

## FORMS – IMPLEMENTATION

MARCH 13, 2023

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY)	LI-AG-2023-019
BUSINESSOWNERS	LI-BP-2023-032
COMMERCIAL PROPERTY	LI-CF-2023-035
FARM	LI-FR-2023-056
CAPITAL ASSETS PROGRAM (OUTPUT POLICY)	LI-OP-2023-019

## CONNECTICUT REVISED SPOILAGE COVERAGE ENDORSEMENTS AND UTILITY SERVICES – DIRECT DAMAGE ENDORSEMENTS TO BE IMPLEMENTED

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### KEY MESSAGE

Revisions to Connecticut Spoilage Coverage endorsements and Connecticut Utility Services – Direct Damage endorsements in various commercial lines in response to Connecticut Public Act No. 22-28 (former H.B. 5146) to be implemented.

Filing ID: [CL-2022-OEND1](#)

Effective Date: 12/1/2023

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### BACKGROUND

In circular [LI-AG-2023-015](#), et al., we announced that, in response to Connecticut Public Act No. 22-28 (former H.B. 5146), we revised Connecticut Spoilage Coverage endorsements and Connecticut Utility Services – Direct Damage endorsements within various commercial lines.

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### INSURANCE DEPARTMENT ACTION

The Connecticut Insurance Department has acknowledged forms filing CL-2022-OEND1 as filed.

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### EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies effective on or after December 1, 2023.

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### COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number [CL-2022-OEND1](#) and SERFF Tracking Number [ISOF-133573216](#), not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

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## **RATING SOFTWARE IMPACT**

New attributes being introduced with this revision:

- New edition dates of existing form numbers are being introduced.
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## **POLICYHOLDER NOTIFICATION**

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2023-005](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

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## **REVISION DISTRIBUTION**

We will issue a Notice to Portfolioholders with an edition date of 12-23 (or the earliest possible subsequent date), along with any new and/or revised forms.

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## **RELATED RULES REVISION**

We are announcing in a separate circular the implementation of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

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## **REFERENCE(S)**

- [LI-AG-2023-020/LI-BP-2023-034/LI-CF-2023-036/LI-FR-2023-057/LI-OP-2023-020](#)  
(03/13/2023) Connecticut Revised Spoilage And Utility Services Rules to Be Implemented
  - [LI-AG-2023-015/LI-BP-2023-030/LI-CF-2023-026/LI-FR-2023-046/LI-OP-2023-015](#)  
(03/02/2023) Connecticut Revised Spoilage Coverage Endorsements And Utility Services – Direct Damage Endorsements Filed
  - [LI-CL-2023-005](#) (02/21/2023) Commercial Lines Revised Lead Time Requirements Listing
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## **ATTACHMENT(S)**

Final copies of [AG 04 52 02 23](#), [AG 04 53 02 23](#), [BP 04 23 02 23](#), [BP 05 84 02 23](#), [CP 04 16 02 23](#), [CP 04 45 02 23](#), [FP 04 32 02 23](#), [OP 04 35 02 23](#) and [OP 04 36 02 23](#)

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## CONTACT INFORMATION

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- Other issues for this circular, please contact Customer Support:

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Phone: 800-888-4476

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONNECTICUT SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

**SCHEDULE**

Loc. No.	Bldg. No.	Description Of Perishable Property	Limit Of Insurance	Deductible
			\$	\$
Insert an "X" to indicate which of the following apply to the location:				
Refrigeration Maintenance Agreement	Refrigeration Back-Up System Warranty	Causes Of Loss		Selling Price
		Breakdown Or Contamination	Power Outage	
				\$
Loc. No.	Bldg. No.	Description Of Perishable Property	Limit Of Insurance	Deductible
			\$	\$
Insert an "X" to indicate which of the following apply to the location:				
Refrigeration Maintenance Agreement	Refrigeration Back-Up System Warranty	Causes Of Loss		Selling Price
		Breakdown Or Contamination	Power Outage	
				\$
Loc. No.	Bldg. No.	Description Of Perishable Property	Limit Of Insurance	Deductible
			\$	\$
Insert an "X" to indicate which of the following apply to the location:				
Refrigeration Maintenance Agreement	Refrigeration Back-Up System Warranty	Causes Of Loss		Selling Price
		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 Agricultural Capital Assets (Output Policy) Coverage Form is extended to insure against direct physical loss or damage by the Covered Causes of Loss indicated by an "X" in the Schedule. 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. The provisions of this endorsement apply only to those locations scheduled.

**A.** For the purpose of this endorsement, Paragraph **A.1., Covered Property** is replaced by the following:

**1. Covered Property**

- a.** Covered Property means "perishable property," at your location scheduled above, 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 location scheduled above, 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 location scheduled above has occurred and is forecast by the electric supplier to the location scheduled above to last longer at the location scheduled above 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 location scheduled above donated to you by a supermarket or food relief organization as defined in Connecticut law.

**B.** For the purpose of this endorsement, the following is added to Paragraph **A.2., Property Not Covered**:

**1. Property located:**

- a.** On buildings;
- b.** In the open; or
- c.** In vehicles without an operating refrigeration system designed for the vehicle.

**C.** The following is added to Paragraph **B., Covered Causes Of Loss**:

**1. Covered Causes Of Loss**

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

**a.** Breakdown or Contamination means:

**(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 your location scheduled above; or

**(2)** Contamination by the refrigerant.

**b.** Power Outage means change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off your location scheduled above 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 property" 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. For the purpose of this endorsement:**

1. Only the following exclusions contained in Paragraph **C.1.** of the Agricultural Capital Assets (Output Policy) Coverage Form apply to **Spoilage Coverage**:

- a. Earth Movement;
- b. Governmental Action;
- c. Nuclear Hazard;
- d. War and Military Action;
- e. Water;
- f. Certain "Computer"-related Losses;
- g. Ordinance or Law; 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 your location scheduled above 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.
- f. The complete or partial interruption of power from a private power source.

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

#### **F. For the purpose of this endorsement, Paragraph G., 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.

#### **G. The following are added to Paragraph I., Additional Conditions:**

##### **1. Refrigeration Maintenance Agreement**

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 conditions apply:

- a. You must maintain a refrigeration maintenance or service agreement. If you:

- (1) Voluntarily suspend or terminate this agreement and do not notify us before a loss or damage occurs; or
- (2) Have knowledge of any cancellation, suspension or termination,

the insurance provided by this endorsement will be automatically suspended at your involved location.

- b. For Spoilage Coverage to apply to a vehicle, that vehicle must have a refrigeration maintenance or service agreement in force at the time of loss or damage.

##### **2. Refrigeration Back-Up System Warranty – Applicable To Spoilage Coverage For Livestock Semen**

With respect to a building listed in the Schedule of this endorsement for which:

- a. Power Outage is designated as a Covered Cause of Loss; and
- b. "Livestock" semen is listed in the Schedule as perishable property; and
- c. Refrigeration Back-up System Warranty is shown as applicable in the Schedule;

the following condition applies:

You must meet all the specifications of either Paragraph (1) or (2), as follows:

- (1) A functioning power failure alarm system, functioning auxiliary generator and caretaker are always on the "covered location"; or
- (2) A functioning power failure alarm system and functioning automatic starting auxiliary generator are always on the "covered location".

If at any time during the policy period you do not comply with the specifications of either Paragraph (1) or (2) above and you do not notify us of that fact within 10 days of not meeting such specifications, the insurance provided by this endorsement for spoilage of "livestock" semen caused by power outage will be automatically suspended at the location involved.

**H. The following is added to Paragraph L., Definitions:**

"Perishable property" means supplies and products of farming and ranching operations, including but not limited to meat, "poultry" and fish products, drugs, vitamins, plasma, blood, medicine, milk and produce, that are:

1. Maintained under controlled conditions for its preservation; and
2. Susceptible to loss or damage if the controlled conditions change.

With respect to meat, "poultry" and fish products, "perishable property" does not include any animal killed as a result of a Cause of Loss covered under this endorsement.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CONNECTICUT UTILITY SERVICES – DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

### SCHEDULE

Loc. No.	Bldg. No.	Utility Services Limit Of Insurance	Enter "X" for each applicable property				
			Water Supply Property	Communi- cation Supply Property (including overhead transmis- sion lines)	Communi- cation Supply Property (not including overhead transmis- sion lines)	Power Supply Property (including overhead transmis- sion lines)	Power Supply Property (not including overhead transmis- sion lines)
		\$					
Covered Property:							
		\$					
Covered Property:							
		\$					
Covered Property:							
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.							

#### A. Coverage

We will pay for loss of or damage to Covered Property described in the Schedule, caused by an interruption in utility service to your location scheduled above. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph **C.** if such property is indicated by an "X" in the Schedule and is located outside a covered building.

However, with respect to the coverage described in Paragraph **G.** of this endorsement, the requirement of loss or damage to Covered Property does not apply to perishable food donated by your food establishment following an electrical outage or interruption of electrical service, subject to all provisions of Paragraph **G.** The electrical outage or interruption of electrical service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph **C.** if such property is indicated by an "X" in the Schedule.

## B. Exception

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data". The term "electronic data" has the meaning set forth in the Agricultural Capital Assets Coverage Form, **AG 00 01**.

## C. Utility Services

1. Water Supply Services, meaning the following types of property supplying water to your location scheduled above:

- a. Pumping stations; and
- b. Water mains.

2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to your location scheduled above, such as:

- a. Communication transmission lines, including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to your location scheduled above:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

- D. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

- E. If a Utility Services Limit Of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit Of Insurance stated in the Declarations or the Scheduled Location endorsement as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit Of Insurance on the Covered Property as shown in the Declarations or in the Scheduled Location endorsement. But this Utility Services endorsement does not increase the applicable Limit of Insurance.

- F. With respect to the coverage provided under this endorsement, Paragraph **C.1.e. Utility Services** under **Exclusions** does not apply.

- G. When Power Supply Property is selected in the Schedule and Covered Property, as described in the Schedule, includes perishable food, then coverage under this endorsement for such perishable food also applies when the food 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 **G.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.
- H. When Power Supply Property is selected in the Schedule and Covered Property, as described in the Schedule, includes canned or perishable food, then coverage under this endorsement for such canned or perishable food also applies when the food is donated to you by a supermarket or food relief organization as defined in Connecticut law.
- I. The Governmental Action Exclusion in this policy will not serve to invalidate the coverage set forth in Paragraph **G.** of this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CONNECTICUT UTILITY SERVICES – DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Premises Number	Building Number	Utility Services Limit Of Insurance	Water Supply Property ("X" If Applies)	Communication Supply Property	Power Supply Property
				Overhead Transmission Lines Enter Either "Included" Or "Not Included" (If Applicable)	
		\$			
<b>Covered Property:</b>					
		\$			
<b>Covered Property:</b>					
		\$			
<b>Covered Property:</b>					
		\$			
<b>Covered Property:</b>					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

The coverage provided by this endorsement 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 or damage to Covered Property described in the Schedule, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph C. of this endorsement if such property is indicated by an "X" in the Schedule.

However, with respect to the coverage described in Paragraph F. of this endorsement, the requirement of loss or damage to Covered Property does not apply to perishable food donated by your food establishment following an electrical outage or interruption of electrical service, subject to all provisions of Paragraph F. The electrical outage or interruption of electrical service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph C. if such property is indicated by an "X" in the Schedule.

## B. Exception

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

## C. Utility Services

1. Water Supply Property, meaning the following types of property supplying water to the described premises:

- a. Pumping stations; and
- b. Water mains.

2. Communication Supply Property, 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;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated in the Schedule.

3. Power Supply Property, 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.

It does not include overhead transmission lines unless indicated in the Schedule.

- D. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

- E. Paragraph C. **Limits Of Insurance** is replaced by the following:

### C. Limits Of Insurance

If a Utility Services Limit Of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit Of Insurance stated in the Declarations as applicable to the Covered Property.

If no Limit Of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit Of Insurance on the Covered Property as shown in the Declarations. But this Utility Services endorsement does not increase the applicable Limit of Insurance.

- F. When Power Supply Property is selected in the Schedule and Covered Property, as described in the Schedule, includes perishable food, then coverage under this endorsement for such perishable food also applies when the food 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 F.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.

- G.** When Power Supply Property is selected in the Schedule and Covered Property, as described in the Schedule, includes canned or perishable food, then coverage under this endorsement for such canned or perishable food also applies when the food is donated to you by a supermarket or food relief organization as defined in Connecticut law.
- H.** The Governmental Action Exclusion in this Policy will not serve to invalidate the coverage set forth in Paragraph **F.** of this endorsement.

POLICY NUMBER:

**BUSINESSOWNERS**  
**BP 05 84 02 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONNECTICUT SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

<b>Premises Number</b>	<b>Building Number</b>	<b>Refrigeration Maintenance Agreement</b>	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Description Of Perishable Stock:</b>			
<b>Causes Of Loss</b> ("X" which one applies.)		<b>Limit Of Insurance</b>	<b>Deductible</b>
<input type="checkbox"/> Breakdown Or Contamination	<input type="checkbox"/> Power Outage	\$	\$
<b>Premises Number</b>	<b>Building Number</b>	<b>Refrigeration Maintenance Agreement</b>	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Description Of Perishable Stock:</b>			
<b>Causes Of Loss</b> ("X" which one applies.)		<b>Limit Of Insurance</b>	<b>Deductible</b>
<input type="checkbox"/> Breakdown Or Contamination	<input type="checkbox"/> Power Outage	\$	\$
<b>Premises Number</b>	<b>Building Number</b>	<b>Refrigeration Maintenance Agreement</b>	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Description Of Perishable Stock:</b>			
<b>Causes Of Loss</b> ("X" which one applies.)		<b>Limit Of Insurance</b>	<b>Deductible</b>
<input type="checkbox"/> Breakdown Or Contamination	<input type="checkbox"/> Power Outage	\$	\$
Section I – Property is extended to insure against direct physical loss of or damage to "perishable stock" indicated in the Schedule, caused by the Covered Cause(s) of Loss, as provided by this endorsement.			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

The provisions of Paragraphs **A.** through **I.** apply to the coverage provided by this endorsement. 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 in Section I – Property** is replaced by the following:

**1. Covered Property**

**a.** Covered Property means "perishable stock" shown in the Schedule at the described premises, if the "perishable stock" is:

- (1)** Owned by you and used in your business; or
- (2)** Owned by others and in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b).**

**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. The following is added to Paragraph A.2. Property Not Covered in Section I – Property:**

**k.** Property located:

- (1)** On buildings;
- (2)** In the open; or
- (3)** In vehicles.

**C. Paragraph A.3. Covered Causes Of Loss in Section I – Property** is replaced by the following:

**3. Covered Causes Of Loss**

Subject to the exclusions described in Item **E.** of this endorsement, Covered Causes of Loss means the following as indicated 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 apparatus or equipment is at the described premises shown in the Schedule; or
- (2)** Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the described premises shown in the Schedule.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.



- 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. Paragraph A.6. Coverage Extensions in Section I – Property** does not apply.

**E. Paragraph B. Exclusions in Section I – Property** is replaced by the following:

**B. Exclusions**

1. Of the exclusions contained in Paragraph **B.1. in Section I – Property**, only the following apply to **Spoilage Coverage**:

- b. Earth Movement;
- c. Governmental Action;
- d. Nuclear Hazard;
- f. War And Military Action;
- g. 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.

**F. Paragraph D. Deductibles in Section I – Property** is replaced by the following:

**D. Deductibles**

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.

**G. Conditions**

1. Under **Property Loss Conditions in Section I – Property**, Item **d.** of Condition **5. Loss Payment** is replaced by the following:

- d. We will determine the value of Covered Property as follows:

- (1) For "perishable stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable stock", at actual cash value.

2. The following condition applies in addition to the **Property Loss Conditions** (as modified in 1. above) and **Property General Conditions in Section I – Property** and **Section III – Common Policy Conditions**:

**Additional Condition – Refrigeration Maintenance Agreements**

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

You must maintain a refrigeration maintenance or service agreement as described below. If you voluntarily terminate this agreement and do not notify us within 10 days, the insurance provided by this endorsement under the Breakdown or Contamination Covered Cause of Loss will be automatically suspended at the location involved.

However, coverage provided by this endorsement is restored upon:

- a. Reinstatement of the applicable refrigeration maintenance or service agreement; or
- b. Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

**H. Paragraph G. Optional Coverages in Section I – Property does not apply.**

**I. The following is added to the Definitions in Section I – Property:**

"Perishable stock" means property:

- a.** Maintained under controlled temperature or humidity conditions for preservation; and
- b.** Susceptible to loss or damage if the controlled temperature or humidity conditions change.

**CONNECTICUT UTILITY SERVICES – DIRECT DAMAGE**

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM  
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
 STANDARD PROPERTY POLICY  
 TOBACCO SALES WAREHOUSES COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Utility Services Limit Of Insurance	Enter "X" for each applicable property.				
			Water Supply Property	Communi- cation Supply Property (including overhead transmis- sion lines)	Communi- cation Supply Property (not including overhead transmis- sion lines)	Power Supply Property (including overhead transmis- sion lines)	Power Supply Property (not including overhead transmis- sion lines)
		\$					
Covered Property:							
Causes Of Loss Form Applicable:							
		\$					
Covered Property:							
Causes Of Loss Form Applicable:							
		\$					
Covered Property:							
Causes Of Loss Form Applicable:							
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.							

## **A. Coverage**

We will pay for loss of or damage to Covered Property described in the Schedule, caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph **C.** if such property is indicated by an "X" in the Schedule.

However, with respect to the coverage described in Paragraph **F.** of this endorsement, the requirement of loss or damage to Covered Property does not apply to perishable food donated by your food establishment following an electrical outage or interruption of electrical service, subject to all provisions of Paragraph **F.** The electrical outage or interruption of electrical service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph **C.** if such property is indicated by an "X" in the Schedule.

## **B. Exception**

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

## **C. Utility Services**

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;
  - b. Coaxial cables; and

- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

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.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

- D. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

- E. If a Utility Services Limit Of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit Of Insurance stated in the Declarations or in the Separation Of Coverage endorsement as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit Of Insurance on the Covered Property as shown in the Declarations or in the Separation Of Coverage endorsement. But this Utility Services endorsement does not increase the applicable Limit of Insurance.

- F. When Power Supply Property is selected in the Schedule and Covered Property, as described in the Schedule, includes perishable food, then coverage under this endorsement for such perishable food also applies when the food 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 **F.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.
- G. When Power Supply Property is selected in the Schedule and Covered Property, as described in the Schedule, includes canned or perishable food, then coverage under this endorsement for such canned or perishable food also applies when the food is donated to you by a supermarket or food relief organization as defined in Connecticut law.
- H. The Governmental Action Exclusion in this policy will not serve to invalidate the coverage set forth in Paragraph **F.** of this endorsement.

POLICY NUMBER:

COMMERCIAL PROPERTY  
CP 04 45 02 23

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## 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
		\$
<b>Description Of Property:</b>		
<b>Deductible:</b>		
<b>Refrigeration Maintenance Agreement:</b>		
<b>Selling Price:</b>		
<b>Causes Of Loss</b>		
<b>Breakdown Or Contamination:</b>		
<b>Power Outage:</b>		
Premises Number	Building Number	Limit Of Insurance
		\$
<b>Description Of Property:</b>		
<b>Deductible:</b>		
<b>Refrigeration Maintenance Agreement:</b>		
<b>Selling Price:</b>		
<b>Causes Of Loss</b>		
<b>Breakdown Or Contamination:</b>		
<b>Power Outage:</b>		

Premises Number	Building Number	Limit Of Insurance
		\$
<b>Description Of Property:</b>  <b>Deductible:</b>  <b>Refrigeration Maintenance Agreement:</b>  <b>Selling Price:</b>		
<b>Causes Of Loss</b>		
<b>Breakdown Or Contamination:</b>  <b>Power Outage:</b>		
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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONNECTICUT SPOILAGE COVERAGE – PERISHABLE FARM PERSONAL PROPERTY**

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS FORM – FARM PROPERTY  
FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM  
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,  
DEFINITIONS

### **SCHEDULE**

<b>"Insured Location" Number</b>	<b>Building Number</b>	<b>Description Of Perishable Farm Personal Property</b>	<b>Limit Of Insurance</b>

<b>Refrigeration Maintenance Agreement</b>	<b>Refrigeration Back-up System Warranty</b>	<b>Cause Of Loss Breakdown Or Contamination</b>	<b>Cause Of Loss Public Power Outage</b>	<b>Selling Price</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If coverage is indicated in the Declarations for Coverage **E** – Scheduled Farm Personal Property, the Farm Property – Farm Personal Property Coverage Form is extended to insure against direct physical loss of or damage to "perishable farm personal property" indicated in the Schedule, caused by the Covered Cause(s) of Loss, as provided by this endorsement. 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.

The following provisions (**A.** through **J.** inclusive) apply to the coverage provided by this endorsement:

**A. Paragraph 1. Covered Property** under **Coverage E – Scheduled Farm Personal Property** is replaced by the following:

**1. Covered Property**

- a.** Covered property means "perishable farm personal property" shown in the Schedule at the "insured location" owned by you.

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)**.
  - (d) You provide us with written documentation from such shelter that states the date and time of such donation; and
  - (e) 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. The following is added to Paragraph 2. Property Not Covered under Coverage E – Scheduled Farm Personal Property:**

h. Property located:

- (1) On buildings;
- (2) In the open; or
- (3) In vehicles.

**C. Paragraph 3. Special Limits Of Insurance Under Coverage E does not apply.**

**D. Paragraphs A., B., C. and D. in the Causes Of Loss Form – Farm Property are replaced by the following:**

**Covered Causes Of Loss**

Subject to the exclusions described in Paragraph **G.** of this endorsement, Covered Causes of Loss means the following as indicated in the Schedule:

1. Breakdown or Contamination, meaning:

- a. Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the "insured location" shown in the Schedule; or
- b. Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the "insured location" shown in the Schedule.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

2. Public Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power generated from a public utility to refrigerating, cooling or humidity control apparatus or equipment at the "insured location" shown in the Schedule.

**E. Section II – Coverage Extensions A. through F. in the Farm Property – Farm Personal Property Coverage Form do not apply.**

## F. Selling Price

If Selling Price is indicated in the Schedule, the following is added to the **Valuation** Loss Condition in Paragraph **B. Coverage E Conditions** in the Farm Property – Farm Personal Property Coverage Form:

In the event of loss or damage, the value of "perishable farm personal property" held ready for sale will be determined at its selling price as if no loss or damage has occurred, less discounts and expenses you otherwise would have had.

## G. Paragraph **E. Exclusions** in the Causes Of Loss Form – Farm Property is replaced by the following:

### E. Exclusions

1. Of the exclusions contained in Paragraph **E.** of the Causes Of Loss Form – Farm Property, only the following apply to Spoilage Coverage for "perishable farm personal property":
  - a. Earth Movement;
  - b. Governmental Action;
  - c. Intentional Loss;
  - d. Nuclear Hazard;
  - e. War and Military Action; and
  - f. Water.
2. The following exclusions are added:

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

  - a. The inability of a public utility to provide sufficient power due to:
    - (1) Lack of fuel; or
    - (2) Governmental order.
  - b. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
  - c. The disconnecting of any refrigerating, cooling or humidity control system from the source of power.
  - d. 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.
  - e. The complete or partial interruption of power from a private power source.

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

## H. The Loss Conditions in Paragraphs **1.** and **2.** of Paragraph **B. Coverage E Conditions** in the Farm Property – Farm Personal Property Coverage Form do not apply.

## I. The following is added to Paragraph **B. Coverage E Conditions** in the Farm Property – Farm Personal Property Coverage Form:

### 1. Additional Condition – Refrigeration Maintenance Agreements

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

You must maintain a refrigeration maintenance or service agreement as described below. If you voluntarily terminate this agreement and do not notify us within 10 days, the insurance provided by this endorsement under the Breakdown or Contamination Covered Cause of Loss will be automatically suspended at the location involved.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the "insured location", and the servicing and repair of the equipment, including emergency response at the "insured location".

### 2. Additional Condition – Refrigeration Back-up System Warranty – Applicable To Spoilage Coverage For Semen

If:

- a. Public Power Outage is designated as a Covered Cause of Loss; and
- b. Semen is listed in the Schedule; and
- c. Refrigeration Back-up System Warranty is shown as applicable in the Schedule;

the following condition applies:

You must meet all the specifications of either Paragraph **(1)** or **(2)**, as follows:

- (1) A functioning power failure alarm system, functioning auxiliary generator and caretaker are always on the "insured location"; or

- (2) A functioning power failure alarm system and functioning automatic starting auxiliary generator are always on the "insured location".

If you suspend operation of the measures described in Paragraphs (1) and (2) above, and you do not notify us within 10 days, the insurance provided by this endorsement for spoilage of semen caused by public power outage will be automatically suspended at the location involved.

- J. The following is added to Paragraph C. **Definitions** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:

"Perishable farm personal property" means supplies and products of farming and ranching operations, including but not limited to meat, poultry and fish products, drugs, vitamins, plasma, blood, medicine, milk and produce, that are:

- a. Maintained under controlled temperature or humidity conditions for preservation; and

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

With respect to meat, poultry and fish products, "perishable farm personal property" excludes animals killed as a result of a Cause of Loss covered under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONNECTICUT SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

**SCHEDULE**

Loc. No.	Bldg. No.	Description Of Perishable Property	Limit Of Insurance	Deductible
			\$	\$
Insert an "X" to indicate which of the following apply to the location:				
Refrigeration Maintenance Agreement	Refrigeration Back-Up System Warranty	Causes Of Loss		Selling Price
		Breakdown Or Contamination	Power Outage	
				\$
Loc. No.	Bldg. No.	Description Of Perishable Property	Limit Of Insurance	Deductible
			\$	\$
Insert an "X" to indicate which of the following apply to the location:				
Refrigeration Maintenance Agreement	Refrigeration Back-Up System Warranty	Causes Of Loss		Selling Price
		Breakdown Or Contamination	Power Outage	
				\$
Loc. No.	Bldg. No.	Description Of Perishable Property	Limit Of Insurance	Deductible
			\$	\$
Insert an "X" to indicate which of the following apply to the location:				
Refrigeration Maintenance Agreement	Refrigeration Back-Up System Warranty	Causes Of Loss		Selling Price
		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 Capital Assets Program Coverage Form 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. The provisions of this endorsement apply only to those locations scheduled.

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

**1. Covered Property**

- a.** Covered Property means "perishable stock" at your location scheduled above 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 location scheduled above, 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 location scheduled above has occurred and is forecast by the electric supplier to the location scheduled above to last longer at the location scheduled above 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 location scheduled above donated to you by a supermarket or food relief organization as defined in Connecticut law.

**B. The following is added to Paragraph A.2., Property Not Covered:**

**1. Property located:**

- a.** On buildings;
- b.** In the open; or
- c.** In vehicles without an operating refrigeration system designed for the vehicle and having a refrigeration maintenance or service agreement in place.

**C. The following is added to Paragraph B., Covered Causes Of Loss:**

**1. Covered Causes Of Loss**

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

**a.** Breakdown or Contamination means:

**(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 your location scheduled above; and

**(2)** Contamination by the refrigerant.

**b.** Power Outage means change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off your location scheduled above 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 C., Exclusions** is replaced by the following:

##### **1. Exclusions**

- a. Only the following exclusions contained in Paragraph C.1. of the Capital Assets Program Coverage Form apply to Spoilage Coverage:

- (1) Earth Movement;
  - (2) Governmental Action;
  - (3) Nuclear Hazard;
  - (4) War and Military Action;
  - (5) Water;
  - (6) Certain "Computer"-related Losses,
  - (7) Ordinance or Law; and
- the Cyber Incident Exclusion or the Cyber Incident Exclusion With Ensuing Cause(s) Of Loss Exceptions, whichever applies.

- b. The following exclusions are added:

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

- (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- (2) 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.
- (3) The inability of an electrical utility company or other power source to provide sufficient power due to:
  - (a) Lack of fuel; or
  - (b) Governmental order.
- (4) The inability of a power source at your location scheduled above to provide sufficient power due to lack of generating capacity to meet demand.

- (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

However, the Governmental Action Exclusion and Exclusion E.1.b.(3)(b) above will not serve to invalidate the coverage set forth in Paragraph A.1.b. of this endorsement.

#### **F. Paragraph G., 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.

#### **G. The following is added to Paragraph I., Additional 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:

1. Voluntarily suspend or terminate this agreement and do not notify us before a loss or damage occurs; or
2. Have knowledge of any cancellation, suspension or termination;

the insurance provided by this endorsement will be automatically suspended at your involved location.

For Spoilage Coverage to apply to a vehicle, that vehicle must have a refrigeration maintenance or service agreement in force at the time of loss or damage.

#### **H. The following is added to Paragraph L., Definitions:**

"Perishable stock" means personal property:

1. Maintained under controlled conditions for its preservation; and
2. Susceptible to loss or damage if the controlled conditions change.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CONNECTICUT UTILITY SERVICES – DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

### SCHEDULE

Location Number	Building Number	Utility Services Limit Of Insurance	Enter "X" for each applicable property				
			Water Supply Property	Communication Supply Property (including overhead transmission lines)	Communication Supply Property (not including overhead transmission lines)	Power Supply Property (including overhead transmission lines)	Power Supply Property (not including overhead transmission lines)
		\$					
<b>Covered Property:</b>							
		\$					
<b>Covered Property:</b>							
		\$					
<b>Covered Property:</b>							
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.							

#### A. Coverage

We will pay for loss of or damage to Covered Property described in the Schedule, caused by an interruption in utility service to your location scheduled above. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph **C.** if such property is indicated by an "X" in the Schedule and is located outside a covered building.

However, with respect to the coverage described in Paragraph **G.** of this endorsement, the requirement of loss or damage to Covered Property does not apply to perishable food donated by your food establishment following an electrical outage or interruption of electrical service, subject to all provisions of Paragraph **G.** The electrical outage or interruption of electrical service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph **C.** if such property is indicated by an "X" in the Schedule.

## B. Exception

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data". The term "electronic data" has the meaning set forth in the Capital Assets Program Coverage Form, **OP 00 01**.

## C. Utility Services

1. Water Supply Services, meaning the following types of property supplying water to your location scheduled above:

- a. Pumping stations; and
- b. Water mains.

2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to your location scheduled above, such as:

- a. Communication transmission lines, including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to your location scheduled above:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

- D. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

- E. If a Utility Services Limit Of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit Of Insurance stated in the Declarations or the Scheduled Location endorsement as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit Of Insurance on the Covered Property as shown in the Declarations or in the Scheduled Location endorsement. But this Utility Services endorsement does not increase the applicable Limit of Insurance.

- F. With respect to the coverage provided under this endorsement, Paragraph **C.1.e. Utility Services** under Exclusions does not apply.

- G. When Power Supply Property is selected in the Schedule and Covered Property, as described in the Schedule, includes perishable food, then coverage under this endorsement for such perishable food also applies when the food 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 **G.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.
- H. When Power Supply Property is selected in the Schedule and Covered Property, as described in the Schedule, includes canned or perishable food, then coverage under this endorsement for such canned or perishable food also applies when the food is donated to you by a supermarket or food relief organization as defined in Connecticut law.
- I. The Governmental Action Exclusion in this policy will not serve to invalidate the coverage set forth in Paragraph **G.** of this endorsement.