response, Cyber Liability And Data Protection Coverage Form Endorsement Named Insured and Address: THE DAVIS PLACE CONDOMINIUM ASSOCIATION, INC. C/O LEVINE 159 PROSPECT STREET #1 ACTON, MA 01720 Business Form: CORPORATION Policy Period: 07/30/23 to 07/30/24 Retroactive Date: 07/30/2014 Limits of Liability: Coverage Form Aggregate Limit of Liability \$ 50,000 Data Response Services Sublimit:Not Applicable PCI Fines, Expenses and Costs Sublimit \$ 25,000 Website Media Liability Sublimit \$ 10,000 Data Protection Loss Sublimit \$ 10,000 Business Interruption Loss Sublimit \$ 10,000 Extortion Expense Sublimit \$ 10,000 Deductible: \$500 Premium: \$104 Forms and endorsements at inception: BP 02 89		\$ 104
BP 02 89	10 18	Prior Incident Sublimit Endorsement Coverage Form Aggregate Limit of Liability \$ 50,000 Prior Incident Sublimit \$ 25,000 Data Response Services Sublimit:Not Applicable PCI Fines, Expenses and Costs Sublimit \$ 25,000 Website Media Liability Sublimit \$ 10,000 Data Protection Loss Sublimit \$ 10,000 Business Interruption Loss Sublimit \$ 10,000 Extortion Expense Sublimit \$ 10,000 Prior Incident Sublimit End Date: 07/30/2019		\$ Included
BP 04 04	01 10	Hired Auto And Non-Owned Auto Liability Hired Auto Liability: Included Non-Owned Auto Liability: Included		\$ 85
BP 04 19	07 13	Amendment - Liquor Liability Exclusion - Exception For Scheduled Premises or Activities Description Of Activity(ies): None		\$ Included
BP 05 15	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act		\$ Included
BP 05 26	01 15	Exclusion Of Certified Acts Of Terrorism Involving Nuclear, Biological, Chemical Or Radiological Terrorism; Cap On Covered Certified Acts Losses		\$ Included
BP 05 42	01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism		\$ Included
BP 05 77	01 06	Fungi Or Bacteria Exclusion (Liability)		\$ Included



NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY

ComPak® BUSINESSOWNERS POLICY

RENEWAL DECLARATIONS

POLICY #: R0630962A

Form #	Date	Description	Limit(s)	Premium
BP 06 98	07 13	Massachusetts - Fungi, Wet Rot Or Dry Rot Exclusion And Limitations		\$ Included
BP 14 86	07 13	Communicable Disease Exclusion		\$ Included
BP 15 04	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception		\$ Included
BP 15 11	12 16	Exclusion - Unmanned Aircraft		\$ Included
BP 15 31	09 19	Cannabis Property Exclusion With Hemp Exception		\$ Included
BP 15 33	09 19	Cannabis Liability Exclusion With Hemp Exception		\$ Included
BP 15 60	02 21	Cyber Incident Exclusion		\$ Included
BP 17 07	07 13	Massachusetts Changes - Condominium Association Coverage Name Of Insurance Trustee: NOT DESIGNATED Name Of Condo Association: THE DAVIS PLACE CONDOMINIUM		\$ Included
BP 17 24	01 10	Condominiums, Co-Ops, Associations - Directors And Officers Liability Endorsement Aggregate Limit: Deductible: \$ 500 Pending Or Prior Litigation Date: None Retroactive Date: 07/30/2007	\$ 1,000,000	\$ 152



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**  
**ComPak® BUSINESSOWNERS POLICY**  
**RENEWAL DECLARATIONS**

POLICY #: R0630962A

**LOCATION ENDORSEMENTS**

**LOCATION 1: BUILDINGS 1,2,3, 159 PROSPECT ST, ACTON, MA 01720**

**Endorsement Applicable Per Location(s)**

Form #	Date	Description	Limit(s)	Premium
BP 04 46	07 13	Ordinance Or Law Coverage (Cov 1, Comb 2&3)Loss To Undamaged Portion Of Bldg With Comb Demo And ICC Combined Demo And ICC Limit: Business Income And Extra Expense Optional Coverage: No	\$ 250,000	\$ Included

**Endorsement Applicable To Specific Building(s)**

**BUILDING 1: BUILDINGS 1,2,3, 159 PROSPECT ST, ACTON, MA 01720**

Form #	Date	Description	Limit(s)	Premium
BP 10 03	07 13	Earthquake Deductible: 5%		\$ 1,018

In case of fire notify the company or its local agent at once in writing.

This declarations page together with the policy jacket, the policy form and any endorsements, completes this policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## ComPak® PLUS ENHANCED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM – SECTION I – PROPERTY

For an additional premium the following additional coverages are included.

#### 1. Accounts Receivable

The limit for Coverage Extension f. Accounts Receivable is increased to \$100,000 for loss or damage in any one occurrence at the described premises unless a higher Limit of Insurance for Accounts Receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$25,000.

#### 2. Appurtenant Structures

When there is a Building Limit of Insurance shown in the Declarations at the described premises, you may extend the insurance to apply to incidental appurtenant structures within 1,000 feet of the described premises.

When there is a Business Personal Property Limit of Insurance shown in the Declarations at the described premises, you may extend the insurance to Business Personal Property within incidental appurtenant structures within 1,000 feet of the described premises.

Incidental appurtenant structures include storage buildings, carports, garages and similar structures, which have not been specifically described in the Declarations.

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

#### 3. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you shall:

- A. Stamp the word "Salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- B. Remove the brands and labels, if doing so will not physically damage the merchandise or its containers. You must relabel the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in **A.** or **B.** above but the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

#### 4. Building Owner – Tenant Move Back Expenses

We will pay for expenses that you incur to move your tenants back into a described premises that was previously vacated due to temporary untenability caused by direct physical loss or damage by a Covered Cause of Loss.

We will only pay for the following expenses that are documented, reasonable and necessary:

- A. Packaging, insuring and transporting Business Personal Property;
- B. Re-establishing electric utility and communication services, less any refunds due tenants from discontinued services;
- C. Assembly and setting up fixtures and equipment; and
- D. Unpacking and reshelving "stock" and supplies.

We will only pay for move back expenses incurred within 60 days of the date that the portion of the building rented by your tenant has been repaired or rebuilt and is ready for occupancy.

If your tenants have valid and collectible insurance for move back expenses, we will pay only for the amount in excess of the amount payable from such other insurance.

The most we will pay under this Additional Coverage is \$15,000.

**5. Business Income and Extra Expense – Newly Acquired Premises**

**A.** When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur due to the "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage caused by or resulting from a Covered Cause of Loss at any premises you newly acquire by purchase or lease (other than at fairs, trade shows or exhibitions).

**B.** The most we will pay under this Coverage Extension for the sum of Business Income and Extra Expense you incur in any one occurrence is \$250,000 at each newly acquired premises.

**C.** Insurance under this Coverage Extension for each newly acquired premises will end when any of the following first occurs:

- (1) This policy expires;
- (2) 90 days expire after you acquire that premises;
- (3) You report that premises to us; or
- (4) The Business Income or Extra Expense is more specifically insured.

We will charge you additional premium for premises reported from the date you acquire that premises.

**D.** Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

**6. Business Income from Dependent Properties**

The limit for Additional Coverage **m.** Business Income from Dependent Properties is increased to \$25,000 unless a higher Limit of Insurance is shown elsewhere in the policy.

**7. Business Income - Extended Business Income**

With respect to Business Income and Extra Expense, the time frame referenced in **Paragraph A.5.f.(2)(a)(ii)ii.** is increased from 60 consecutive days to 90 consecutive days.

**8. Business Income – Web Sites**

We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" caused by direct physical loss or damage by a Covered Cause of Loss to:

**A.** Your business "computer" hosting your business web site at a described location; or

**B.** Your business web site operation at the premises of a vendor acting as your service provider.

The most we will pay for loss under this Additional Coverage is the lesser of:

**A.** The loss you sustain during the 7-day period immediately following the first 12 hours after the suspension of your website operations; or

**B.** \$10,000

**9. Claims Expense**

We will pay for reasonable expenses you incur at our request to assist us in the investigation or defense of a claim or suit, including actual loss of earnings up to \$500 a day because of time off work. This includes the costs to determine the amount of loss, such as taking inventories and preparing other documents to show the extent of the loss.

We will not pay for

**A.** Any expenses incurred, directed or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries.

**B.** Any costs as provided in the Paragraph E.2. Property Loss Conditions - Appraisal.

**C.** Any expenses incurred, directed or billed by or payable to insurance agents or brokers or their associates or subsidiaries.

The most we will pay under this Additional Coverage is \$5,000.

**10. Distance Extension**

Under **Section I – Property**, all references to 100 feet are changed to 1,000 feet.

**11. Employee Dishonesty**

Optional Coverage **3.** Employee Dishonesty is included. Unless a higher limit for Employee Dishonesty is shown elsewhere in the policy, the most we will pay for loss or damage in any one occurrence is \$25,000.

**12. Fine Arts**

**A.** The following is added to Paragraph **A.5. Additional Coverages** under **Section I – Property**:

(1) We will pay for direct loss of or damage to Fine Arts, whether owned by:

(a) You; or

(b) Others, and in your care, custody or control.

(2) Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.



(3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises unless a higher limit is shown elsewhere in the policy. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.

(4) The value of fine arts will be the least of the following amounts:

- (a) The actual cash value of that property at the time of loss;
- (b) The cost of reasonably restoring that property to its condition immediately before loss; or
- (c) The cost of replacing that property with substantially identical property.

(5) In the event of loss, the value of property will be determined as of the time of loss.

B. The following are added to Paragraph E. Property Loss Conditions under Section I – Property:

(1) In case of loss to any part of a pair or set we will:

- (a) Repair or replace any part to restore the pair or set to its value before the loss; or
- (b) Pay the difference between the value of the pair or set before and after the loss.

(2) You must arrange for fine arts to be packed and unpacked by competent packers.

**13. Fire Department Service Charge**

The limit for Additional Coverage c. Fire Department Service Charge is increased to \$25,000 unless a higher limit is shown elsewhere in the policy.

**14. Fire Extinguisher Systems Recharge Expense**

The limit for Additional Coverage o. Fire Extinguisher Systems Recharge Expense is increased to \$10,000 unless a higher limit is shown elsewhere in the policy.

**15. Forgery and Alteration**

The limit for Additional Coverage k. Forgery and Alteration is increased to \$25,000 unless a higher Limit of Insurance is shown elsewhere in the policy.

**16. Lock Replacement**

We will pay for the cost to replace locks necessitated by the theft of keys from your premises.

The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$5,000.

A per occurrence deductible of \$100 applies.

**17. Miscellaneous Real Property Coverage for Condominium Unit-Owners**

A. The following is added to **Covered Property**:

Miscellaneous Real Property, meaning condominium property that is not included under Business Personal Property; and:

- (1) Pertains to your condominium unit only; or
- (2) You have a duty to insure according to the Condominium Association agreement.

B. The Condominium Association may have other insurance covering the same property as this insurance. If it does, we will only pay the excess over what should have been received from that other property insurance. We will pay the excess whether the other insurance can be collected or not.

C. The most we will pay for loss or damage in any one occurrence is \$10,000. This limit is excess over any applicable amount scheduled elsewhere under this policy.

**18. Money Orders And "Counterfeit Money"**

The limit for Additional Coverage j. Money Orders And "Counterfeit Money" is increased to \$5,000 unless a higher limit is shown elsewhere in the policy.

**19. Ordinance or Law**

Endorsement BP 04 46 Ordinance or Law Coverage applies only if the premises covered by this endorsement includes a building insured on a replacement cost basis or on an actual cash value basis.

Coverage 1 is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage 1 does not increase the Limit of Insurance.

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is \$250,000 unless a higher limit for the Combined Limit of Insurance for Coverages 2 and 3 is shown elsewhere in the policy.

All other terms and conditions of endorsement BP 04 46 Ordinance or Law Coverage apply.

## 20. Outdoor Property

The limit for Coverage Extension c. Outdoor Property is increased to \$25,000 unless a higher limit is shown elsewhere in the policy, but not more than \$1,000 for any one tree, shrub, or plant.

Coverage Extension c. Outdoor Property does not apply to signs.

## 21. Personal Property of Others

You may extend the insurance that applies to your Business Personal Property to apply to personal property of others at each described premises.

For the purpose of this insurance, personal property of others means property usual to the occupancy of the insured but belonging in whole or in part to others.

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

## 22. Reward Coverage

The limit for Reward Coverage in ComPak® Enhanced Coverage Endorsement BP 02 06 is increased from 25% of the covered loss, subject to a \$5,000 maximum.

## 23. Sample Merchandise

You may extend the insurance that applies to Business Personal Property to apply to sample merchandise, other than "money" and "securities", "valuable papers and records" or accounts receivable, used in the course of your business as a sales or service representative, while it is in the course of transit or temporarily at a premises you own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

## 24. Temperature Change

We will pay for loss of or damage to "stock" at the premises described in the policy Declarations caused by or resulting from:

- A. Mechanical or electrical breakdown of heating or cooling control equipment which is owned or used by you; or
- B. A power failure beyond your control which causes a change in temperature.

We will not pay for any loss or damage if you fail to use reasonable care to maintain all heating or cooling control equipment in property operating condition.

The most we will pay for loss or damage in any one occurrence is \$10,000. This limit is excess over any other valid and collectible insurance.

## 25. Tenant Additional Rental Expense

If your lease is cancelled by the lessor in accordance with a valid lease provision due to direct physical loss or damage caused by or resulting from a Covered Cause of Loss to property at the location in which you are a tenant,

we will pay for additional rental expense incurred by you for a period of up to 365 days.

Additional rental expense means the difference between the monthly rent you were paying prior to the loss and the monthly rent you are paying at your new replacement location. If the area being occupied at the new location is greater than that at the old location, the additional rental expense to be paid will be pro-rated.

The most we will pay for loss under this Additional Coverage is \$10,000.

## 26. Tenant Building and Equipment Coverage-Required by Lease

We will pay for loss or damage to Building and Business Personal Property of your landlord, directly caused by a Covered Cause of Loss, but only if you have a contractual responsibility to insure that property under a written lease with that landlord. This Additional Coverage extends to the landlords building, fixtures, machinery and equipment.

The most we will pay under this Additional Coverage for the sum of all loss or damage caused by a single occurrence is \$25,000. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this Policy for this coverage.

## 27. Tenant Signs (Tenants only)

- A. When caused by or resulting from a Covered Cause of Loss, we will pay for direct physical loss of or damage to all tenant signs at the described premises:
  - (1) Owned by you; or
  - (2) Owned by others but in your care, custody or control.
- B. The most we will pay for loss or damage in any one occurrence is \$10,000.
- C. This Additional Coverage is available only when the Named Insured is a tenant and a Limit of Insurance is shown in the Declarations Page for Business Personal Property.
- D. This Additional Coverage is not subject to the Limits of insurance of **Section 1—Property**.

## 28. Utility Services – Direct Damage

This Additional Coverage is subject to the provisions of Section I – Property, including Paragraph D. Deductibles, except as provided below:

- A. We will pay for loss or damage to Covered Property caused by the interruption of "utility services" to the premises covered by this endorsement. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following "utility

services" not on the premises covered by this endorsement:

- (1) "Water Supply Services";
- (2) "Communication Supply Services"; or
- (3) "Power Supply Services".

**B. Exception**

This Additional Coverage does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

**C. Utility Services**

For purposes of this coverage, "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 optic fiber transmission lines and overhead 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 including overhead transmission lines.

**D.** The most we will pay for loss under this Additional Coverage is \$5,000 in any one occurrence at the premises covered by this endorsement.

**E.** Payments under this Additional Coverage are subject to and not in addition to the applicable Limit of Insurance.

**29. Utility Services – Time Element**

This Additional Coverage is subject to the provisions of Section I – Property, including Paragraph D. Deductibles, except as provided below:

**A.** The following is added to Paragraph A. Coverage:

We will pay for loss of Business Income or Extra Expense at the premises covered by this endorsement caused by the interruption of "utility service" to the premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following "utility services" not on the premises covered by this endorsement.

- (1) "Water Supply Services";
- (2) "Communication Supply Services"; or
- (3) "Power Supply Services".

**B. Exception**

This additional coverage does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".

**C. Utility Services**

For purposes of this coverage, "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 optic fiber transmission lines and overhead 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 including overhead transmission lines.

- D. We will pay the actual loss sustained from the initial time of service(s) failure at the described premises but only when the service interruption at the described premises exceeds 24 hours immediately following the direct physical loss or damage. Coverage does not apply to any reduction of income after service has been restored to your premises.

If additional coverage is provided under optional endorsement BP 04 57 – Utility Services – Time Element, the “period of restoration” under that endorsement remains at 72 hours unless optional endorsement BP 04 41 – Business Income Changes – Time Period is attached.

- E. The most we will pay for loss under this Additional Coverage is \$5,000 in any one occurrence at the premises covered by this endorsement.

### 30. Valuable Papers

The limit for Coverage Extension e. “Valuable Papers and Records” is increased to \$100,000 for loss or damage in any one occurrence at the described premises unless a higher Limit of Insurance for “Valuable Papers and Records” is shown in the Declarations.

For “valuable papers and records” not at the described premises, the most we will pay is \$25,000.

### 31. Water Backup and Sump Overflow

- A. We will pay for direct physical loss or damage to Covered Property, covered under Section I – Property, solely caused by or resulting from:

- (1) Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
- (2) Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph A.2., we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

- B. The coverage described in Paragraph A. of this Additional Coverage does not apply to loss or damage resulting from:

- (1) An insured's failure to keep a sump pump or its related equipment in proper working condition; or
- (2) An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

- (3) Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

- C. The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Water Backup and Sump Overflow Annual Aggregate Limit of Insurance of \$25,000 unless a higher limit is shown elsewhere in the policy.

- D. With respect to this Additional Coverage the following provisions apply to **Section I – Property** and supersede any provisions to the contrary:

The most we will pay under:

- (1) Paragraph A.5.f. Business Income Additional Coverage for all loss of Business Income you sustain due to the necessary suspension of your "operations" caused by direct physical loss or damage to Covered Property as described in Paragraph A. of this Additional Coverage; and

- (2) Paragraph A.5.g. Extra Expense Additional Coverage for all necessary Extra Expense you incur and that you would not have incurred if there had been no direct physical loss or damage to Covered Property as described in Paragraph A. of this Additional Coverage;

is the Water Backup and Sump Overflow Annual Aggregate Limit of Insurance.

- E. The applicable Water Backup and Sump Overflow Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage and all loss of Business Income you sustain and Extra Expense you incur in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property as described in Paragraph A. of this endorsement. If loss payment during an earlier "period of restoration" in the policy year does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for all direct physical loss or damage and loss of Business Income you sustain or Extra Expense you incur during a subsequent "period of restoration" beginning in, but not after, that policy year. With respect to a "period of restoration" which begins in one policy year and continues in a subsequent policy year(s), all direct physical loss or damage and loss of Business Income you sustain or Extra Expense you incur is deemed to be sustained or incurred in the policy year in which the "period of restoration" began.

- F. With respect to the coverage provided under this Additional Coverage, the **Water** Exclusion in **Section I – Property** is replaced by the following exclusion:

**Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow; or
- (3) 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
- (4) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1. or 3., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 4., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- G. For the purposes of this endorsement, the term drain includes a roof drain and related fixtures.
- H. If there is other insurance covering the same loss or damage covered under this Additional Coverage, 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.
- I. This Additional Coverage does not apply to any property located in a designated 100 year flood zone as defined by the Federal Emergency Management Agency (FEMA).
- J. Under this Additional Coverage, we will not pay for:
  - (1) Any costs resulting from the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.
  - (2) The 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, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or
  - (3) Any costs associated with the enforcement of an 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", "fungi", wet rot or dry rot.





**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	<b>\$ 0</b>
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
<b>(Refer to Paragraph B. in this endorsement.)</b>	
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	

#### **A. Disclosure Of Premium**


In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### **B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



MUTUALS-MEMBERSHIP & VOTING NOTICE: The assured is hereby notified that by virtue of this policy the assured is a member of the NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY, and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual meetings are held at its home office on the second Wednesday of March in each year, at 1:00 PM.

MUTUALS-PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Corporate Secretary



President & CEO

