

## ENDORSEMENT

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

This endorsement, effective 12:01 A.M.,  
Forms a part of Policy No.:

### **BROADCASTERS PROPERTY ENHANCEMENT ENDORSEMENT – MAINE**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
CAUSES OF LOSS – SPECIAL FORM  
PROPERTY PROGRAM PERFORMANCE ENDORSEMENT

The following is a summary of Additional Coverages and Coverage Extensions provided by this endorsement. This endorsement is subject to the provisions of your policy which means that it is subject to all terms, conditions, limitations and exclusions applicable to the coverage parts attached to and forming a part of this policy, unless specifically deleted, replaced, or modified by this endorsement.

As respects any coverage provided by this endorsement, if higher limits are provided on any other Schedule, Declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement will not apply for that coverage. In no instance will multiple limits apply to coverages which may be duplicated within this policy.

Except as provided by the terms of this endorsement, terms and limits for Business Income or Extra Expense Coverages shall apply only if the Business Income (and Extra Expense) Coverage Form is attached to and forms a part of this policy, and a limit for Business Income and / or Extra Expense is shown in the Declarations for a covered premises.

#### **I. Limits and Coverages**

<b>SCHEDULE OF COVERAGES BUILDING AND PERSONAL PROPERTY COVERAGE FORM</b>			
<b>Coverages</b>	<b>Limit of Insurance</b>	<b>Type of Amendment</b>	<b>Page</b>
Tuning and Re-Tuning	\$ 25,000	Additional Coverage	2
Business Income and Extra Expense	\$ 50,000	Coverage Extension	2

<b>SCHEDULE OF COVERAGES BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM</b>			
<b>Coverages</b>	<b>Limit of Insurance</b>	<b>Type of Amendment</b>	<b>Page</b>
Interdependent Premises – Business Income	Included in the Business Income Limit of Insurance	Additional Coverage	7
Emergency Alert System – Business Income	\$ 10,000	Additional Coverage	7

#### **II. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:**

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**A. Section A. Coverage** is amended as follows:

1. The following are added to Paragraph **1. Covered Property**, Subparagraph **b. Your Business Personal Property**:

- (1) "Broadcast equipment", "broadcast media" and "broadcast software";
- (2) "Towers" or satellite dishes, when shown with a description and a limit in the Declarations;
- (3) Mobile "broadcast equipment", located anywhere within the coverage territory, if not covered by other insurance;
- (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.

2. Subparagraph **p.** of Paragraph **2. Property Not Covered** is deleted in its entirety and replaced with the following:

**p.** 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 described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process, or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises;
- (d) 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; or
- (e) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers.

3. The following coverage is added to Paragraph **4. Additional Coverages**:

**Tuning and Re-tuning**

We will pay for the costs of tuning or re-tuning of "towers" or antennas required solely as a result of direct physical loss or damage by a Covered Cause of Loss to such "towers" or antennas.

The most we will pay under this Additional Coverage is the **Tuning and Re-tuning** Limit of Insurance shown in the Schedule.

4. The following coverage is added to Paragraph **5. Coverage Extensions** and supersedes the Extra Expense Coverage Extension in Paragraph **II.A.21.** of the **Property Program Performance Endorsement**:

**a. Business Income and Extra Expense**

(1) Coverage

(a) Business Income means:

- i. Net Income (Net Profit or loss before income taxes) that would have been earned or incurred;
- ii. Continuing normal operating expenses incurred, including payroll; and
- iii. "Rental value".

- (b)** Extra Expense means the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- i. Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- ii. Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

- (c)** We will pay the actual loss of Business Income you sustain and Extra Expenses you incur due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations. The direct physical loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises includes the area within 1000 feet of such premises.
- (d)** When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
- i. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
  - ii. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

This coverage will apply for a period of up to thirty (30) consecutive days from the date of that action.

**(2) Additional Limitations**

We will not pay for:

- (a)** Any loss caused by or resulting from:
- i. Damage or destruction of "finished stock"; or
  - ii. The time required to reproduce "finished stock".

This exclusion shall not apply to Extra Expense.

- (b)** Any increase of loss caused by or resulting from:
- i. Delay in rebuilding, repairing or replacing the property or resuming "operations" due to interference at the location of the rebuilding, repair or replacement by striker or other persons; or

- ii. 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".

(c) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(d) Any other consequential loss.

If the Business Income (And Extra Expense) Coverage Form is attached to and forms a part of this policy, this Business Income and Extra Expense Coverage Extension will apply in excess of all coverage provided by the Business Income (And Extra Expense) Coverage Form.

5. The following subparagraph is added to Section **D. Deductible**:

No deductible applies to loss to glass used in the windshield or windows for covered vehicle(s) when such vehicles are shown with a description and limit in the Declarations, and if such vehicles are not covered by other insurance.

6. Solely with respect to the coverage provided by this endorsement, the following are added to Section **E. Loss Conditions**, paragraph **7. Valuation**:

a. "Broadcast Equipment", "Broadcast Software" and "Broadcast Media"

(1) "Broadcast equipment" is valued at the actual cost to repair or replace the "broadcast equipment" without a deduction for depreciation. However, we will not pay more than the lesser of the following:

i. 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.

(2) "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.

(3) "Broadcast software" is valued at the actual cost to reproduce the "broadcast software", if you actually reproduce the "broadcast software". We will also pay any reasonable additional expense that you may incur in reproducing the "broadcast software" 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 "broadcast software" 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.

b. Vehicles at actual cash value on the date and location of loss.

c. Next Generation "Broadcast Equipment"

In the event of direct physical loss or damage to "broadcast equipment" by a Covered Cause of Loss, we will pay replacement cost valuation, subject to subparagraph 6.a.(1) of this endorsement, for 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 one generation newer and 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 Next Generation "Broadcast Equipment" Valuation provision:

- i. We will not pay more than 25% above what the cost would have been to repair or replace with like kind and quality.
- ii. This Partial Loss Valuation provision does not apply to any property to which Actual Cash Value applies.

**d. Business Income and Extra Expense**

- (1) The amount of Business Income loss shall be determined based on:

- i. The Net Income of the business before the direct physical loss or damage occurred;
- ii. The likely Net Income of the business if no direct physical 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;
- iii. The operating expenses, including payroll, necessary to resume "operations" with the same quality of service that existed immediately prior to the direct physical loss or damage; and
- iv. Other relevant sources of information, including:
  - (i) Your financial records and accounting procedures;
  - (ii) Bills, invoices, and other vouchers; and
  - (iii) 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:

- i. The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
- ii. 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
- iii. All necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

- (3) We shall reduce the amount of your:

- i. 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.
- ii. 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.

7. For the purpose of this Endorsement, the following definitions are added to Section H.

**Definitions:**

- a. "Broadcast equipment" means permanently installed radio or television receiving, recording or transmitting equipment.
- b. "Broadcast media" means recording or storage media including tapes, films or discs used for radio or television.
- c. "Broadcast software" means audio or visual recordings stored on "broadcast media".
- d. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

- e. "Operations" means:

- (1) Your business activities occurring at the described premises; and
- (2) The tenantability of the described premises.

- f. "Period of restoration" means the period of time that:

- (1) Begins:

- i. 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
  - ii. Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
- caused by or resulting from any Covered Cause of Loss at the described premises; and

- (2) Ends on the earlier of:

- i. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- ii. The date when business is resumed at a new permanent location.

"Period of restoration does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- i. Regulates the construction, use or repair, or requires the tearing down, of any property; or
- ii. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- g. "Rental value" means Business Income that consists of:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
- (2) Continuing normal operating expenses incurred in connection with that premises,

including:

- i. Payroll; and
- ii. The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

h. "Suspension" means:

- (1) The slowdown or cessation of your business activities; or
- (2) That a part or all of the described premises is rendered untenable,

i. "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;
- (4) Above or below ground foundations; or
- (5) Any related "broadcast equipment", unless otherwise scheduled, at a tower location.

III. The **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**, if attached to and part of this policy, is amended as follows:

A. Section A. **Coverage** is amended as follows:

1. The following coverages are added to Paragraph 5. **Additional Coverages**:

a. **Interdependent Premises – Business Income**

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" shall be at a 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.

This **Interdependent Premises – Business Income** Additional Coverage is included within, not in addition to, the Business Income Limit of Insurance.

b. **Emergency Alert System – Business Income**

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 Additional 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 Additional Coverage:

- (1) Continuous or 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.
- (3) The most we will pay under this Additional Coverage for each described premises in

any one occurrence is the **Emergency Alert System – Business Income** Limit of Insurance shown in the Schedule.

**IV. The CAUSES OF LOSS – SPECIAL FORM is amended as follows:**

**A. Section B. Exclusions is amended as follows:**

**1. The following is added to subparagraph 1.b. Earth Movement:**

However, this exclusion does not apply as respects covered "broadcast equipment" permanently attached to a vehicle, or to vehicles, excluding aircraft or watercraft, onto which mobile "broadcast equipment" is permanently installed.

**2. The following is added to subparagraph 1.g. Water:**

However, this exclusion does not apply as respects covered "broadcast equipment" permanently attached to a vehicle, or to vehicles, excluding aircraft or watercraft, onto which mobile "broadcast equipment" is permanently installed.

**3. The following Exclusion is added to subparagraph 1.:**

**Tuning and Retuning of "Towers" or Antennas**

However, this exclusion does not apply to the extent coverage is provided in the Tuning and Re-tuning Additional Coverage (as added by this endorsement).

**4. The following is added to Subparagraph 2.j.:**

However, this exclusion does not apply to mobile "broadcast equipment".

**V. The COMMERCIAL PROPERTY CONDITIONS is amended as follows:**

**A. The following condition is added:**

**Tower Modification Condition**

We will not pay for any loss or damage to "towers", if without our written consent, you materially change or modify the design or construction characteristics of a covered "tower".

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

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Authorized Representative