CONNECTICUT SPOILAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

SCHEDULE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Premises Number** | | **Building Number** | **Limit Of Insurance** | |
|  | |  | **$** |  |
| **Description Of Property:** |  | | | |
| **Deductible:** |  | | | |
| **Refrigeration Maintenance Agreement:** |  | | | |
| **Selling Price:** |  | | | |
| **Causes Of Loss** | | | | |
| **Breakdown Or Contamination:** | |  | | |
| **Power Outage:** | |  | | |
| **Premises Number** | | **Building Number** | **Limit Of Insurance** | |
|  | |  | **$** |  |
| **Description Of Property:** |  | | | |
| **Deductible:** |  | | | |
| **Refrigeration Maintenance Agreement:** |  | | | |
| **Selling Price:** |  | | | |
| **Causes Of Loss** | | | | |
| **Breakdown Or Contamination:** | |  | | |
| **Power Outage:** | |  | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Premises Number** | | **Building Number** | **Limit Of Insurance** | |
|  | |  | **$** |  |
| **Description Of Property:** |  | | | |
| **Deductible:** |  | | | |
| **Refrigeration Maintenance Agreement:** |  | | | |
| **Selling Price:** |  | | | |
| **Causes Of Loss** | | | | |
| **Breakdown Or Contamination:** | |  | | |
| **Power Outage:** | |  | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | | |

With respect to coverage provided by this endorsement, the Coverage Form to which this endorsement applies is extended to insure against direct physical loss or damage by the Covered Causes of Loss. However, with respect to the coverage described in Paragraph **A.1.b.** of this endorsement, the requirement of direct physical loss or damage does not apply to the perishable food donated by your food establishment.

A. Paragraph A.1., Covered Property, is replaced by the following:

1. Covered Property

a. Covered Property means "perishable stock" at the described premises owned by you or by others that is in your care, custody or control.

b. If Power Outage is a Covered Cause of Loss, then Covered Property includes perishable food at the described premises, that is donated by your food establishment to a temporary emergency shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if all of the following apply:

(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 supplier to the described premises 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, as defined in section 21a-101 of the Connecticut general statutes by the Department of Consumer Protection or its authorized agent, 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 of the time period described in Paragraph A.1.b.(2);

(4) You provide us with written documentation from such shelter that states the date and time of such donation; and

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

c. If Power Outage is a Covered Cause of Loss, then Covered Property includes canned or perishable food at the described premises donated to you by a supermarket or food relief organization as defined in Connecticut law.

B. With respect to the coverage provided by this endorsement, property located on buildings or in the open or in vehicles is considered to be Property Not Covered.

C. Paragraph A.3., Covered Causes Of Loss, is replaced by the following:

3. Covered Causes Of Loss

Covered Causes of Loss means the following only if indicated by an "X" in the Schedule:

a. Breakdown or Contamination, meaning:

(1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and

(2) Contamination by the refrigerant.

b. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Selling Price

If Selling Price is indicated by an "X" in the Schedule, the following is added to the **Valuation** Loss Condition:

We will determine the value of finished "perishable stock" in the event of loss or damage at:

1. The selling price, as if no loss or damage had occurred;

2. Less discounts and expenses you otherwise would have had.

E. Paragraph A.5., Coverage Extensions, does not apply.

F. Paragraph B., Exclusions, is replaced by the following:

B. Exclusions

1. Only the following Exclusions contained in Paragraph B.1. of the Causes of Loss Form applicable to this Coverage Part apply to Spoilage Coverage:

a. Earth Movement;

b. Governmental Action;

c. Nuclear Hazard;

d. War And Military Action;

e. Water; and

the Cyber Incident Exclusion or the Cyber Incident Exclusion With Ensuing Cause(s) Of Loss Exceptions, whichever applies.

2. The following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.

b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

c. The inability of an Electrical Utility Company or other power source to provide sufficient power due to:

(1) Lack of fuel; or

(2) Governmental order.

d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

However, the Governmental Action Exclusion and Exclusion **B.2.c.(2)** above will not serve to invalidate the coverage set forth in Paragraph **A.1.b.** of this endorsement.

G. Paragraph D., Deductible, is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

H. Paragraph F., Additional Conditions, is replaced by the following:

ADDITIONAL CONDITION

The following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

REFRIGERATION MAINTENANCE AGREEMENTS

If Breakdown or Contamination is designated as a Covered Cause of Loss and a refrigeration maintenance agreement is shown as applicable by an "X" in the Schedule, the following condition applies:

You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement will be automatically suspended at the involved location.

I. Paragraph G., Optional Coverages, does not apply.

J. The following is added to the Definitions:

"Perishable stock" means personal property:

a. Maintained under controlled conditions for its preservation; and

b. Susceptible to loss or damage if the controlled conditions change.