

GLASS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the following type of property:

Glass, as described in the Declarations or the Glass Coverage Schedule, including lettering and ornamentation that is also described.

2. Covered Causes Of Loss

a. Breakage Of Glass.

b. Chemicals accidentally or maliciously applied to glass.

3. Additional Coverages

a. Debris Removal

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss.

b. Temporary Plates

We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

c. Frames

We will pay for the necessary repair or replacement of the frames immediately encasing the damaged glass.

d. Removal of Obstructions

We will pay for expenses incurred to remove or replace obstructions when repairing or replacing the Covered Property. This does not include removing or replacing window displays.

4. Coverage Extension

Newly Acquired Glass

a. You may extend the insurance that applies to your Covered Property to apply to:

(1) Additional or changed glass that is the same type as described in the Declarations or the Glass Coverage Schedule:

(a) At the described premises; or

(b) At any location you acquire ownership or control of; and

(2) Lettering and ornamentation if it is specifically included for the same type of glass described in the Declarations or the Glass Coverage Schedule.

b. Insurance under this Extension for newly acquired glass will end when any of the following first occurs:

(1) This policy expires;

(2) 30 days expire after you acquire the property; or

(3) You report the glass to us.

We will charge you additional premium for glass reported from the date you acquire the property.

B. EXCLUSIONS

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. Fire

2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

3. War And Military Action

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. LIMITS OF INSURANCE

If a Limit of Insurance is shown for Glass in the Declarations or the Glass Coverage Schedule, the most we will pay for loss or damage to the glass in any one occurrence is the applicable Limit of Insurance.

Payments under the Additional Coverages are in addition to the Limits of Insurance, if any.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Glass Deductible shown in the Declarations or in the Glass Coverage Schedule. We will then pay the amount of loss or damage in excess of the Glass Deductible, up to the applicable Limit of Insurance, if any.

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance, if any. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (7) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

2. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the actual value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

3. Vacancy

a. Description of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner of a building, building means the entire building. Such building is vacant when 70% or more of its square footage:

(i) Is not rented; or

(ii) Is not used to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

(1) If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs, we will not pay for any loss or damage.

(2) This condition does not apply if an additional premium for Coverage for Vacant Buildings is shown in the Declarations or the Glass Coverage Schedule.

4. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b. below.

b. At the minimum cost of replacement with safety glazing material required by the enforcement of applicable statutes, ordinances or building codes.

F. OPTIONAL COVERAGE

If shown in the Declarations or the Glass Coverage Schedule, the following Optional Coverage applies separately to each item.

Loss Payment For Large Plates

In the event of loss or damage to Covered Property with a surface area of 100 square feet or more, at our option we may:

1. Replace the property with 2 or more glass plates with a combined surface area equal to the surface area of the described glass. The number of replacement plates will not exceed the number shown in the Declarations or the Glass Coverage Schedule for this Optional Coverage.

2. Pay you for the value of 2 smaller plates with a combined surface area equal to the surface area of the described glass. We will also pay the expense of alterations needed to install the smaller plates.