**DIVISION FOURTEEN – CAPITAL ASSETS –**

**AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) SECTION**

69. SPOILAGE COVERAGE

Rule **69.** is replaced by the following:

A. Description Of Coverage

**1.** Direct damage may be extended on Agricultural Capital Assets (Output Policy) Coverage Form AG 00 01 for spoilage of perishable stock caused by one or both of the following:

**a.** Breakdown or Contamination, meaning change in temperature or humidity resulting from mechanical breakdown or mechanical failure of equipment, including contamination of stock by the refrigerant.

**b.** Power Outage, meaning change in temperature or humidity resulting from on or off-location power failure.

**2.** If Power Outage is covered, then spoilage coverage is extended to include perishable food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**a.** The Governor proclaims that a state of emergency exists;

**b.** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the scheduled location has occurred and is forecast by the electric provider to last longer at the scheduled location than the time period prescribed by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**c.** Such perishable food:

**(1)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Public Health or a local director of health or authorized agent thereof;

**(2)** Is fit for human consumption; and

**(3)** Is donated prior to the expiration date of the time period described in Paragraph **A.2.b.**

**d.** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**e.** The food establishment is classified as class III or class IV pursuant to regulations adopted under Section **19a-36** of the Connecticut General Statutes.

**3.** If Power Outage is covered, then spoilage coverage is extended to include canned or perishable food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

B. Form

Use Connecticut Spoilage Coverage Endorsement AG 04 52**.**

C. Rules

1. Schedule

Indicate the following in the Schedule of Endorsement AG 04 52 or in the Declarations:

**a.** The covered causes of loss: Breakdown or Contamination, Power Outage, or both, depending on the coverage desired.

**b.** The applicable limit of insurance for Spoilage Coverage.

**c.** The deductible for Spoilage Coverage. (Refer to Paragraph C.4.)

**d.** The existence of a Refrigeration Maintenance Agreement(s), if applicable. This condition applies when:

**(1)** Breakdown or Contamination is a covered cause of loss in the policy, and

**(2)** Any such agreement is provided on refrigeration equipment at the scheduled location or on a vehicle for which rating consideration is given.

**e.** The existence of a Refrigeration Back-up System Warranty, if applicable. This condition applies when:

**(1)** Public Power Outage is a Covered Cause of Loss in the endorsement;

**(2)** Livestock Semen is described as covered perishable property in the Schedule; and

**(3)** A refrigeration back-up system is provided for the preservation of livestock semen at the covered location. This warranty must include one of the following conditions on the insured location, at all times:

**(a)** Functioning power failure alarm system, functioning auxiliary generator and caretaker; or

**(b)** Functioning power failure alarm system and functioning automatic starting auxiliary generator.

**f.** Selling Price, if applicable.

2. Blanket Insurance

Do not write this coverage on a blanket basis.

3. Coinsurance

Coinsurance does not apply to Endorsement AG 04 52**.**

4. Deductible

Use the deductible determined in Rule **106.A.** Enter this per occurrence deductible amount in the Schedule of Endorsement AG 04 52**.**

5. Maximum Limit Of Insurance

Refer to company.

**6.** Refer to the state exception to Rule **73.** Utility Services – Direct Damage for another option that addresses food spoilage. If both options were written to apply to the same property, there would be a potential for overlap of coverage.

D. Premium Determination

Use Deficiency Point Category I in Table **107.B.3.** to reflect the amended coverage.

73. UTILITY SERVICES – DIRECT DAMAGE

Rule **73.** is replaced by the following:

A. Description Of Coverage

**1.** Property Damage Coverage may be extended to cover loss of or damage to covered property on the scheduled location caused by direct physical loss or damage to the following, outside a covered building:

**a.** Properties providing water, communication and power supply services.

**b.** Overhead power transmission and communication lines.

**2.** When coverage is selected for power supply services and the covered property to which such coverage applies includes perishable food, then coverage extends to such food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**a.** The Governor proclaims that a state of emergency exists;

**b.** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the scheduled location has occurred and is forecast by the electric provider to last longer at the scheduled location than the time period prescribed by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**c.** Such perishable food:

**(1)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Public Health or a local director of health or authorized agent thereof;

**(2)** Is fit for human consumption; and

**(3)** Is donated prior to the expiration date of the time period described in Paragraph **A.2.b.**

**d.** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**e.** The food establishment is classified as class III or class IV pursuant to regulations adopted under Section **19a-36** of the Connecticut General Statutes.

**3.** When coverage is selected for power supply services and the covered property to which such coverage applies includes canned or perishable food, then coverage extends to such food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

B. Form

Use Connecticut Utility Services – Direct Damage Endorsement AG 04 53**.**

C. Rules

1. Specific Coverage Or Coverage Applicable To All Property Under A Blanket Limit

Coverage for Utility Services is subject to the limit of insurance otherwise applicable to the covered property, as stated in the Declarations or in the Scheduled Location Endorsement AG 14 01**.**

If Endorsement AG 14 01is used to write certain covered property as separate items, one or more of those items may be covered under Endorsement AG 04 53**.** Make the appropriate entry in the Schedule of Endorsement AG 04 53**,** corresponding to the Description Of Property entry on Endorsement AG 14 01**.**

2. Coverage Applicable To Only Certain Property Under A Blanket Item

If coverage for Utility Services applies to certain items of insurance which are otherwise subject to a blanket limit of insurance, establish the value using a Statement of Values and enter a limit of insurance for Utility Services coverage in the Schedule of Endorsement AG 04 53**.** Identify the covered property subject to Utility Services Coverage by item number and description, corresponding to the information in the Statement of Values.

3. Refer to the state exception to Rule 69. Spoilage Coverage for another option that addresses food spoilage. If both options were written to apply to the same property, there would be a potential for overlap of coverage.

D. Premium Determination

Use Deficiency Point Category I in Table **107.B.3.** to reflect the amended coverage.

**DIVISION TEN – BUSINESSOWNERS**

29. ENDORSEMENTS

Paragraphs **A.12.** and **A.13.** do not apply.

Paragraphs **A.21.a.,** **A.21.b.** and **A.21.c.** are replaced by the following:

A. Property Endorsements

21. Spoilage Coverage

a. Description Of Coverage

**(1)** Direct Damage coverage may be extended under Property Coverage for spoilage of perishable stock caused by Breakdown or Contamination and/or Power Outage.

**(2)** If Power Outage is covered, then spoilage coverage is extended to include perishable food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**(a)** The Governor proclaims that a state of emergency exists;

**(b)** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the described premises has occurred and is forecast by the electric provider to last longer at the described premises than the time period described by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**(c)** Such perishable food:

**(i)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Public Health or a local director of health or authorized agent thereof;

**(ii)** Is fit for human consumption; and

**(iii)** Is donated prior to the expiration date of the time period described in Paragraph **A.21.a.(2)(b);**

**(d)** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**(e)** The food establishment is classified as class III or class IV pursuant to regulations adopted under section **19a-36** of Connecticut general statute.

**(3)** If Power Outage is covered, then spoilage coverage is extended to include canned or perishable food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

b. Endorsement

Use Connecticut Spoilage Coverage Endorsement BP 05 84**.**

c. Rules

(1) Schedule

Indicate the following in the Schedule of Endorsement BP 05 84or on the Declarations:

**(a)** The covered causes of loss: Breakdown or Contamination, Power Outage, or both, depending on the coverage desired.

**(b)** The applicable limits of insurance for stock covered under the Spoilage Coverage Endorsement.

**(c)** The existence of Refrigeration Maintenance Agreement(s), if applicable. This condition may apply when:

**(i)** Breakdown or Contamination is a covered cause of loss; and

**(ii)** An agreement is provided on refrigeration equipment at the described premises for which rating consideration is given.

(2) Blanket Insurance

Do not write this coverage on a blanket basis.

(3) Deductible

A deductible of $500 is mandatory. Optional Deductibles do not apply.

(4) Maximum Limit Of Insurance

$50,000 per location.

**(5)** Refer to the state exception to Rule **29.A.23.** for another option that addresses food spoilage. If both options were written to apply to the same property, there would be a potential for overlap of coverage.

Paragraphs **A.23.a., A.23.b.** and **A.23.c.** are replaced by the following:

23. Utility Services – Direct Damage

a. Description Of Coverage

**(1)** Property Damage Coverage may be extended to cover loss of or damage to covered property on the described premises resulting from the failure of utility service relating to:

**(a)** Properties providing water, communication and power supply services.

**(b)** Overhead power transmission and communication lines.

**(2)** When coverage is selected for power supply services and the covered property to which such coverage applies includes perishable food, then coverage extends to such food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**(a)** The governor proclaims that a state of emergency exists;

**(b)** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the described premises has occurred and is forecast by the electric provider to last longer at the described premises than the time period prescribed by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**(c)** Such perishable food:

**(i)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Health or a local director of health or authorized agent thereof;

**(ii)** Is fit for human consumption; and

**(iii)** Is donated prior to the expiration date of the time period described in Paragraph **A.23.(a)(2).**

**(d)** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**(e)** The food establishment is classified as class III or class IV pursuant to regulations adopted under Section **19a-36** of the Connecticut general statute.

**(3)** When coverage is selected for power supply services and the covered property to which such coverage applies includes canned or perishable food, then coverage extends to such food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

b. Form

Use Connecticut Utility Services – Direct Damage Endorsement BP 04 23**.**

c. Rules

Coverage for Utility Services may be written to apply to all covered property or only to certain covered property. In the Schedule of Endorsement BP 04 23**,** identify the property to which Utility Services Coverage applies and identify the service(s) covered. Utility Services Coverage may be written:

**(1)** Subject to the limit of insurance otherwise applicable to the property. In such case, do not enter a Utility Services Limit of Insurance in Endorsement BP 04 23**;** or

**(2)** At a sub-limit, to be identified as the Utility Services Limit of Insurance. Enter the Utility Services Limit(s) of Insurance in the Schedule of Endorsement BP 04 23**.**

**(3)** Refer to the state exception to Rule **29.A.21.** and Rule **42.** for additional options that address food spoilage. If this option and either additional option were written to apply to the same property, there would be a potential for overlap of coverage.

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**DIVISION FIVE – FIRE AND ALLIED LINES**

38. BUILDING AND PERSONAL PROPERTY COVERAGE OPTIONS

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Paragraphs **L.1., L.2.** and **L.3.** are replaced by the following:

L. Utility Services

1. Description Of Coverage

a. Property Damage Coverage may be extended to cover loss of or damage to covered property on the described premises resulting from the failure of utility service relating to:

**(1)** Properties providing water, communication and power supply services.

**(2)** Overhead power transmission and communication lines.

**b.** When coverage is selected for power supply services and the covered property to which such coverage applies includes perishable food, then coverage extends to such food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**(1)** The Governor proclaims that a state of emergency exists;

**(2)** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the described premises has occurred and is forecast by the electric provider to last longer at the described premises than the time period prescribed by the Department of Public Health or local director of Health, or an authorized agent thereof, for the safe handling of perishable food;

**(3)** Such perishable food:

**(a)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Health or a local director of health or authorized agent thereof;

**(b)** Is fit for human consumption; and

**(c)** Is donated prior to the expiration date of the time period described in Paragraph **L.1.b.(2).**

**(4)** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**(5)** The food establishment is classified as class III or class IV pursuant to regulations adopted under section 19a-36 of Connecticut general statute.

**c.** When coverage is selected for power supply services and the covered property to which such coverage applies includes canned or perishable food, then coverage extends to such food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

2. Form

Use Connecticut Utility Services – Direct Damage Endorsement CP 04 16**.**

3. Rules

**a.** Coverage for Utility Services may be written to apply to all covered property or only to certain covered property. In the Schedule of Endorsement CP 04 16**,** identify the property to which Utility Services coverage applies and identify the service(s) covered. Utility Services coverage may be written:

**(1)** Subject to the limit of insurance otherwise applicable to the property. In such case, do **not** enter a Utility Services Limit of Insurance in Endorsement CP 04 16**;** or

**(2)** At a sub-limit, to be identified as the Utility Services Limit of Insurance. Enter the Utility Services Limit(s) of Insurance in the Schedule of Endorsement CP 04 16**.**

**b.** Refer to the state exception to Rule **38.T.** Spoilage Coverage for another option that addresses food spoilage. If both options were written to apply to the same property, there would be a potential for overlap of coverage.

\*\*\*

Paragraphs **T.1., T.2.** and **T.3.** are replaced by the following:

T. Spoilage Coverage

1. Description Of Coverage

**a.** Direct damage may be extended on the Building And Personal Property Coverage Form CP 00 10 and Condominium Commercial Unit-owners Coverage Form CP 00 18 for spoilage of perishable stock caused by one or both of the following:

**(1)** Breakdown or Contamination, meaning change in temperature or humidity resulting from mechanical breakdown or failure of equipment, including contamination of stock by the refrigerant.

**(2)** Power Outage, meaning change in temperature or humidity resulting from on- or off-premises power failure.

**b.** If Power Outage is covered, then spoilage coverage is extended to include perishable food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**(1)** The Governor proclaims that a state of emergency exists;

**(2)** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the described premises has occurred and is forecast by the electric provider to last longer at the described premises than the time period prescribed by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**(3)** Such perishable food:

**(a)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Public Health or a local director of health or authorized agent thereof;

**(b)** Is fit for human consumption; and

**(c)** Is donated prior to the expiration date of the time period described in Paragraph **T.1.b.(2).**

**(4)** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**(5)** The food establishment is classified as class III or class IV pursuant to regulations adopted under section 19a-36 of Connecticut general statute.

**c.** If Power Outage is covered, then spoilage coverage is extended to include canned or perishable food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

2. Form

Use Connecticut Spoilage Coverage Endorsement CP 04 45**.**

3. Rules

a. Schedule

Indicate the following in the Schedule of Endorsement CP 04 45 or in the Declarations:

**(1)** The covered causes of loss: Breakdown or Contamination, Power Outage, or both, depending on the coverage desired.

**(2)** The applicable limit of insurance for Spoilage Coverage.

**(3)** The deductible for Spoilage Coverage. (Refer to Paragraph **d.**)

**(4)** The existence of Refrigeration Maintenance Agreement(s), if applicable. This condition may apply when:

**(a)** Breakdown or Contamination is a covered cause of loss in the policy, and

**(b)** Any such agreement is provided on refrigeration equipment at the described premises for which rating consideration is given.

**(5)** Selling Price, if applicable.

b. Blanket Insurance

Do not write insurance on a blanket basis.

c. Coinsurance

Coinsurance does not apply to Endorsement CP 04 45**.**

d. Deductible

**(1)** Use the deductible in Rule 33.A. Enter this deductible amount in the Schedule of Endorsement CP 04 45**.** The deductible applies per occurrence.

**(2)** Deductible options do not apply.

**e.** Refer to the state exception to Rule **38.L.** Utility Services for another option that addresses food spoilage. If both options were written to apply to the same property, there would be a potential for overlap of coverage.

**DIVISION FOUR – FARM**

36. FARM PROPERTY COVERAGE

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Paragraph **D.14.** is replaced by the following:

D. Additional Or Reduced Premium Computation

14. Spoilage Coverage – Perishable Farm Personal Property

a. Description Of Coverage

If Coverage **E** – Scheduled Farm Personal Property is provided, direct damage coverage may be extended for spoilage of perishable farm personal property caused by one or both of the following:

**(1)** Breakdown or contamination, meaning change in temperature or humidity resulting from mechanical breakdown or mechanical failure of equipment, or contamination of perishable farm personal property by a refrigerant.

**(2)** Public Power Outage, meaning change in temperature or humidity resulting from failure of public power.

**b.** If Power Outage is covered, then spoilage coverage is extended to include perishable food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**(1)** The Governor proclaims that a state of emergency exists;

**(2)** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the described premises has occurred and is forecast by the electric provider to last longer at the described premises than the time period prescribed by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**(3)** Such perishable food:

**(a)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Public Health or a local director of health or authorized agent thereof;

**(b)** Is fit for human consumption; and

**(c)** Is donated prior to the expiration date of the time period described in Paragraph **14.b.(2).**

**(4)** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**(5)** The food establishment is classified as class III or class IV pursuant to regulations adopted under section 19a-36 of Connecticut general statute.

**c.** If Power Outage is covered, then spoilage coverage is extended to include canned or perishable food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

d. Form

Use Connecticut Spoilage Coverage – Perishable Farm Personal Property Endorsement FP 04 32**.**

Do not attach both Endorsement FP 04 32 and Equipment Breakdown Protection Coverage Endorsement FP 05 60 to the same policy. For description and use of Endorsement FP 05 60**,** see Paragraph **D.39.** of this rule.

e. Rules

(1) Schedule

Indicate the following in the Schedule of Endorsement FP 04 32 or in the Declarations:

**(a)** The Covered Causes of Loss, Breakdown or Contamination, Public Power Outage, or both, depending on the coverage desired.

**(b)** The applicable Limit of Insurance for Spoilage Coverage – Perishable Farm Personal Property.

**(c)** Refrigeration – Maintenance – Agreement(s), if applicable. This condition may apply when:

**(i)** Breakdown or Contamination is a Covered Cause of Loss in the endorsement;

**(ii)** An acceptable agreement is provided on refrigeration equipment at the insured location; and

**(iii)** Rating consideration is given in recognition of the maintenance agreement.

**(d)** Refrigeration Back-up System Warranty, if applicable. This condition may apply when:

**(i)** Public Power Outage is a Covered Cause of Loss in the endorsement;

**(ii)** Semen is described as covered perishable farm personal property in the Schedule; and

**(iii)** A refrigeration back-up system is provided for the preservation of semen at the insured location. This warranty must include one of the following conditions on the insured location, at all times:

**i.** Functioning power failure alarm system, functioning auxiliary generator and caretaker; or

**ii.** Functioning power failure alarm system and functioning automatic starting auxiliary generator.

**(iv)** Rating consideration is given in recognition of the refrigeration back-up system warranty.

**(e)** Selling Price option, if applicable.

The Selling Price option applies to perishable farm personal property sold for other than commodity or contract price.

(2) Blanket Insurance

Do not write insurance on a blanket basis.

(3) Deductible

The minimum deductible is $250.

(4) Maximum Limit Of Insurance

The maximum Limit of Insurance is $50,000 per location.

f. Premium Determination

(1) Classification

Use the following to determine the classification of types of perishable farm personal property:

(Perishable farm personal property does not include animals which are killed as a result of a covered cause of loss: Breakdown or Contamination and/or Public Power Outage.)

|  |  |  |
| --- | --- | --- |
|  |  | **Class 1** |
|  |  |  |
|  |  | Apples |
|  |  | Citrus Fruits |
|  |  | Vegetables – Root Variety |
|  |  | Potatoes |
|  |  |  |
|  |  | **Class 2** |
|  |  |  |
|  |  | Blood and Plasma |
|  |  | Dairy Products, excluding Ice Cream |
|  |  | Drugs, including Medicines and Vitamins |
|  |  | Meat |
|  |  | Melons |
|  |  | Peaches, Pears and Plums |
|  |  | Poultry |
|  |  | Vegetables, excluding Root and Leaf |
|  |  | Varieties and Potatoes |
|  |  |  |
|  |  | **Class 3** |
|  |  |  |
|  |  | Berries and Grapes |
|  |  | Cut Flowers |
|  |  | Fertilized Eggs |
|  |  | Fish |
|  |  | Milk |
|  |  | Rooted/Potted Plants |
|  |  | Semen |
|  |  | Vegetables – Leaf Variety |
|  |  |  |
|  |  | **Other Types** |
|  |  |  |
|  |  | For types of property not listed in this table, refer to company for classification. |

Table 36.D.14.f.(1) Perishable Farm Personal Property – Breakdown By Class

(2) Rates

Refer to multistate company rates/ISO loss costs to determine the applicable rate.

If Selling Price is indicated in the Schedule, multiply the applicable rate(s) by 1.40.

If the Refrigeration Back-up System Warranty (Semen) is indicated in the Schedule, multiply the Public Power Outage rate(s) by .75.

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**DIVISION FOURTEEN – CAPITAL ASSETS PROGRAM (OUTPUT POLICY)**

66. SPOILAGE COVERAGE

Rule **66.** is replaced by the following:

A. Description Of Coverage

**1.** Direct damage may be extended on Capital Assets Program Coverage Form (Output Policy) OP 00 01for spoilage of perishable stock caused by one or both of the following:

**a.** Breakdown or Contamination, meaning change in temperature or humidity resulting from mechanical breakdown or mechanical failure of equipment, including contamination of stock by the refrigerant.

**b.** Power Outage, meaning change in temperature or humidity resulting from on or off-location power failure.

**2.** If Power Outage is covered, then spoilage coverage is extended to include perishable food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**a.** The Governor proclaims that a state of emergency exists;

**b.** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the scheduled location has occurred and is forecast by the electric provider to last longer at the scheduled location than the time period prescribed by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**c.** Such perishable food:

**(1)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Public Health or a local director of health or authorized agent thereof;

**(2)** Is fit for human consumption; and

**(3)** Is donated prior to the expiration date of the time period described in Paragraph **A.2.b.**

**d.** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**e.** The food establishment is classified as class III or class IV pursuant to regulations adopted under Section 19a-36 of the Connecticut General Statutes.

**3.** If Power Outage is covered, then spoilage coverage is extended to include canned or perishable food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

B. Form

Use Connecticut Spoilage Coverage Endorsement OP 04 35**.**

C. Rules

1. Schedule

Indicate the following in the Schedule of Endorsement OP 04 35or in the Declarations:

**a.** The covered causes of loss: Breakdown or Contamination, Power Outage, or both, depending on the coverage desired.

**b.** The applicable limit of insurance for Spoilage Coverage.

**c.** The deductible for Spoilage Coverage. (Refer to Paragraph C.4.)

**d.** The existence of a Refrigeration Maintenance Agreement(s), if applicable. This condition applies when:

**(1)** Breakdown or Contamination is a covered cause of loss in the policy, and

**(2)** Any such agreement is provided on refrigeration equipment at the scheduled location or on a vehicle for which rating consideration is given.

**e.** Selling Price, if applicable.

2. Blanket Insurance

Do not write this coverage on a blanket basis.

3. Coinsurance

Coinsurance does not apply to Endorsement OP 04 35**.**

4. Deductible

Use the deductible determined in Rule **100.A.** Enter this per occurrence deductible amount in the Schedule of Endorsement OP 04 35**.**

5. Maximum Limit Of Insurance

Refer to company.

**6.** Refer to the state exception to Rule **71.** Utility Services – Direct Damage for another option that addresses food spoilage. If both options were written to apply to the same property, there would be a potential for overlap of coverage.

D. Premium Determination

Use Deficiency Point Category I in Table **101.B.3.** to reflect the amended coverage.

71. UTILITY SERVICES – DIRECT DAMAGE

Rule **71.** is replaced by the following:

A. Description Of Coverage

**1.** Property Damage Coverage may be extended to cover loss of or damage to covered property on the scheduled location caused by direct physical loss or damage to the following, outside a covered building:

**a.** Properties providing water, communication and power supply services.

**b.** Overhead power transmission and communication lines.

**2.** When coverage is selected for power supply services and the covered property to which such coverage applies includes perishable food, then coverage extends to such food that is donated to a temporary shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if the following conditions are met:

**a.** The Governor proclaims that a state of emergency exists;

**b.** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the scheduled location has occurred and is forecast by the electric provider to last longer at the scheduled location than the time period prescribed by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**c.** Such perishable food:

**(1)** Has not been deemed to be adulterated, and has not been embargoed or ordered to be destroyed, by the Department of Public Health or a local director of health or authorized agent thereof;

**(2)** Is fit for human consumption; and

**(3)** Is donated prior to the expiration date of the time period described in Paragraph **A.2.b.**

**d.** The insured provides the insurer with written documentation from such shelter that states the date and time of such donation; and

**e.** The food establishment is classified as class III or class IV pursuant to regulations adopted under Section **19a-36** of the Connecticut General Statutes.

**3.** When coverage is selected for power supply services and the covered property to which such coverage applies includes canned or perishable food, then coverage extends to such food that is donated to the insured by a supermarket or food relief organization as defined in Connecticut law.

B. Form

Use Connecticut Utility Services – Direct Damage Endorsement OP 04 36**.**

C. Rules

1. Specific Coverage Or Coverage Applicable To All Property Under A Blanket Limit

Coverage for Utility Services is subject to the limit of insurance otherwise applicable to the covered property, as stated in the Declarations or in the Scheduled Location Endorsement OP 14 01**.**

If Endorsement OP 14 01is used to write certain covered property as separate items, one or more of those items may be covered under Endorsement OP 04 36**.** Make the appropriate entry in the Schedule of Endorsement OP 04 36**,** corresponding to the Description Of Property entry on Endorsement OP 14 01**.**

2. Coverage Applicable To Only Certain Property Under A Blanket Item

If coverage for Utility Services applies to certain items of insurance which are otherwise subject to a blanket limit of insurance, establish the value using a Statement of Values and enter a limit of insurance for Utility Services coverage in the Schedule of EndorsementOP 04 36**.** Identify the covered property subject to Utility Services Coverage by item number and description, corresponding to the information in the Statement of Values.

**3.** Refer to the state exception to Rule **66.** Spoilage Coverage for another option that addresses food spoilage. If both options were written to apply to the same property, there would be a potential for overlap of coverage.

D. Premium Determination

Use Deficiency Point Category I in Table **101.B.3.** to reflect the amended coverage.