

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHOTOGRAPHY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Paragraph A.1.b.(2) Business Personal Property of Section I – Property is replaced by the following:

(2) The following property of others:

- (a)** Your employees' "photographic equipment" which is used in connection with the operation of your business as a photographer; and
- (b)** Property of others, other than property described in Paragraph **(a)** above, that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph **E.5.d.(3)(b)**;

B. The following is added to Paragraph A.5. Additional Coverages of Section I – Property:

a. Reward Payment

(1) We will reimburse you for rewards paid as follows:

- (a)** Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss of or damage to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:
 - (i)** Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
 - (ii)** The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.

(b) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

- (i)** Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
- (ii)** The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

(2) This Additional Coverage applies subject to the following conditions:

- (a)** An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
 - (i)** You or any family member;
 - (ii)** Your employee or any of his or her family members;
 - (iii)** An employee of a law enforcement agency;
 - (iv)** An employee of a business engaged in property protection;
 - (v)** Any person who had custody of the Covered Property at the time the theft was committed; or
 - (vi)** Any person involved in the crime.
- (b)** No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.

- (c) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

C. The following coverage extension is added to Paragraph **A.6. Coverage Extensions of Section I – Property**:

"Photographic Equipment" Off-premises

- (1) The insurance provided by this policy is extended to apply to any of the following equipment when used in connection with the operation of your business as a photographer:
 - (a) Covered "photographic equipment" that you own;
 - (b) Covered "photographic equipment" of others that is in your care, custody or control; and
 - (c) Covered employees' "photographic equipment";
while it is in the course of transit or at a premises you do not own, lease or operate.
- (2) The most we will pay under this Extension for loss or damage to covered "photographic equipment" is \$5,000 per item of "photographic equipment" and \$25,000 per occurrence. However, this Paragraph **C.(2)** does not apply to covered "photographic equipment" that is individually described in the Photography – Supplemental Photographic Equipment Schedule and that is subject to a scheduled Limit of Insurance in accordance with Paragraph **C.(3)** below.
- (3) The most we will pay, in any one occurrence, for loss or damage to covered "photographic equipment" individually described in the Photography – Supplemental Photographic Equipment Schedule is the Limit Of Insurance shown in the Schedule for that item.
- (4) Paragraph **A.6.b. Personal Property Off-premises – Coverage Extension** does not apply to property covered under this "Photographic Equipment" Off-premises coverage extension.

D. The following is added to Paragraph 1. of **C. Limits Of Insurance of Section I – Property** and applies to covered "photographic equipment" at the described premises or in the open (or in a vehicle) within 100 feet of the described premises:

Per-item Limit Of Insurance For Unscheduled "Photographic Equipment"

The most we will pay for loss of or damage to covered "photographic equipment" is \$5,000 per item of "photographic equipment". This limit does not apply to "photographic equipment" that is individually described in the Photography – Supplemental Photographic Equipment Schedule and that is subject to a scheduled Limit of Insurance in accordance with Paragraph **E.** below.

E. The following is added to Paragraph **C. Limits Of Insurance of Section I – Property** and applies to covered "photographic equipment" at the described premises or in the open (or in a vehicle) within 100 feet of the described premises:

Limit Of Insurance For Scheduled Photographic Equipment

The most we will pay, in any one occurrence, for loss or damage to covered "photographic equipment" individually described in the Photography – Supplemental Photographic Equipment Schedule is the Limit Of Insurance shown in the Schedule for that item.

The amounts of insurance applicable to covered "photographic equipment" individually described in the Photography – Supplemental Photographic Equipment Schedule and subject to a scheduled Limit of Insurance are in addition to the Limits of Insurance of **Section I – Property**.

F. If the Employee Dishonesty Optional Coverage is shown as an applicable coverage in the Declarations, the following is added to Paragraph **3. Employee Dishonesty** under **G. Optional Coverages of Section I – Property** and is subject to the provisions of that paragraph:

We will also pay for loss of or damage to "money", "securities" and "other property" sustained by your customer resulting directly from theft committed by an identified employee, acting alone or in collusion with other persons.

The property covered under this coverage is limited to property:

- a. That your customer owns or leases; or
- b. That your customer holds for others.

Coverage applies only while the property is:

- (1) Inside a Covered Building at the premises described in the Declarations;
- (2) Inside a building at your customer's premises;
- (3) At a photography job site; or
- (4) In the course of transit in connection with the operation of your business as a photographer.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this coverage must be presented by you.

G. For coverage provided under this endorsement, the following definitions are added to Paragraph H. Property Definitions of Section I – Property:

"Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy.

H. The following are added to Paragraph A. Coverages of Section II – Liability:

Failure To Deliver "Photographic Product" Coverage

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver "photographic product" to customers due to loss of or damage to photographic film or electronic media in connection with the operation of your business as a photographer. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for failure to deliver "photographic product" to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any failure to deliver and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph 6. below;
- (2) We will not pay for damages in any one occurrence until the amount of damages exceeds \$250. We will then pay the amount of damages in excess of \$250 up to the applicable Limit of Insurance for this coverage; and

- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Failure To Deliver "Photographic Product" Coverage.

- b. This Failure To Deliver "Photographic Product" coverage applies only to deliveries that should have taken place in the "coverage territory" and during the policy period.

- c. Paragraph B.1.I. **Damage To Your Product** Exclusion does not apply to **Failure To Deliver "Photographic Product" Coverage**.

- d. This coverage does not apply to loss or damage caused by:

- (1) Intentional error, intentional misdelivery, intentional erasure or intentional failure to deliver "photographic product".
- (2) "Bodily injury" or "personal and advertising injury".
- (3) "Property damage" other than loss of or damage to photographic film or electronic media in connection with the operation of your business as a photographer.
- (4) Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- (5) Errors or omissions in producing, manipulating or storing photographic film or electronic media.
- (6) Unauthorized instruction to transfer property to any person or any place.

- e. The **Supplementary Payments** provision applicable to the Bodily Injury, Property Damage and Personal And Advertising Injury Liability Coverages also applies to this **Failure To Deliver "Photographic Product" Coverage**.

- f. The most we will pay for the sum of all damages under this coverage because of failure to deliver "photographic product" is \$5,000 per "occurrence" and \$10,000 in any annual period starting with the beginning of the policy period shown in the Declarations.

g. With respect to the **Failure To Deliver "Photographic Product" Coverage**, the following replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph **E. Liability And Medical Expenses General Conditions of Section II – Liability**:

- (1) You must see to it that we are notified as soon as practicable of an event which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the event took place; and
 - (b) The name(s) and address(es) of the affected customer(s).
- (2) If a claim is made or "suit" is brought against any insured, you must:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) You and any other involved insured must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (b) Authorize us to obtain records and other information;
 - (c) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and

(d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of loss or damage to which this insurance may apply.

(4) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

I. For the purposes of the coverage provided by this endorsement, the following definitions are added to Paragraph **H. Property Definitions of Section I – Property** and Paragraph **F. Liability And Medical Expenses Definitions of Section II – Liability**:

1. "Photographic equipment" means property used in the course of producing, manipulating or storing "photographic product". This includes, but is not limited to, camera bodies and lenses, photographic lighting equipment and accessories (such as flash or strobe lighting, continuous or flood lighting, umbrellas, soft boxes and filters), meters, flash cards and other media storage, film, tripods and other supports (such as monopods and booms designed for use with cameras) and photographic backgrounds, film developing equipment, "computers" used to store or manipulate images, props, makeup kits, posing tools and shooting tables. However, "photographic equipment" does not include "photographic product".
2. "Photographic product" means still or moving images produced by a photographer for customers using photographic film or electronic media.