

## ENDORSEMENT

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

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

### PETROLEUM PRODUCTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS – SPECIAL FORM

The BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

- I. Subparagraph **b. Preservation Of Property** of Paragraph **4. Additional Coverages** of Section **A. Coverage** is deleted in its entirety and replaced by the following:

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 90 days after the property is first moved.

- II. Paragraph **4. Additional Coverages** of Section **A. Coverage** is amended to include the following Subparagraphs:

**A. Terminal Access Card Coverage (TAC Card)**

- 1. We cover the direct loss of your petroleum products you own or for which you are legally liable resulting from the unauthorized use of a terminal access card which has been lost by or stolen from a registered key or card holder.
- 2. A terminal access card means an imprinted card, key or other unlocking device for use by authorized persons to activate an otherwise locked petroleum product pump at the designated premises.
- 3. For the purpose of applying the deductible and the Limit of Insurance, each unauthorized or series of similar or related uses of a terminal access card will be considered to be one occurrence.
- 4. We will not pay for loss caused by, resulting from, contributed to, or made worse by dishonest or criminal acts by any of the following persons, whether acting alone or in collusion with others and whether or not occurring during working hours:
  - a. You;
  - b. Any of your partners or employees;
  - c. Any of your officers, directors, or trustees;
  - d. Any of your authorized representatives; or

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- e. Anyone to whom you entrust the terminal access card.

The most we will pay under this Additional Coverage is \$5,000, unless a higher limit is shown on the Declarations.

## **B. Wrongful Delivery of Petroleum Products**

We will pay for the direct loss of your petroleum products resulting from the delivery of:

1. your product into the wrong container; or
2. the wrong product

provided such product is thereby rendered unusable.

The most we will pay under this Additional Coverage is \$ 2,500, unless a higher limit is shown on the Declarations.

## **C. Surface Water**

1. We will pay for the direct loss of your Petroleum Products if such products are rendered unusable resulting from damage caused by "surface water".
2. For the purpose of this Additional Coverage, "surface water" means the following:
  - a. The unusual and rapid accumulation of water above the ground surface; and/or
  - b. Mudslide or mudflow resulting from the unusual and rapid accumulation of water above the ground surface.
3. However, there is no coverage if the water comes from inundation of normally dry land area due to the overflow of any body of water, or its spray, all whether or not driven by wind (including storm surge).

The most we will pay under this Additional Coverage is \$5,000, unless a higher limit is shown on the Declarations.

## **III. Paragraph 5. Coverage Extensions of Section A. Coverage is amended to include the following Subparagraph:**

### **Damage to Buildings from Theft, Burglary or Robbery**

You may extend the insurance that applies to your Business Personal Property to apply to direct physical loss or damage to:

- (1) that part of the building at the described premises that you occupy and which contains your Covered Property; and
  - (2) equipment within the building used to maintain or service the building at the described premises
- Caused by or resulting from any actual or attempted theft, burglary or robbery.

This Coverage Extension does not apply:

- a. To building equipment removed from the premises;

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- b. To glass, other than glass building blocks, or to lettering or ornamentation on glass;
- c. If you are not the building or equipment owner, unless you have a contractual obligation to insure such building or equipment.

We will pay nothing if others pay for the repairs or replacement.

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

Subparagraph a. of Paragraph 1. **Property in Transit** of Section F. **Additional Coverage Extensions** is deleted in its entirety and replaced by the following:

You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) while in due course of "transit", including loading and unloading. Your personal property in "transit" includes shipments within the Coverage Territory, including, while waterborne on inland or coastal waterways within or between the Continental United States, Alaska, or Canada. This coverage shall not apply to the property of others for which you are responsible as a carrier for hire, as a shipper, or hauler. We shall pay for those shipments of your personal property in the custody of a carrier under a shipping document.

For the purposes of this endorsement, "transit" means the shipment of Covered Property that:

- (1) Begins at the point of shipment to a specific destination;
- (2) Includes the ordinary reasonable and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment, including rest periods taken by driver(s);
- (3) Includes temporary storage at a terminal location, including while situated on or in the mode of transportation used for shipment of Covered Property, for up to 30 consecutive days; and
- (4) Ends upon the acceptance of the goods by or on behalf of the consignee at the specified destination.

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

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Authorized Representative

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