**ENDORSEMENT**

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

Policy No: **<Policy Number> <Endorsement Number>**

Effective 12:01 a.m. **<Policy or Endorsement Effective Date>**

**BROADCASTERS ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PROPERTY COVERAGE FORM

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

1. The **PROPERTY COVERAGE FORM** is amended as follows:
2. Subparagraph 11. is added to Paragraph **C.** **Business Personal Property** of Section **II. COVERED PROPERTY** as follows:
3. **Broadcast Equipment, Broadcast Media** and **Broadcast Software**;
4. Paragraphs **P.**, **Q.** and **R.** are added to Section **II. COVERED PROPERTY** as follows:
5. **Towers Or Satellite Dishes;**

**Towers** or satellite dishes when shown with a description and a limit in the Declarations;

### Mobile Broadcast Equipment

Mobile **broadcast equipment** located anywhere within the coverage territory, if not covered by other insurance;

1. **Vehicles (limited coverage)**

Vehicles, excluding aircraft or watercraft, onto which mobile **broadcast equipment** is permanently installed, when shown with a description and limit in the Declarations, if not covered by other insurance.

**3.** Paragraph M. of Section **III. PROPERTY NOT COVERED** is deleted in its entirety and replaced with the following:

M. Vehicles or self-propelled machines, including aircraft or watercraft, that:

1. Are licensed for use on public roads; or

2. Are operated principally away from the premises described in the Declarations;

This shall not apply to:

1. Vehicles or self-propelled machines or autos **you** manufacture, process, or warehouse;

2. Vehicles or self-propelled machines, other than autos, **you** hold for sale;

3. Rowboats or canoes out of water at the premises described in the Declarations; or

4. Vehicles, excluding aircraft or watercraft, onto which mobile **broadcast equipment** is permanently installed, when shown with a description and limit in the Declarations, if not covered by other insurance.

**4.** Subparagraph **8.** is added to Paragraph **A.** of Section **IV. SUPPLEMENTAL COVERAGES** as follows:

**8. Tuning and Re-tuning**

**We** shall pay up to $25,000 for the cost of tuning or re-tuning of **towers** or antennas required solely as a result of loss or damage by a **covered cause of loss** to such **towers** or antennas.

**5.** Subparagraph **A. 5.** of Section **IV. SUPPLEMENTAL COVERAGES** is deleted in its entirety and replaced with the following:

**5. Business Income and Extra Expense**

1. Coverage
2. **We** shall pay for the actual loss of **your business income** and **extra expense** due to the necessary suspension of **your** **operations** during the **period of restoration**, at premises described in the Declarations. The suspension shall be caused by or resulting from direct physical loss of or damage to property at such premises, including personal property in the open, or in a vehicle, within 1000 feet thereof, by a **covered cause of loss**.
3. **We** shall pay for the actual loss of **your business income** and **extra expense** caused by or resulting from action by a civil authority that prohibits access to the premises described in the Declarations due to direct physical loss of or damage to property, other than at the premises described in the Declarations, caused by or resulting from a **covered cause of loss**. This coverage will apply for a period of up to thirty (30) consecutive days from the date of that action.

**b.** Limitations

**We** shall not pay for:

i. Any loss caused by or resulting from:

(1) Damage or destruction of **finished stock**; or

(2) The time required to reproduce **finished stock**.

However, this exclusion shall not apply to **extra expense** that is incurred due to the foregoing losses;

ii. Any increase of loss caused by or resulting from:

(1) Delay in rebuilding, repairing or replacing the property or resuming **operations** due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(2) Suspension, lapse, or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of **operations**, **we** shall cover such loss that affects **your** **business income** during the **period of restoration**.

iii. Any **extra expense** caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the **period of restoration**.

If the Business Income and Extra Expense Coverage Part is attached to and forms a part of this policy, this Supplemental Coverage Business Income and Extra Expense will apply in excess of all coverage provided by the Business Income and Extra Expense Coverage Part.

**6.** Paragraph H. of Section **VI. EXCLUSIONS** is deleted in its entirety and replaced with the following:

H. Rain, snow, ice or sleet to business personal property in the open;

However, this exclusion does not apply to mobile **broadcast equipment**;

**7.** Paragraph U. is added to Section **VI. EXCLUSIONS** as follows:

1. Tuning and Re-tuning of **towers** or antennas.

However, this exclusion does not apply to the extent that coverage is provided in Subparagraph **A.8.** of Section **IV. SUPPLEMENTAL COVERAGES**;

**8.** Subparagraph 7. of Paragraph **C. Valuation** of Section **IX. LOSS CONDITIONS** is deleted in its entirety and replaced with the following:

1. **Computer Equipment, Broadcast Equipment, Data, Broadcast Software, Programs, Media and Broadcast Media** loss payments shall be determined as follows:
2. **Computer Equipment and Broadcast Equipment. We** shall pay the total cost to repair or replace the damaged property without deduction for depreciation. However, **we** will not pay more than the smallest of the following:
3. The actual cost to repair or replace the lost or damaged property with new property of the same kind, quality and capability, on the same site and used for the same purpose; or

ii) The Limit of Insurance shown in the Declarations for the damaged property.

1. **Data, Broadcast Software** **and Programs** are valued at the actual cost to reproduce the **data, broadcast software** and **programs**, if **you** actually reproduce the **data, broadcast software** and **programs**. **We** will also pay any reasonable additional expense that **you** may incur in reproducing the **data, broadcast software** and **programs** to continue **your** normal computer operations. The most **we** will pay for this coverage is the Limit of Insurance shown in the Declarations.

We will not pay for **data, broadcast software** and **programs** that cannot be reproduced due to lack of backup, support documentation or records unless specified articles are described and agreed values are shown in the Declarations. If shown, **we** will pay for each article lost at the agreed values.

1. **Media and Broadcast Media** items are valued at actual cost to repair or replace with similar like, kind and quality, up to the limit shown in the Declarations.

**9.** Subparagraphs 9.,.10. and 11 are added toParagraph **C. Valuation** of Section **IX. LOSS CONDITIONS** as follows:

1. Vehicles at actual cash value on the date of loss.
2. New Generation **Broadcast Equipment**

In the event of covered loss to **broadcast equipment**, **we** will pay replacement cost valuation of such **broadcast equipment**, subject to the following additional provisions:

1. **Broadcast Equipment** That Is Replaced: **We** will pay to replace lost or damaged broadcast equipment with new equipment that is functionally comparable to the equipment that is being replaced.
2. **Broadcast Equipment** That Is Not Replaced: **We** will pay the actual cash value of the **broadcast equipment** at the time of loss, with a deduction for depreciation.
3. Partial Loss: **We** will pay the reasonable cost of restoring partially damaged **broadcast equipment** to the condition of such equipment immediately prior to loss.

For the purposes of this New Generation **Broadcast Equipment** Supplemental Coverage:

1. **Broadcast equipment** means permanently installed radio or television receiving, recording or transmitting equipment;
2. **We** will not pay more than 25% above what the cost would have been to repair or replace with like kind and quality;
3. This Supplemental Coverage does not apply to any property to which Actual Cash Value applies.
4. The Supplemental Coverage Business Income and Extra Expense loss payment shall be determined as follows:
5. The amount of **business income** loss shall be determined based on:
   1. The Net Income of the business before the loss or damage occurred;
   2. The likely Net Income of the business if no loss or damage occurred, but not including any Net Income that would likely have been earned as a result of an increase in volume of business due to favorable business conditions caused by the impact of the **covered cause of loss** on customers or on other businesses;
   3. The operating expenses, including payroll, necessary to resume **operations** with the same quality of service that existed immediately prior to the loss or damage; and
   4. Other relevant sources of information, including:
6. **Your** financial records and accounting procedures;
7. Bills, invoices, and other vouchers; and
8. Deeds, liens, or contracts.

2. The amount of **extra expense** shall be determined based on:

All expenses that exceed the normal operating expenses that would have been incurred by **operations** during the **period of restoration** if no direct physical loss or damage had occurred. **We** shall deduct from the total of such expenses:

a. The salvage value that remains of any property bought for temporary use during the **period of restoration**, once **operations** are resumed; and

b. Any **extra expense** that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions, and provisions as this insurance; and

c. All necessary expenses that reduce the **business income** loss that otherwise would have been incurred.

3. **We** shall reduce the amount of **your**:

a. **Business income** loss, other than **extra expense**, to the extent **you** can resume **your** **operations**, in whole or in part, by using damaged or undamaged property, including merchandise or **stock**, at premises described in the Declarations or elsewhere.

b. **Extra expense** loss to the extent **you** can return **operations** to normal and discontinue such **extra expense**.

4. If **you** do not resume **operations**, or do not resume **operations** as quickly as possible, **we** shall pay based on the length of time it would have taken to resume **operations** as quickly as possible.

**10.** Paragraph **O.** is added to Section **X. GENERAL CONDITIONS** as follows:

**O. Tower Modification Condition**

Coverage for **towers** is void, if without **our** written consent, **you** materially change or modify the design or construction characteristics of a covered **tower**.

**11.** Paragraphs **DD.** through **KK.** are added to Section **XI. DEFINITIONS** as follows:

**DD. Broadcast Equipment** means permanently installed radio or television receiving, recording or transmitting equipment.

**EE. Broadcast Media** means recording or storage media including tapes, films or discs used for radio or television.

**FF. Broadcast Software** means audio or visual recordings stored on **broadcast media**.

**GG. Business Income** means the:

1. Net Income (Net Profit or loss before income taxes) that would have been earned or incurred;
2. Continuing normal operating expenses incurred, including payroll; and
3. **Rental Value**.

**HH. Finished Stock** means **stock** **you** have manufactured, including whiskey and alcoholic products being aged. **Finished stock** shall not include **stock** **you** have manufactured that is held for sales on the premises of any retail outlet insured under this Coverage Form.

**II. Operations** means:

1. Your business activities occurring at premises described in the Declarations; and
2. The tenantability of the premises described in the Declarations.

**JJ**. **Rental Value** means the:

1. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by **you**; and
2. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be **your** obligations, and
3. Fair **rental value** of any portion of the premises described in the Declarations which is occupied by **you**.

**KK. Towers** means radio or television towers including:

1. Antennas, microwave dishes or any other equipment that is permanently attached to the tower, or awaiting installation;
2. Lead-in wiring and masts;
3. Guy wires, including their anchors; or
4. Above or below ground foundations.
5. The **BUSINESS INCOME AND EXTRA EXPENSE COVERAGE PART,** if attached to and part ofthis policy, is amended as follows:
6. Subparagraphs **7.** and **8.** are added to Paragraph **A.** of section **II. SUPPLEMENTAL COVERAGES** as follows**:**
7. **Interdependent Business Interruption**

**We** shall pay for the actual loss of **business income** **you** incur due to the necessary suspension of **your** **operations** during the **period of restoration**. The suspension shall be at premises described in the Declarations and caused by direct physical loss of or damage to another premises described in the Declarations caused by or resulting from a **covered cause of loss**.

1. **Emergency Alert System Business Interruption**

**We** shall pay for the actual loss of **business income** **you** incur due to the necessary suspension of **your** normal **operations** when required to activate the Emergency Alert System (EAS).

This Supplemental Coverage shall apply when continuous or near continuous coverage activation is required by:

1. The United States President or a designated representative of the President;
2. State Governor or a designated representative of the Governor;
3. the National Weather Service;
4. the State Office of Emergency Services; or
5. Other designated government officials in State EAS plan.

For the purposes of this Supplemental Coverage:

1. Continuous of near continuous coverage shall be defined as the requirement that **you** activate the EAS for more than 50% of **your** normal broadcast time; and
2. Such EAS activation is longer than an 8 hour duration.

The most **we** shall pay for all Emergency Alert System Business Interruption for each premises described in the Declarations in any one occurrence is $10,000.

**III.** The **COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS** is amended as follows:

The Limit of Insurance for the Extra Expense Supplemental Coverage is deleted in its entirety and replaced with the following:

**SUPPLEMENTAL COVERAGES**  **LIMITS OF INSURANCE** Business Income and Extra Expense $50,000

All other terms and conditions of the policy remain the same.

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Authorized Representative