

LANTANA INSURANCE LTD.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY ENHANCEMENT ENDORSEMENT-FLORIDA

This endorsement modifies insurance provided under the following:
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM
COMMERCIAL PROPERTY CONDITIONS

(THIS FORM MUST BE ACCOMPANIED BY A COVERAGE ENHANCEMENT ENDORSEMENT SCHEDULE)

I. COVERAGE ENHANCEMENTS

The following Additional Coverages modify **A.4. Additional Coverages** or **A.5. Coverage Extensions** of the **Building and Personal Property Coverage Form** or **F. Additional Coverage Extensions** of the **Causes of Loss – Special Form**. Each of the following Additional Coverages applies only if a Limit of Insurance is shown in the Coverage Enhancement Endorsement Schedule (for the purposes of this endorsement, referred to as “the Schedule”). Each of the following Additional Coverages is additional insurance to which the Coinsurance condition does not apply. Unless otherwise noted, all terms, conditions, exclusions and restrictions of **Building and Personal Property Coverage Form** apply to the following Additional Coverages. See the Schedule for the Limit of Insurance and Deductible that apply to each of the following Additional Coverages. Unless otherwise indicated, refer to **CP 10 30 Causes of Loss – Special Form** to determine the Covered Causes of Loss applicable to each of the following Additional Coverages.

A. Customers Property on Your Premises

1. Covered Property under your coverage for Business Personal Property is extended under this Additional Coverage to include personal property of your customers and guests at the premises described in the Declarations.
2. Under this Additional Coverage, we will not pay for loss or damage to money, currency, jewelry, furs, vehicles and their equipment or personal property in vehicles.
3. The most we will pay for loss to any one customer and in any one occurrence is the Customers Property on Your Premises Coverage Limit of Insurance shown in the Schedule.

4. Other insurance covering loss or damage to property covered under this **Customers Property on Your Premises** will be considered excess to this Additional Coverage.

5. The deductible does not apply to this Additional Coverage.

B. Robbery and Safe Burglary Coverage

1. Under this Additional Coverage, we will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss, described herein.

a. Inside The Premises

(1) Robbery Of A Custodian

(a) Covered Property, as used in this subsection, means “Money” and “securities” inside the “premises” in the care and custody of a “custodian”;

(b) Covered Cause of Loss, as used in this subsection, means Actual or attempted “robbery.”

(2) Safe Burglary

(a) Covered Property, as used in this subsection, means “Money” and “securities” in a safe or vault within the “premises” or “banking premises”.

(b) Covered Causes of Loss, as used in this subsection, means Actual or attempted “safe burglary.”

(c) Coverage Extension

We will pay under this Additional Coverage for loss from damage to a locked safe or vault located inside the "premises" resulting directly from the Covered Causes of Loss, if you are the owner of the property or are liable for damage to it.

b. Outside The Premises

(1) Covered Property, as used in this subsection, means "Money" and "securities" outside the "premises" in the care and custody of a "messenger."

(2) Covered Causes of Loss, as used in this subsection, means Actual or attempted "robbery."

(3) Coverage Extension

We will pay under this Additional Coverage for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.

But we will pay only the amount of loss that you cannot recover:

(a) Under your contract with the armored motor vehicle company; and

(b) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

c. The most we will pay for all loss caused by, or involving one or more persons, whether the result of a single act or series of acts is the Robbery and Safe Burglary Coverage Limit of Insurance shown in the Schedule.

2. Exclusions

We will not pay under this Additional Coverage for:

a. Acts of Employees, Directors, Trustees or Representatives

Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:

(1) Acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise.

b. Fire

Loss resulting from fire, however caused, except loss:

(1) Of "money" or "securities;" or

(2) From damage to safe or vault from fire that is incidental to a Covered Cause of Loss.

c. Transfer or Surrender of Property

(1) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises".

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat to do;

(i) Bodily harm to any person; or

(ii) Damage to any property.

(2) But this exclusion does not apply under **Robbery and Safe Burglary Coverage, Section 2.** to loss of Covered Property while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

d. Vandalism

Loss from or damage to any property by vandalism or malicious mischief.

3. Additional Condition

If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police, as soon as possible.

C. Enhanced Fire Department Service Charge Coverage

1. Under your **Building and Personal Property Coverage Form CP 00 10, Additional Coverage A.4.c., Fire Department Service Charge**, is deleted and replaced with the following:
2. We will pay under this Additional Coverage the cost of:
 - a. The amount of fire department service charges for which you are liable; and
 - b. Foam solutions, dry chemicals, halon, or other fire extinguishing materials which have been lost, expended, damaged or destroyed as a result of or arising out of a Covered Cause of Loss.
3. The most we will pay under this Additional Coverage for all loss caused by, or involving one or more persons, whether the result of a single act or series of acts is the Enhanced Fire Department Service Charge Coverage Limit of Insurance shown in the Schedule.
4. No deductible applies to this coverage.

D. Increased Property In Transit Coverage

Under **F. Additional Coverage Extensions of the Causes of Loss Special Form, CP 10 30**, Paragraph 1.c. of **Property in Transit** is deleted and replaced by the following:

1.c.The most we will pay for loss or damage under this Extension is the Increased Property in Transit Coverage Limit of Insurance shown in the Schedule.

E. Personal Effects and Property of Others Coverage

Coverage Extension **A.5.b. Personal Effects And Property Of Others** is deleted and replaced with the following:

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension at each premises described in the Declarations is the Personal Effects and Property of Others Limit of Insurance shown in the Schedule. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

F. Valuable Papers and Records Cost of Research (Other than Electronic Data) Coverage

Coverage Extension **A.5.c.Valuable Papers and Records (Other Than Electronic Data)** is deleted and replaced with the following:

c. Valuable Papers And Records

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to research, replace or restore the lost information on lost or damaged valuable papers and records, including electronic data which exists on electronic or magnetic media, for which duplicates do not exist. Electronic data has the meaning described under **Property Not Covered – Electronic Data**.
- (2) If the **Causes Of Loss – Special Form** applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) Under this Extension, the most we will pay to replace or restore the lost information at each premises described in the Declarations is the Valuable Papers and Records Cost of Research (Other than Electronic Data) Coverage Limit of Insurance shown in the Schedule. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

G. Enhanced Property Off Premises Coverage

Coverage Extension **A.5.d Property Off Premises** is deleted and replaced with the following:

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than “stock”, while it is away from the premises described in the Declarations, if it is:
 - (a) Temporarily at a location you do not own, lease or operate; or
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension at each premises described in the Declarations is the Enhanced Property Off Premises Coverage Limit of Insurance shown in the Schedule.

H. Fine Arts Coverage

We will pay under this Additional Coverage for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this subsection, means:
 - a. Your “fine arts”; and
 - b. “Fine arts” of others that are in your care, custody or control.
2. **Property Not Covered**

As used in this subsection, Covered Property does not include:

 - a. Property while on exhibition at fair grounds or on the premises of any national or international exposition; or
 - b. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

The following exclusions under form **CP 10 30 Causes of Loss –Special Form** do not apply to this Additional **Fine Arts Coverage**:

- a. **B.1.a. Ordinance Or Law;**
 - b. **B.1.b. Earth Movement;**
 - c. **B.1.e. Utility Services;**
 - d. **B.1.g. Water;**
 - e. **B.2.a. Artificially generated electrical current;**
 - f. **B.2.c. Smoke, vapor or gas;**
 - g. **B.2.d. Wear and Tear, etc.;**
 - h. **B.2.e. Explosion of steam boilers;**
 - i. **B.2.f. Continuous or repeated seepage;**
 - j. **B.2.g. Leakage of Water, other liquids; or**
 - k. **B.2.i. “Pollutants”.**
4. The following sections of form **CP 10 30 Causes of Loss –Special Form** do not apply to this Additional Coverage:
- a. **Section C. Limitations**
 - b. **Section E. Additional Coverage Extensions.**

5. Additional Exclusions

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

- a. Breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property.

But we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.
- b. Any repairing, restoration or re-touching of the Covered Property.
- c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- d. Unauthorized instructions to transfer Covered Property to any person or to any place.

6. Newly Acquired Property

We will cover other objects of "fine art" that you acquire during the policy period, for up to 30 days, but not beyond the end of the policy period.

The most we will pay under this Additional Coverage for loss or damage under this Coverage Extension for newly acquired property is the lesser of:

- a. 25% of the total of the Limits of Insurance shown in the Declarations for all individually listed and described items; or
- b. \$10,000.

You will report such newly acquired property to us within 30 days from the date acquired and pay any additional premium that is due. If you do not report that newly acquired property to us, coverage will end automatically 30 days after the date you acquire the property or at the end of the policy period, whichever occurs first.

7. Limit of Insurance

The most we will pay under this Additional Coverage in any one policy term for loss or damage under this Extension is the Fine Arts Coverage Limit of Insurance shown in the Schedule. If a per item limit is scheduled in the Schedule for any particular item of "fine art", that per item limit is the most we will pay for that item, and the per item limit will not impact the policy term limit.

8. Valuation

The following Valuation provisions replace any other valuation provisions in this policy as respects only to property covered under this Fine Arts Additional Coverage.

- a. The value of each item of property that is individually listed and described in the Schedule is the applicable Limit of Insurance shown in the Schedule for that item.
- b. If the item is newly acquired within the last 90 days of loss or damage, the value will be the fair market value.
- c. The value of all other Covered Property, will be the lesser of the following:

- (1) The cost of restoring the property to its condition immediately before the loss or damage;
- (2) The cost of replacing the property with substantially identical property; or
- (3) The fair market value.

9. Packing And Unpacking

You agree that Covered Property will be packed and unpacked by competent packers.

10. Pair Or Sets

As respects to loss or damage covered under this Fine Arts Additional Coverage:

- a. In case of total loss or damage of any items that are part of a pair or set that is individually listed and described in the Declarations, we will pay the full Limit of Insurance shown in the Declarations for that pair or set. You will surrender to us the remaining items of the pair or set.
- b. In case of loss or damage to any part of a pair or set that is not individually listed and described in the Declarations, we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
 - (2) Pay the difference between the value of the pair or set before and after the loss or damage.

I. Lock Replacement

We will pay under this Additional Coverage for the cost to repair or replace locks at the described premises arising out of a Covered Cause of Loss.

- 1. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is the Lock Replacement Limit of Insurance shown in the Schedule.
- 2. No deductible shall apply to this Additional Coverage.

J. Food Spoilage

We will pay under this Additional Coverage for loss or damage arising out of a Covered Cause of Loss to Covered Property, as those terms are described herein.

- 1. Covered Property, as used in this Endorsement, means "perishable stock" on the premises described in the Declarations that is:

- a. Owned by you; or
- b. Owned by others and in your care, custody or control.

2. Property Not Covered

Covered Property does not include property:

- a. On Buildings
 - b. In the open; or
 - c. In vehicles.
- 3. Under this Additional Coverage, Covered Cause Of Loss means:**
- a. Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises;
 - b. Contamination by the refrigerant; or
 - c. Power Outage, meaning a change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or within 500 feet of the premises described in the Declarations, due to a Covered Cause of Loss.
- 4. The most we will pay under this Additional Coverage for the aggregate of all losses in any one policy period is the Food Spoilage Limit of Insurance shown in the Schedule.**

II. COMMERCIAL PROPERTY CONDITIONS

Under the **COMMERCIAL PROPERTY CONDITIONS CP 00 90** attached to this policy

- A. Paragraph G. OTHER INSURANCE** is deleted and replaced with the following, but only as respects coverage provided under this Property Enhancement Endorsement:

G. OTHER INSURANCE

You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this endorsement. If you do, 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.

- B. The following condition is added, but only as respects coverage provided under this Property Enhancement Endorsement:**

In the event of loss or damage, you will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

III. ADDITIONAL DEFINITIONS

As used in this Property Enhancement Endorsement:

- A. "Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- B. "Custodian"** means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises" excluding any person acting as a "watchperson" or janitor.
- C. "Fine arts"** means paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware, bric-a-brac or other articles of art, rarity or antiquity.
- D. "Messenger"** means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of Covered Property outside the "premises".
- E. "Money"** means:
 - 1. Currency, coins and bank notes in current use and having a face value; and
 - 2. Travelers Checks, register checks and money orders held for sale to the public.
- F. "Perishable Stock"** means personal property:
 - 1. Maintained under controlled conditions for its preservation; and
 - 2. Susceptible to loss or damage if controlled conditions change.
- G. "Premises"** means the interior of that portion of the building or structure which you occupy in conducting your business that is described in this policy.
- H. "Robbery"** means the unlawful taking of property from the care and custody of a person by one who has:
 - 1. Caused or threatened to cause that person bodily harm; or
 - 2. Committed an obviously unlawful act witnessed by that person.
- I. "Safe"** means:

A metal container whose sole function is to be used as a safe; that has been manufactured as, labeled as, and sold as a safe. The safe must also include a locking mechanism, such as a pass code, combination, or key lock. It must also be UL listed and contain the UL classification on the safe.

- J.** "Safe burglary" means the taking of:
1. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 2. A safe or vault from inside the "premises described in the Declarations."
- K.** "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.
- "Securities" does not include "money".
- L.** "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.