



MUNICIPAL PROPERTY INSURANCE COMPANY
9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

MPIC Quote

Proposal #: 48-10488-26-001

Agent: Jesse Furrer

Item I. Named Insured and Principal

Address:

Village of Kronenwetter
1582 Kronenwetter
Kronenwetter, WI 54455

Contact: Bobbi Birk-LaBarge

Phone: (715) 693-4200 x11

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 10/1/2025, and expires at 12:01 A.M., 10/1/2026.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Valuation	Deductible % Ded	TIV	Rate	Annual Premium
Building	Replacement Cost	\$1,000	\$19,726,962	.0873	\$17,222
Personal Property	Replacement Cost	\$1,000	\$1,498,144	.0873	\$1,308
Property in the Open	Replacement Cost	\$1,000	\$3,680,478	.0873	\$3,213
Contractors Equipment	New Replacement Cost	\$1,000	\$1,547,645	.22	\$3,405
> \$25,000					
Contractors Equipment	See Endorsement	\$1,000	\$521,643		\$0
< \$25,000					
Equipment Breakdown	With Sewer and Water or Utility	\$1,000	\$24,905,584	.0126	\$3,138
Pedestrian Bridges	See Endorsement	\$1,000	\$681,726	.0675	\$460
Schedule Attached					

Total Annual Premium

\$28,746

Billed to Insured

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form (Edition Date)	Description
MPIC 002Q(1123)	Declaration Pages
MPIC 002ENDT(1123)	Variable Coverage Schedules
MPIC 004(1123)	Statement Of Values
MPIC 004P(1123)	Statement Of Values - PITO
MPIC 004CE(1123)	Statement Of Values - Contractors Equipment
MPIC 508(1123)	Manuscript Endorsements
MPIC 001(1124)	Policy Form
MPIC 006(0419)	Joint Loss Agreement
MPIC 007(1123)	Loss Payable Endorsement
MPIC 008(0419)	TRIA Cap on Losses Endorsement
MPIC 205(1020)	Pedestrian Bridge Coverage Endorsement
MPIC 300(0120)	Contractors Equipment New Replacement Cost
MPIC-506(06/16)	Coverage of Computer-Related Losses Endorsement
MPIC 507(0117)	Equipment Breakdown Protection Coverage Endorsement
MPIC 510(0119)	Tax Lien Property Endorsement
MPIC 511(0419)	Leased Property Endorsement
MPIC 900(0620)	MPIC Claim Reporting Information
MPIC 901(0620)	Loss Reporting Form

DECLARATIONS
MUNICIPAL PROPERTY INSURANCE COMPANY
Variable Coverage Schedules

Pedestrian Bridge	
Bridges - Old Hwy 51 Multi-Use Path Bridge	\$411,119
Bridges - The Kronenwetter Drive Multi-Use Path Bridge	\$270,607
Total	\$681,726

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$24,905,584

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
001		MUNICIPAL CENTER/FIRE DEPT					
	001	MUNICIPAL CENTER/FIRE DEPT 1582 KRONENWETTER DR, KRONENWETTER,WI 54455	1980	2	35,334	\$8,021,682	\$928,142
	002	PARK & RECREATION BUILDING 1582 KRONENWETTER DR, KRONENWETTER,WI 54455		1	0	\$119,215	\$29,397
		MUNICIPAL CENTER/FIRE DEPT (001) Total				\$8,140,897	\$957,539
002		GAUGING STATION 1					
	001	GAUGING STATION 1 2361 TOWER RD, KRONENWETTER,WI 54455	1996	1	120	\$85,533	\$0
		GAUGING STATION 1 (002) Total				\$85,533	\$0
003		GAUGING STATION 2					
	001	GAUGING STATION 2 2302 OLD HIGHWAY 51, KRONENWETTER,WI 54455	1999	1	120	\$85,533	\$0
	002	GENERATOR BUILDING 3 2302 OLD HIGHWAY 51, KRONENWETTER,WI 54455	1999	1	195	\$117,015	\$0
		GAUGING STATION 2 (003) Total				\$202,548	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$24,905,584

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
004	WELL HOUSES						
	001	GENERATOR BUILDING 1 1979 LEA RD, KRONENWETTER,WI 54455	1996	1	195	\$209,842	\$0
	003	WELL HOUSE 1 1979 LEA RD, KRONENWETTER,WI 54455	1996	1	2,950	\$1,013,792	\$26,042
	005	Water Treatment Facility & Well #2 1979 Lea Road, KRONENWETTER,WI 5445	2025	1		\$2,514,576	\$0
		Property in the Open					\$81,136
		WELL HOUSES (004) Total				\$3,738,210	\$107,178
005	GENERATOR BUILDING 2						
	001	GENERATOR BUILDING 2 2201 TOWER RD, KRONENWETTER,WI 54455	1996	1	195	\$128,243	\$0
		GENERATOR BUILDING 2 (005) Total				\$128,243	\$0
006	VILLAGE GARAGE						
	001	FUEL STORAGE 1910 NORTH RD, KRONENWETTER,WI 54455		1	0	\$35,070	\$14,814
	002	NEW SALT SHED (ADD01) 1910 NORTH RD, KRONENWETTER,WI 54455	2015	1	4,800	\$497,347	\$0
	003	SALT SHED 1910 NORTH RD, KRONENWETTER,WI 54455		1	0	\$123,613	\$69,098
	004	VILLAGE GARAGE 1910 NORTH RD, KRONENWETTER,WI 54455	1955	1	10,160	\$1,195,393	\$370,377
		VILLAGE GARAGE (006) Total				\$1,851,423	\$454,289

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$24,905,584

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
007		SOCCER FIELD - STORAGE SHED					
	001	SOCCER FIELD - STORAGE SHED TOWER RD, KRONENWETTER,WI 54455		1	0	\$9,954	\$5,324
		Property in the Open					\$44,445
		SOCCER FIELD - STORAGE SHED (007) Total				\$9,954	\$49,769
008		KRONENWETTER COMMUNITY PARK - CONCESSION STAND					
	001	KRONENWETTER COMMUNITY PARK - CONCESSION STAND 1582 KRONENWETTER DR, KRONENWETTER,WI 54455		1	0	\$9,606	\$2,431
		Property in the Open					\$165,049
		KRONENWETTER COMMUNITY PARK - CONCESSION STAND (008) Total				\$9,606	\$167,480
009		BUSKA PARK					
	001	RESTROOMS BUSKA PARK, KRONENWETTER,WI 54455		1	0	\$145,423	\$12,719
	002	STORAGE SHED BUSKA PARK, KRONENWETTER,WI 54455		1	0	\$1,947	\$1,260
		Property in the Open					\$110,419
		BUSKA PARK (009) Total				\$147,370	\$124,398
010		YARD WASTE SITE - GARAGE					
	001	YARD WASTE SITE - GARAGE 4496 MARTIN RD, KRONENWETTER,WI 54455		1	0	\$54,630	\$19,096
		YARD WASTE SITE - GARAGE (010) Total				\$54,630	\$19,096

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$24,905,584

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
011		FRIENDSHIP PARK - SHELTER					
	001	FRIENDSHIP PARK - SHELTER 2350 SUNNY MEADOW DR, KRONENWETTER,WI 54455	2007	1	672	\$285,423	\$19,444
		Property in the Open					\$137,966
		FRIENDSHIP PARK - SHELTER (011) Total				\$285,423	\$157,410

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$24,905,584

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
012	LIFT STATIONS						
	001	LIFT STATION #1 2201 TOWER RD, KRONENWETTER,WI 54455	2006	1	0	\$319,334	\$0
	002	LIFT STATION #10 2500 SUSSEX PLACE, KRONENWETTER,WI 54455	2005	1	0	\$189,586	\$0
	003	LIFT STATION #11 1050 GLADE COURT, KRONENWETTER,WI 54455	2006	1	0	\$167,365	\$0
	004	LIFT STATION #2 1929 KIMBERLY RD, KRONENWETTER,WI 54455	2011	1	0	\$332,414	\$0
	005	LIFT STATION #3 2361 TOWER RD, KRONENWETTER,WI 54455	1996	1	0	\$196,067	\$0
	006	LIFT STATION #4 899 W NELSON RD, KRONENWETTER,WI 54455	2000	1	0	\$253,361	\$0
	007	LIFT STATION #5 1100 CEDAR RD, KRONENWETTER,WI 54455	1999	1	0	\$272,227	\$0
	008	LIFT STATION #6 2100 RIVER FOREST LN, KRONENWETTER,WI 54455	1999	1	0	\$246,185	\$0
	009	LIFT STATION #7 2302 OLD HWY 51, KRONENWETTER,WI 54455	1999	1	0	\$246,532	\$0
	010	LIFT STATION #8 1210 KRONENWETTER DR, KRONENWETTER,WI 54455	2001	1	0	\$272,227	\$0
	011	LIFT STATION #9 WEST RD & CTH X, KRONENWETTER,WI 54455	2003	1	0	\$216,324	\$0
	LIFT STATIONS (012) Total					\$2,711,622	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$24,905,584

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
013		GOODING PARK					
	001	GAZEBO , KRONENWETTER,WI 54455		0	0	\$1,157	\$0
	002	SHELTER W/ STONE FIREPLACE , KRONENWETTER,WI 54455		0	0	\$45,371	\$0
		Property in the Open					\$2,199
		GOODING PARK (013) Total				\$46,528	\$2,199
014		NORM PLAZA MEMORIAL PARK					
	001	SHELTER 24' X 24' , KRONENWETTER,WI 54455		0	576	\$16,667	\$0
		Property in the Open					\$46,644
		NORM PLAZA MEMORIAL PARK (014) Total				\$16,667	\$46,644
015		SEVILLE PARK					
	001	Shelter SEVILLE PARK, Kronenwetter,WI 54455		0	0	\$34,723	\$0
		Property in the Open					\$26,968
		SEVILLE PARK (015) Total				\$34,723	\$26,968
016		WATER TOWER					
	001	WATER TOWER 1688 PINE RD, KRONENWETTER,WI 54455	1996	1	0	\$1,581,859	\$0
		WATER TOWER (016) Total				\$1,581,859	\$0
017		TRAFFIC SIGNALS					
		Property in the Open					\$434,499
		TRAFFIC SIGNALS (017) Total				\$0	\$434,499

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$24,905,584

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
018		PITO AT VARIOUS LOCATIONS THROUGHOUT THE CITY					
		Property in the Open					\$2,631,152
		PITO AT VARIOUS LOCATIONS THROUGHOUT THE CITY (018) Total				\$0	\$2,631,152
019		Bridges					
	001	Old Hwy 51 Multi-Use Path Bridge , KRONENWETTER,WI 54455		0	0	\$411,119	\$0
	002	The Kronenwetter Drive Multi- Use Path Bridge , KRONENWETTER,WI 54455		0	0	\$270,607	\$0
		Bridges (019) Total				\$681,726	\$0
Building Subtotal							\$19,726,962
Contents Subtotal							\$1,498,144
Property in the Open Subtotal							\$3,680,478
Building, Contents and PITO Total							\$24,905,584

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
004	WELL HOUSES		
	PORTABLE GENERATOR		\$30,556
	PORTABLE PUMP		\$28,357
	SAFETY EQUIPMENT		\$22,223
	WELL HOUSES (004) Total		\$81,136
007	SOCCER FIELD - STORAGE SHED		
	BOUNCER ANIMAL		\$926
	BOUNCER SHOVEL		\$926
	FENCING CHAINLINK		\$15,047
	FENCING WOOD		\$6,019
	GOAL NETS		\$14,236
	HORIZONTAL LADDER		\$1,505
	PICNIC TABLES		\$1,273
	SWING		\$1,505
	TRASH RECEPTABLE		\$3,009
	SOCCER FIELD - STORAGE SHED (007) Total		\$44,445
008	KRONENWETTER COMMUNITY PARK - CONCESSION STAND		
	BACKSTOP		\$23,612
	BBQ , STEEL		\$694
	BENCH, ALUMINUM		\$579
	BENCH, WOOD		\$579
	BLEACHER, ALUMINUM		\$14,468
	BLEACHER, WOOD		\$1,505
	BOUNCER (ANIMAL & CAR)		\$1,852
	DUGOUT		\$23,612
	FENCING, CHAINLINK < 6'		\$12,153
	FENCING, CHAINLINK > 6'		\$12,963
	PICNIC TABLES		\$694
	PLAYSTRUCTURE MEDIUM		\$24,885

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	SCOREBOARD MEDIUM		\$44,445
	TRASH RECEPTABLE, CONCRETE		\$3,009
	KRONENWETTER COMMUNITY PARK - CONCESSION STAND (008) Total		\$165,049
009	BUSKA PARK		
	1/2 BASKETBALL COURT		\$1,968
	BACKSTOP (48')		\$7,871
	BLEACHER, ALUMINUM		\$6,945
	DUGOUTS		\$8,102
	FENCING, CHAINLINK < 6'		\$4,051
	FENCING, CHAINLINK > 6'		\$9,722
	JUNGLE GYM		\$14,815
	PARK BENCH, WOOD		\$579
	PICNIC TABLE		\$694
	SCOREBOARD		\$14,815
	SUNSET PARK PLAYSTRUCTURE		\$9,259
	TENNIS COURT		\$27,894
	TRASH RECEPTACLE		\$3,704
	BUSKA PARK (009) Total		\$110,419
011	FRIENDSHIP PARK - SHELTER		
	BORDER MATERIALS		\$5,324
	CONCRETE BENCHES		\$6,366
	CONCRETE PICNIC TABLES		\$18,635
	E-Z DIGGER ACCESSIBLE		\$926
	E-Z DIGGER STANDARD		\$926
	FENCING		\$22,454
	FLUTTER BY SPRING RIDER		\$926
	PLAYSTRUCTURE		\$64,932
	PLAYSTRUCTURE RUBBER MATS		\$1,620

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	SPRINGMATE CHIPMUNK		\$926
	SPRINGMATE TURTLE		\$926
	SURFACING MATERIAL, 240 CUBIC YARDS		\$8,796
	SWING UNIT ARCHED		\$5,208
	FRIENDSHIP PARK - SHELTER (011) Total		\$137,966
013	GOODING PARK		
	TRASH RECEPTACLE, CONCRETE		\$2,199
	GOODING PARK (013) Total		\$2,199
014	NORM PLAZA MEMORIAL PARK		
	BACKSTOP		\$7,871
	BASKETBALL GOAL, DOUBLE		\$3,472
	BBQ , STEEL		\$1,157
	BOUNCER ANIMAL		\$1,852
	NORM PLAZA PLAYSTRUCTURE, MEDIUM		\$17,130
	PARK BENCH, WOOD		\$579
	SIGNS		\$2,546
	SOCCER GOAL		\$4,745
	SWING BELT		\$1,968
	TABLES		\$3,125
	TRASH RECEPTABLE, CONCRETE		\$2,199
	NORM PLAZA MEMORIAL PARK (014) Total		\$46,644
015	SEVILLE PARK		
	BAR CLIMBER		\$810
	BOUNCER CAR & ANIMAL		\$1,852
	PARK BENCH, WOOD		\$1,273
	PICNIC TABLES		\$1,852
	PLAYSTRUCTURE, MEDIUM		\$17,130
	SWINGS		\$3,241
	VOLLEYBAL POSTS AND SAND COURT		\$810

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	SEVILLE PARK (015) Total		\$26,968
017	TRAFFIC SIGNALS		
	BACKPLATES SIGNAL FACE, 12" 3 SEC		\$463
	BACKPLATES SIGNAL FACE, 12" 35 SEC		\$810
	CABLE TRAFFIC SIGNAL, 21-41 AWG		\$6,482
	CABLE TRAFFIC SIGNAL, 3-14 AWG		\$231
	CABLE TRAFFIC SIGNAL, 5-14 AWG		\$347
	CABLE TRAFFIC SIGNAL, 7-14 AWG		\$463
	CONCRETE BASES TYPE 1		\$4,630
	CONCRETE BASES TYPE 2		\$2,199
	CONDUIT LOOP DETECTOR		\$3,357
	CONDUIT RIGID, NON-METALLIC 2"		\$14,005
	CONDUIT RIGID, NON-METALLIC 3"		\$9,607
	CONNECT TRAFFIC/RAILROAD SIGNAL		\$1,273
	CONTROL CABINET CONC BASE TYPE 6		\$1,852
	LOOP DETECTOR LEAD IN CABLE		\$4,514
	LOOP DETECTOR WIRE		\$1,736
	MRR/OLD 51 TRAFFIC SIGNAL #1		\$3,935
	MRR/OLD 51 TRAFFIC SIGNAL #10		\$7,986
	MRR/OLD 51 TRAFFIC SIGNAL #2		\$2,083
	MRR/OLD 51 TRAFFIC SIGNAL #3		\$5,787
	MRR/OLD 51 TRAFFIC SIGNAL #4		\$7,408
	MRR/OLD 51 TRAFFIC SIGNAL #5		\$1,042
	MRR/OLD 51 TRAFFIC SIGNAL #6		\$2,083
	MRR/OLD 51 TRAFFIC SIGNAL #7		\$7,639
	MRR/OLD 51 TRAFFIC SIGNAL #8		\$5,208
	MRR/OLD 51 TRAFFIC SIGNAL #9		\$4,051
	MRR/OLD 51 TRAFFIC SIGNAL CONTROLLER		\$134,609

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	PEDESTAL BASES		\$1,389
	POLES TYPE 2		\$3,125
	PULL BOXES STEEL 18" X 24"		\$1,852
	PULL BOXES STEEL 24" X 42"		\$4,398
	SIGNAL MOUNTING HARDWARE		\$1,736
	STOP SIGNS FOLDING		\$1,852
	TRAFFIC SIGNAL CONTROLLER 8 PH		\$37,501
	TRAFFIC SIGNAL FACES - NO LEFT TURN		\$7,871
	TRAFFIC SIGNAL FACES - NO RIGHT TURN		\$7,871
	TRAFFIC SIGNAL FACES 3-12" HORIZONTAL		\$1,736
	TRAFFIC SIGNAL FACES 3-12" VERT		\$3,472
	TRAFFIC SIGNAL FACES 5-12" VERT		\$9,375
	TRAFFIC SIGNAL STANDARDS, 13'		\$810
	TRAFFIC SIGNAL STANDARDS, 15'		\$1,736
	TRAFFIC SIGNALS		\$112,618
	TRANSFORMER BASES		\$926
	TROMBONE ARMS 20'		\$2,431
	TRAFFIC SIGNALS (017) Total		\$434,499
018	<i>PITO AT VARIOUS LOCATIONS THROUGHOUT THE CITY</i>		
	EMERGENCY WARNING SIREN		\$24,885
	EMERGENCY WARNING SIREN		\$24,885
	EMERGENCY WARNING SIREN- 40'		\$24,885
	Fire Hydrants 519 @ \$4,500 ea.		\$2,406,032
	MAPLE RIDGE INTERCHANGE CONTROLLER		\$7,523
	MAPLE RIDGE INTERCHANGE DOUBLE LAMP		\$31,251
	MAPLE RIDGE INTERCHANGE SINGLE LAMP		\$17,477
	MAPLE RIDGE INTERCHANGE SINGLE LAMP		\$45,256
	MAPLE RIDGE INTERCHANGE SINGLE LAMP W/ 15' AR		\$10,533

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	MRR/ OLD 51 DOUBLE LAMP		\$10,417
	PARK & RIDE CONTROLLER		\$6,134
	PARK & RIDE LIGHTS		\$21,875
	PITO AT VARIOUS LOCATIONS THROUGHOUT THE CITY		\$2,631,152
	(018) Total		

PROPERTY IN THE OPEN TOTAL	\$3,680,478
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CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
1980 WATEROUS MINI PUMP MODEL:BB1037360		\$15,881
1987 ROSCO COMPACT ROLLER, MODEL:ROLLPACLLL		\$9,528
1989 SULLAIR DIESEL COMPRESSOR, MODEL:185Q		\$15,881
1990 MB COMPANIES BROOM FOR LOADER, MODEL:TKH		\$13,500
1992 TIGER GRASS CUTTING TRACTOR, MODEL:SPECIAL S610		\$55,583
1996 HYSTER XL80 FORK LIFT		\$13,273
1998 EAGLE FRESH AIR COMPRESSOR, MODEL:E005H2		\$23,822
2001 BEAVER CULVERT STEAMER MODEL:BS/300, 0/3500		\$42,879
2001 INTERSTATE EQUIPMENT 12 TON TRAILER, MODEL:24DT		\$11,117
2002 BADGER BUCKET LOADER 4 IN 1, MODEL:938G		\$11,913
2002 WAUSAU PLOW 10' FOR CAT LOADER MODEL:HSS4212H		\$15,881
2002 WAUSAU WING FOR CAT LOADER, MODEL:DW10		\$7,939
2003 CAT LOADER MODEL:938G		\$222,330
2004 CAT LOADER FORKS 6' MODEL:1504288		\$8,258
2004 CATERPILLAR BULLDOZER MODEL:D5GXL		\$113,057
2005 STAINLESS & REPAIR CUSTOM BUILT, WATER TANK		\$19,461
2005 SWENSON UNDER TAILGATE SANDER, MODEL:SBD9559		\$4,402
2005 UNIVERSAL PATROL WING, MODEL:AHW PDF10TE		\$10,011
2005 UNIVERSAL REVERSIBLE PLOW, MODEL:BH12		\$11,641
2006 MACLANDER TRAILER PARKS		\$12,726
2007 MULE TRAILER MODEL 7814ST		\$5,302
2007 MULE TRAILER MODEL:7814ST		\$4,136
2007 NEW HOLLAND TRACTOR MODEL:TC40DA AND ATTACHMENTS ADDED INCLUDING \$7,000 SNOWBLOWER ATTACHMENT		\$59,894
2007 SWENSON SANDER BOX FOR STERLING, MODEL:SBD9559		\$24,915
2007 UNIVERSAL PLOW FOR 2007 STERLING MODEL:BH12		\$24,915
2007 UNIVERSAL WING FOR 2007 STERLING, MODEL:AHW-PDFIDTE		\$24,915
2008 VOLVO WHEELED EXCAVATOR MODEL : EW180C		\$307,137
2009 ATTACHMENTS FOR JOHN DEERE LOADER: FALLS LSDL-10A WING		\$5,302
2009 ATTACHMENTS FOR JOHN DEERE LOADER: FORKS		\$8,484
2009 ATTACHMENTS FOR JOHN DEERE LOADER: MB BROOM		\$13,786
2009 ATTACHMENTS FOR JOHN DEERE LOADER: UNIVERSAL BH- 12-43L REVERSIBLE SNOWPLOW		\$8,802
2009 GRACO LINE PAINTER		\$11,270
2009 JD 624K JOHN DEERE WHEEL LOADER		\$273,432
2013 BEAVER PRESSURE WASHER		\$8,155
2013 HENDERSON TAILGATE MATERIAL, SPREADER MODEL:TGS- 9SS		\$7,528
2013 JOHN DEERE IRON MID MOUNT SIDE DISCHARGE		\$3,262
2013 JOHN DEERE TRACTOR MOWER, MODEL:1023E		\$12,546
2013 LOADMASTER ALUMINUM TRANSPORT, TRAILER MODEL:UTT712A		\$3,262
2013 RASCAL BASEBALL INFIELD DRAG, MODEL:IR-PR055		\$3,763
2013 UNIVERSAL 12 REVERSIBLE PLOW FOR MACK MODEL:CST12- 43		\$10,036
2013 UNIVERSAL FRONT SNOW WING MOUNT, FOR MACK MODEL:AHW/UG-F		\$9,410
2014 LOAD TRAILER		\$3,763
2015 SPAULDING HOT BOX PATCHER		\$37,118
2016 HYDROLIC VALVE EXERCISOR		\$8,484
2016 JOHN DEERE XUV 825I, 1M0825GECGM116267 WITH ATTACHMENTS		\$22,633
2016 SWENSON SBD-9 EXT TAILGATE SPREADER		\$5,302
2016 UNIVERSAL BH-12-43L REVERSIBLE SNOWPLOW		\$8,272

CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
2016 UNIVERSAL UNITILT 10' WING		\$8,802
2019 ROLLER 1.5 TON BOMAG BW900-50		\$15,271
2020 BOBCAT SKID STEER T66, S/N: B4SB12586 W/ ATTACHMENTS - FORKS & SNOWBLOWER		\$94,637
2021 CATERPILLAR GRADER, MODEL #140-15AWD, S/N #0EB300348		\$314,317
2022 JOHN DEERE LAWNMOWER 1550 TERRAINCUT		\$27,261
2022 SWENSON SBD-9 EXT TAILGATE SPREADER		\$5,302
2022 UNIVERSAL BH-12-43L REVERSIBLE SNOWPLOW		\$8,802
2022 UNIVERSAL UNITILT 10' WING		\$8,272
2023 B-B BEHNKE TILT BED TRAILER		\$11,666
JOHN DEERE LAWNMOWER X320		\$10,605
LARGE SNOWBLOWER		\$0
MODEL:5-2000 SN17998		\$8,232
SEWER JETTER MODEL HV2060TR/L, S/N WMTR 9214857		\$1,214
SHOULDER MACHINE		\$0
CONTRACTOR'S EQUIPMENT ≥ \$25,000		\$1,547,645
CONTRACTOR'S EQUIPMENT < \$25,000		\$521,643
CONTRACTOR'S EQUIPMENT TOTAL		\$2,069,288

MUNICIPAL PROPERTY INSURANCE COMPANY
Endorsement Change Form

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

MUNICIPAL PROPERTY INSURANCE COMPANY

TABLE OF CONTENTS

SECTION I - PERILS "COVERED"	2
SECTION II – DEDUCTIBLE	2
SECTION III - AMOUNT OF COVERAGE	2
SECTION IV - "COVERED" PROPERTY; LIMIT OF COVERAGE	2
SECTION V - PROPERTY NOT "COVERED"	10
SECTION VI - LOSSES EXCLUDED	10
SECTION VII - BASIS OF RECOVERY	12
SECTION VIII - CONDITIONS	13
SECTION IX - DEFINITIONS	16
SECTION X - DEFINITION OF "CONTRACTORS EQUIPMENT"	20

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

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

Throughout this policy, the words “you” and “your” refer to the Named Insured shown on the Declarations page. The words “we”, “us” and “our” refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of “Contractors Equipment”.

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, “Property in the Open” schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS “COVERED” Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each “occurrence”.

If more than one coverage under this policy applies to the same “occurrence”, then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to “buildings”, personal property regardless of its location, and “Property in the Open”:

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, “buildings”, personal property, and “Property in the Open”, are subject to an “occurrence” limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

- A. “Buildings” and structures listed on the Statement of Values.
- B. Non-Owned Property. “Buildings” and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.
- C. Personal property you own or are legally responsible for insuring.
- D. “Property in the Open”. The amount we will pay for “Property in the Open” is limited to \$10,000 per “occurrence”. However, this \$10,000 limitation per “occurrence” does not apply to items listed separately on the Statement of Values “Property in the Open” detail list.

- E. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:
1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.
 2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.
- F. The cost of removing debris when "covered" property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:
1. To extract "pollutants" or "contaminants" from land or water; or
 2. To remove, restore or replace land or water containing or affected by "pollutants" or "contaminants"; or
 3. For asbestos cleanup, removal or abatement.
- G. The cost to repair or replace foundations of "buildings", structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.
- The most we will pay for any "occurrence" under this section is \$250,000.
- H. The cost of excavation, grading or filling related to an "occurrence", the most we will pay under this coverage is \$50,000.
- I. Lawns, trees, shrubs, and plants if within 100 feet of an insured "building". The amount we will pay is limited to \$500 for any one tree, shrub, or plant and \$1,000 for lawn damage up to a maximum of \$25,000 per "occurrence"
- J. "Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of \$25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is "covered" the same way as your other personal property. See Section IV.C.

Coverage, in excess of the \$25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

EXCEPTION: Contractors Equipment that is not-owned, and has been rented, borrowed or leased for a period of 180 days or less, and you are contractually responsible for insuring, is considered scheduled "Contractors Equipment", for the period of use, provided your interest is not covered under any other policy of insurance.

- K. "Valuable Records" that are your property or property of others in your care, custody, or control.

We will also pay for:

1. Expenses necessary to research and recreate lost "valuable records"; and
2. Expenses necessary for transcribing or copying lost "valuable records" from available secondary sources.

We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

- L. Employees' Personal Property. We will cover personal property owned by your employees while on your premises if that employee's property is not covered by other insurance. The maximum coverage for property owned by any one employee is \$500. The coverage limit for each "occurrence" is \$10,000.
- M. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is \$10,000.
- N. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

We will pay "Extra Expense" to allow you to continue "operations" at:

- 1. Your insured premises; or
- 2. Replacement premises; or
- 3. Temporary premises you use while your insured premises are being restored.

Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

- O. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.
- P. Remodeling and repairs to existing buildings listed on the Statement of Values, unless the work involves an increase in square footage or a change in the footprint of the building or foundation.
- Q. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000 feet of a covered "building" when loss of or damage to the cable is caused by a "covered" peril.
- R. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:
 - 1. Contamination by a refrigerant; or
 - 2. Temperature change due to:
 - a. Mechanical breakdown or failure of refrigeration systems;
 - b. Burning out of electric motors;
 - c. Blowing of fuses or circuit breakers;
 - d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or
 - e. Complete or partial lack of power to operate the refrigeration systems.
- S. Ordinance or Law Coverage.

Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to \$10,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct "covered" property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a "covered" "building" or structure caused by enforcement of or compliance with any ordinance or law that:
 - a. Requires the demolition of parts of the same "building" or structure not damaged by an insured peril;
 - b. Regulates the construction or repair of "buildings" or structures, or establishes zoning or land use requirements at the described premises; and
 - c. Is in force at the time of loss or damage.
2. The following conditions apply to this coverage and must be met before we will make payment:
 - a. You must actually repair or replace the "covered" property; and
 - b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.
3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.
5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the "building" or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:
 - a. For a "historical building":
 - 1) The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
 - 2) The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style.
 - b. For all other "covered" "buildings" or structures, the cost of repairing or rebuilding at the same site a "building" or structure of the same height, square footage, style and quality as the "covered" property at the time of the loss or damage.
6. If the property is not repaired or replaced, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the "actual cash value" of the "covered" property at the time of the loss or damage.
7. We will not pay for the cost of compliance with any ordinance or law that requires:

- a. Repairing, remediating, or tearing down property due to “contaminants” or “pollutants” or resulting from the presence or spread of “fungus”, wet or dry rot, viruses, bacteria, or other microorganisms; or,
- b. Testing for, monitoring, or cleaning up “pollutants”, “contaminants”, wet or dry rot, “fungus”, viruses, bacteria, or other microorganisms.

T. Limited Coverage for Unscheduled “Buildings”

For unscheduled “buildings” not on the Statement of Values, coverage will be provided up to \$1,000,000 for a covered loss.

It is a condition of this coverage that the “buildings” be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled “buildings” back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the “buildings” unscheduled; or
2. The insured could have discovered with reasonable diligence that the “buildings” had unintentionally been left unscheduled.

This provision does not apply to “buildings” or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O. in this policy.

U. Electronic data processing equipment, “electronic data” and “computer programs” consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;
2. Your “electronic data”, “computer programs” and similar property of others for which you are legally liable.
3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to “electronic data”.
4. We will also pay for:
 - a. Expenses necessary to research and recreate lost “electronic data”;
 - b. Expense for copying lost “electronic data” from available secondary sources.
5. We will not cover:
 - a. “Electronic data” or “computer programs” which cannot be replaced with others of the same kind or quality;
 - b. Losses caused by errors, omissions, or negligence in processing or copying; or,
 - c. Accounts that are your records of accounts receivables.

V. Fire Department Charges.

We will reimburse you for charges of fire departments involved in containing a fire or other “covered” loss to which this insurance applies. No deductible applies to this reimbursement.

W. Asbestos Cleanup, Abatement and Removal.

We will pay up to \$5,000,000 for your expense to clean up, abate, or remove from "covered" property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.
2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.
3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.
4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

X. Service Dogs and Horses.

Service dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For service dogs and horses that are destroyed in the scope of their duties, we will pay for the cost to replace the dog or horse and the cost of any necessary training.
2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. We will not pay the cost of treatment and care to treat and prevent disease. This coverage does not apply to mortality, injury, or sickness from causes outside the scope of duties of the service dog or horse.

The maximum amount we will pay per service dog or horse is the lesser of \$50,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the service dog or horse. A deductible of \$1,000 will apply to this coverage on a per "occurrence" basis.

- Y. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is \$50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

- Z. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is \$250,000.

AA. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".
2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:
 - a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;

- b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and
 - c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.
3. We will pay no more than \$25,000 for each "covered" loss under Paragraph 2. We will pay no more than \$50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than \$25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.
 4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section III – Amount of Coverage**. We will not pay more than the limits set forth in **Section III – Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses "covered" under **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The "specified causes of loss" definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is "covered" under Paragraph B. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

BB. "Fine Arts". We will only provide coverage for "Fine Arts" subject to the following:

1. We will not pay more than \$50,000 for any one "Fine Arts" unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.
2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:
 - a. \$50,000;
 - b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or
 - c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.
3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

CC. "Flood". We will provide coverage for loss due to "flood", subject to the following limitations:

1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100-year flood plain with a prefix of "A" or "V" – as specified and defined by the National Flood Insurance Program (NFIP).

The most we will pay under this Coverage is \$5,000,000 per policy period.

DD. "Pollutants" or "Contaminants". We will pay no more than \$2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is \$2,000,000 for all "specified causes of loss".

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

EE. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a \$1,000 deductible per occurrence regardless of any other applicable deductible.

FF. We will pay not more than \$5,000,000 per policy period for:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
3. Landslide, meaning the rapid downward movement of a mass of rock, earth or artificial fill on a slope.
4. Mine Subsidence, meaning lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal, clay limestone and fluorspar mines.

All Earthquake shocks, Volcanic Eruptions, Landslides or Mine Subsidence ground movements that occur within any 168-hour period will constitute a single Earthquake, Volcanic Eruption, Landslide or Mine Subsidence.

The following additional exclusions apply to this coverage:

1. This insurance for Earthquake, Volcanic Eruption, Landslide and Mine Subsidence does not apply to, or modify any limits or deductibles that apply to:
 - a. The insurance otherwise provided for loss or damage by fire or explosion that results from an Earth Movement, other than Volcanic Eruption, and for loss or damage by fire, building glass breakage or "volcanic action" that results from a Volcanic Eruption; or
 - b. Any other Insurance provided for loss or damage to which Earth Movement exclusion does not apply.
2. This insurance will not pay for loss or damage caused by or resulting from any Earthquake, Volcanic Eruption, Landslide or Mine Subsidence that begins before the inception of this insurance.
3. This insurance does not apply to the cost of restoring or remediating land or to loss resulting from the time required to restore or remediate land.

GG. We will pay not more than \$100,000 per policy period for damage caused by water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

EXCEPTION: Coverage for sewer, septic system or sump pump backup that is contained within a "building" or structure are covered up to the policy coverage limit.

SECTION V – PROPERTY NOT "COVERED"

The following are not "covered" property unless specifically added or endorsed to this policy:

- A. Land, water, crops, and standing or cut timber, wherever located.
- B. Cost of excavation, grading or filling not related to an "occurrence".
- C. Underground and buried cables, pipes, flues or drains, underground storage tanks and tunnels including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a "covered" "building" or structure. Coverage is provided for underground and buried pipes, flues or drains that are:
 - 1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or
 - 2. Part of a geothermal heating and cooling system.
- D. Those portions of sidewalks, bridges (including roadway/vehicular bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a "covered" "building" or structure, except for bridges that are:
 - 1. Bridges used exclusively for pedestrian traffic.
- E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.
- F. Railroads, meaning trackage, beds, ties and railroad bridges.
- G. Aircraft, except for drones, and vehicles licensed for road use.
- H. Animals and livestock, except for service dogs and horses.
- I. "Money" and "securities", including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.
- J. Overhead or suspended transmission, distribution, or conductor lines of all types.
- K. "Buildings" and structures, including property contained within a "building" or structure, "vacant" for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or "water damage", unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils "covered", loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and "Property in the Open" within 1,000 feet of the "vacant" building.

SECTION VI – LOSSES EXCLUDED

A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:

1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; "malicious programming"; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.
2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.
3. Dishonest or criminal act committed by you or any "employee(s)" acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a "specified causes of loss", we will pay for the loss or damage caused by that "specified causes of loss".
4. Release, emission, leakage or spreading of "pollutants" or "contaminants", subject to the following:
 - a. This exclusion does not apply:
 - 1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or
 - 2) To chemical damage to glass;
 - b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.
5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:
 - a. Fire;
 - b. Combustion explosion; or
 - c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.
6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.
7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.

EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
8. Animal or insect nesting, infestation, or waste.
9. Any loss arising out of any act committed:
 - a. By or at the direction of an insured; and

- b. With the intent to cause a loss.

10. Interruption of utility services related to overhead transmission lines or satellites

B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.

1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.
2. Wet rot, dry rot, or "fungus". But we will pay for loss or damage caused by:
 - a. "specified causes of loss" that resulted from wet rot, dry rot or "fungus";
 - b. fire; or
 - c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**
4. "Flood", including spray from any "flood", whether driven by wind or not, unless otherwise provided under **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE.**
5. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.
6. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property "covered" by Section IV of this policy shall be based upon "replacement cost" (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

- A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:
 1. The policy limits of your coverage under this agreement.
 2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.
 3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 4. The "actual cash value" of the property at the time of loss or damage unless it is repaired or replaced subject to the following.

- a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value".
 - b. If you receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or
 - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- B. With respect to a "historical building", our liability for "covered" loss or damage shall not exceed the lesser of the following amounts:
1. The policy limits of your coverage under this agreement.
 2. If the "historical building" is a total loss:
 - a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
 - b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.
 3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.
 4. The "actual cash value" of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:
 - a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value."
 - b. If "you" receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or.
 - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- C. The most we will pay for "cosmetic damage" from a "covered" peril, shall not be more than 5% of the "actual cash value" of the damage, subject to the following:
1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.
 2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.
 3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

- A. **Other Insurance.** If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.
- B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

- 1. The premium has not been paid when due;
- 2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,
- 3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or
- 4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

- C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

- 1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- 2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

- D. **Change in Use or Occupancy.** If your use or occupancy of any “building” or structure “covered” by this policy changes, you must notify “us” of such change in use or occupancy at renewal.
- E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and

failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

F. **Options.** In the event of a loss or damage to “covered” property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged “covered” property; and/or
2. Retain salvage rights to the damaged “covered” property.

G. **Abandonment.** There may be no abandonment of any property to us.

H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.

K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

1. The terms of the property coverage have been fully complied with; and
2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. No Benefit To Bailee:

No one, other than the policyholder, who has custody of the "covered" property is entitled to the benefits of this policy.

P. Inspections and Surveys. You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. Duties In The Event Of Loss or Damage

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 including 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. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
6. 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.
7. 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.
8. Cooperate with us in the investigation or settlement of the claim.
9. 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.

SECTION IX – DEFINITIONS

- A. "Actual cash value" means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.
- B. "Builders risk property" means:
1. "Buildings", structures or "Property in the Open" in the course of construction;
 2. "Building materials";
 3. Foundation of a "building", structure or "Property in the Open" in the course of construction;
 4. Addition to an existing "building", structure or "Property in the Open";
 5. Temporary structures built or assembled on the premises", including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the "builders risk property"; and
 6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.
- C. "Building" or "buildings" means:
1. Any structure that exhibits two or more of the following characteristics;
 - a. Structural walls and roof covering
 - b. Some form of permanent foundation (post, block, slab or sub-grade)
 - c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)
 2. Completed additions;
 3. Permanently installed fixtures, machinery and equipment;
 4. Communication towers 100 feet or greater in height;
 5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;
 6. Lift stations, wells or pumping locations;
 7. Permanent water storage tanks and towers;
 8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;
 9. Gas reduction or odorizing stations; or
 10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.

- D. "Building materials" means unattached materials and supplies, fixtures and machinery, and equipment used to service the "buildings", structures or "Property in the Open" that are intended for use in the construction or occupancy of the "buildings", structures or "Property in the Open". "Building materials" also includes "building materials" in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the "building", structure or "Property in the Open" if not covered by other insurance.
- E. "Computer program(s)" means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.
- F. "Contaminants" means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property's usefulness.
- G. "Cosmetic Damage" means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.
- H. "Covered" means insured by us under this policy.
- I. "Electronic data" means facts, information, documents, records or "computer programs" stored on, used on, or transmitted to or from electronic devices, equipment or media.
- J. "Employee(s)" means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.
- K. "Extra Expense" means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your "operations", over and above the total cost that would normally have been incurred to conduct your "operations" during the same period had no damage or destruction occurred.
- L. "Fine Arts" means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.
- M. "Flood" means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:
1. Overflow of inland or tidal waters; or
 2. Unusual and rapid accumulation or runoff of surface waters from any source; or
 3. Mudflow; or
 4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.
- N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.
- O. "Historical building" means any "building" or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.
- P. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system. that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system.

- Q. "Money" means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).
- R. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.
- S. "Operations" means the performance of your functions and duties at the insured premises.
- T. "Property in the Open" means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.
- U. "Pollutants" means largely undesirable substances, irritants, "contaminants", chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.
- V. "Replacement Cost" means the cost to repair or replace (new) the property with like kind and quality.
- W. "Securities" means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.
- X. "Sinkhole collapse" means the abrupt settlement, systematic weakening or collapse of the land supporting a covered "building" that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered "building" or its foundation.
- Y. "Specified causes of loss" means the following: upset, collision, impact, or overturn of aircraft or vehicles; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; vandalism; volcanic action; "water damage"; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to "Property in the Open" or to the interior of a "building" or its contents if the exterior of the "building" remains undamaged by the falling objects.
- Z. "Vacant" means:
1. Unoccupied or unused "building" for more than sixty (60) consecutive days
 2. If you are a tenant of a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business "operations".
 3. If you are an owner or general lessee of a "building", less than 31 % of the total square footage of your "building" is used by an owner, a lessee, or a sub-lessee to conduct its normal business "operations".
- "Buildings", units, suites or structures under construction or renovation are not considered "vacant".
- A suspension of "operations" or period of inactivity during part of each year which is usual and incidental to the described occupancy of the "building", unit, suite or structure shall not be deemed "vacant".
- Change of occupancy shall be recognized by us only if formal action changing the occupancy of the "building", unit, suite or structure was taken by your governing board prior to the loss.
- AA. "Valuable Records" means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. "Valuable Records" does not mean your accounts receivables, "money" or "securities".

BB. "Water damage" means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. "Water damage" does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the \$25,000 provided in **Section IV.J**:

Airport Equipment	Farm Equipment	Portable Equipment
Aircraft Servicing Equipment	Balers	Compactors Compressors
Fire Fighting Equipment	Combines	Excavators Generators
Snow Removal	Cultivators	Pumps Scales
Equipment	Harvesters	Stages Tanks
Asphalt/Concrete Plants	Haybines	Turbines Water Blaster
All-Terrain Vehicles	Planters	Pulvi-Mixers
Augerminer	Spreaders	Railroad Equipment
Back Hoes	Forklifts	Railroad Cars
Boats/Motors	Golf Carts	Railroad Engines
Booster Heaters	Grinders	Track Service Vehicles
Boring Machines	Hauling Equipment (off Highway)	Road Equipment
Brush Burners	End Dumps	Flushers Graders
Cement Mixers	Hoisting Machines	Oilers Scrapers
Chippers	Honey Wagons	Rollers Sweepers
Choppers	Hydraulic Breaker	Spreaders Shoulder Machines
Compaction Equipment Pneumatic	Lake Treatment Equipment	Robots
Rollers	Barges	Rock Pickers
Steel Wheel Rollers	Lake Sprayers	Road Wideners
Tamping Compactors	Weed Harvesting Equipment	Sand Blasters
Vibratory Compactors	Leaf Suckers	Seeders
Concrete Saws	Lifts	Sewer Jetters
Conveyors	Loaders	Sewer Rodders
Core Drill	Mowers	Shovels
Cranes	Mulchers	Sludge Trucks
Crack Melter	Painting Machines	Sludge Injectors
Crushing & Aggregate	Paving Equipment	Snow Grooming Equipment
Discs	Base Plants Finishers	Snow Blowers
Ditchers	Distributors Mixers	Snowmobiles
Draglines	Profilers Plants	Sprayers
Drones	Rippers Screeners	Street Sweepers
Earth Moving Equipment	Spreaders Surge Bins	Stump Cutters
Crawler Loaders	Scarifiers Asphalt Heaters	Stump Pullers
Loader - Backhoes	Tar Kettles Tumblers	Surge Bins
Motor Graders	Transit Mixers	Tractors (including riding lawnmowers)
Motor Scrapers	Personal Watercraft	Trailers
Rubber-Tired Loaders	Pile Driving Equipment	Tree Movers/Planters
Wheel Tractors	Pipeline Equipment	Valve Operator
End Loader Type	Plow Blades	*Vehicles
Equipment Derricks	Plow Wings	Water Wagons
Equipment Excavating		Welders
Excavators		Windrow Eliminators
		Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY

JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY

LOSS PAYABLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

Loss, if any, shall be adjusted with the Named Insured and shall be payable to the Named Insured and the Loss Payee, as indicated below, as their interests may appear:

Name and address of Loss Payee:

Per schedule on Declarations Page, MPIC-002LP(11/23)

Named Insured:

Per Declarations Page attached.

MUNICIPAL PROPERTY INSURANCE COMPANY
CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY PEDESTRIAN BRIDGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001 .

With respect to “pedestrian bridges” scheduled in the Declarations page the following change applies:

Item E. of **SECTION V – PROPERTY NOT COVERED**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001** is replaced with the following:

- E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden. Except for:

Bridges used exclusively for pedestrian traffic and that are scheduled specifically for this coverage are covered property with respect to damage caused by:

1. Impact of watercraft;
2. The pressure or weight of ice or water, whether driven by wind or not

MUNICIPAL PROPERTY INSURANCE COMPANY
CONTRACTORS EQUIPMENT
NEW REPLACEMENT COST COVERAGE ENDORSEMENT

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to "contractors Equipment".

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

- (1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the "replacement cost" basis in a written contract.

For "contractors equipment" on the statement of value, we will pay the current "replacement cost" at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

MUNICIPAL PROPERTY INSURANCE COMPANY COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT

This endorsement modifies coverage provided under:

Municipal Property Insurance Company Policy MPIC-001

We will pay up to \$25,000 for the cost to recover or replace your "electronic data" due to loss caused by the following:

- A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.
- B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.
- C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

- A. Governmental action relating to, or seizure of, the affected property.
- B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.
- C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

- A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction or slowing down of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

- C. "Period of recovery" means the period of time that:
- a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and
 - b. Ends on the earlier of:
 - i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or
 - ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.
 - c. The expiration date of this policy will not cut short the "period of recovery."

EQUIPMENT BREAKDOWN PROTECTION COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 Municipal Property Insurance Company.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F-Definitions.

A. Coverage

1. Covered Cause of Loss

Covered Cause of Loss is a "Breakdown" to "Covered Equipment."

2. Coverages Provided

The following coverages are provided; each of the following coverages is provided and apply only to that portion of the loss or damage that is a direct result of a Covered Cause of Loss:

a. Property Damage

We will pay for direct damage to "Covered Property" located at the premises described in the Declarations.

b. Expediting Expenses

With respect to direct damage to "Covered Property" we will pay for the extra cost you necessarily incur to:

(1) Make temporary repairs; and

(2) Expedite the permanent repairs or replacement of the damaged property.

c. Business Income And Extra Expense

(1) We will pay:

(a) Your actual loss of "Business Income" during the "Period of Restoration"; and

(b) The "Extra Expense" you necessarily incur to operate your business during the "Period of Restoration."

We will consider the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown" in determining the amount of our payment.

(2) If you have coverage for "Business Income" and "Extra Expense" and:

- (a) If you have coverage for Ordinance or Law, then the "Period of Restoration" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.
- (b) If "Media" is damaged or "Data" is lost or corrupted, we will pay your actual loss of "Business Income" and/or "Extra Expense" during the time necessary to:
 - (i) Research, replace or restore the damaged "Media" or lost or corrupted "Data"; and
 - (ii) Reprogram instructions used in any covered "Computer Equipment."

There shall be no coverage for any "Media" or "Data" that we determine is not or cannot be replaced or restored.

Unless a higher limit is shown in the Declarations, we will pay the lesser of your actual loss of "Business Income" and/or "Extra Expense" up to 30 days after the "Period of Restoration" or \$25,000.

d. Spoilage Damage

- (1) We will pay for the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
 - (a) The raw materials, property in process or finished products must be in storage or in the course of being manufactured;
 - (b) You must own or be legally liable under written contract for the raw materials, property in process or finished products; and
 - (c) The spoilage damage must be due to the lack of excess of power, light, heat, steam or refrigeration.
- (2) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Form. The most we will pay is \$250,000 or the actual cost of the loss, whichever is less.

e. Utility Interruption

If you have coverage for Business Income And Extra Expense and/or Spoilage Damage, that coverage is extended to include loss resulting from the interruption of utility services provided all of the following are met:

- (1) The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which you receive;
- (2) The "Covered Equipment" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to your premises; and
- (3) The interruption of utility service to your premises lasts at least the consecutive period of time shown in the Declarations. Once this waiting period is met, coverage will

commence at the initial time of the interruption and will be subject to all applicable deductibles.

a. Newly Acquired Premises

We will automatically provide coverage at newly acquired premises you have purchased or leased. This coverage begins at the time you acquire the property and continues for a period not exceeding the number of days indicated in the Declarations for Newly Acquired Premises, under the following conditions:

- (1) You must inform us, in writing, of the newly acquired premises as soon as practicable;
- (2) You agree to pay an additional premium as determined by us;
- (3) The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other insured premises; and
- (4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired premises will be the broadest coverage and highest limits and deductible applicable to the existing premises.

b. Ordinance Or Law Coverage

The following applies despite the Ordinance or Law Exclusion and provided these increases in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the "Breakdown," which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of a "Breakdown":

- (1) We will pay for:
 - (a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;
 - (b) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and
 - (c) The increased cost actually and necessarily expended to:
 - (i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and
 - (ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:
 - i. The same premises or on another premises if you so elect. However, if you rebuild at another premises, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same premises; or
 - ii. Another premises if the relocation is required by the ordinance or law. The most we will pay is the increased cost of construction at the new premises.

(1) We will not pay for any:

- (a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
- (b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;
- (c) Loss due to any ordinance or law that:
 - (i) You were required to comply with before the loss, even if the building was undamaged; and
 - (ii) You failed to comply with;
- (d) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the "Breakdown"; or
- (e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.

(2) If:

- (a) The building or structure is damaged by a "Breakdown" that is covered under this policy;
- (b) There is other physical damage that is not covered under this policy; and
- (c) The building damage in its entirety results in enforcement of ordinance or law;

then we will not pay the full amount of the loss under this coverage. Instead, we will pay only that proportion of such loss; meaning the proportion that the covered "Breakdown" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this policy and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Coverage Part even if the building has also sustained damage by a covered "Breakdown."

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.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of "Covered Property."

However, the words use and operation shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on the premises of a hospital.

2. Earth Movement

Earth movement, including but not limited to earthquake, landslide, land subsidence, mine subsidence or volcanic action.

3. Water

- a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudflow or mudslide;
- c. Water damage caused by backup of sewer, drains or drainage piping; or
- d. Water damage caused by the discharge or leakage of a sprinkler system or domestic water piping.

4. Nuclear Hazard

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

5. War Or 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.

6. An explosion. However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of a kind specified in a. through g. below, if not otherwise excluded in this Section B.:

- a. Steam boiler;
- b. Electric steam generator;
- c. Steam piping;
- d. Steam turbine;
- e. Steam engine;
- f. Gas turbine; or
- g. Moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown.

7. Fire or combustion explosion including those that:

- a. Result in a "Breakdown";
- b. Occur at the same time as a "Breakdown"; or
- c. Ensnue from a "Breakdown."

8. Explosion within the furnace of a chemical recovery type boiler or within the passage from the furnace to the atmosphere.
9. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.
10. Depletion, deterioration, corrosion, erosion, or wear and tear. However, if a "Breakdown" occurs, we will pay the resulting loss or damage.
11. A "Breakdown" that is caused by any of the following causes of loss if coverage for that cause of loss is provided by another policy of insurance you have, whether collectible or not:
 - a. Aircraft or vehicles;
 - b. Freezing caused by cold weather;
 - c. Lightning;
 - d. Sinkhole collapse;
 - e. Smoke;
 - f. Riot, civil commotion or vandalism; or
 - g. Weight of snow, ice or sleet.
12. A "Breakdown" that is caused by Windstorm or Hail.
13. A delay in, or an interruption of any business, manufacturing or processing activity except as provided by the Business Income And Extra Expense and Utility Interruption Coverages.
14. With respect to Business Income And Extra Expense and Utility Interruption Coverages, the following additional exclusions shall apply:
 - a. The business that would not or could not have been carried on if the "Breakdown" had not occurred;
 - b. Your failure to use due diligence and dispatch and all reasonable means to operate your business as nearly normal as practicable at the premises shown in the Declarations; or
 - c. The suspension, lapse or cancellation of a contract following a "Breakdown" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or canceled.
15. Lack or excess of power, light, heat, steam or refrigeration except as provided by the Business Income And Extra Expense, Spoilage Damage and Utility Interruption Coverages.
16. With respect to Utility Interruption Coverage, any loss resulting from the following additional causes of loss whether or not coverage for that cause of loss is provided by another policy you have:
 - a. Acts of sabotage;
 - b. Collapse;
 - c. Deliberate act(s) of load shedding by the supplying utility;
 - d. Freezing caused by cold weather;

- e. Impact of aircraft, missile or vehicle;
 - f. Impact of objects falling from an aircraft or missile;
 - g. Lightning
 - h. Riot, civil commotion or vandalism;
 - i. Sinkhole collapse;
 - j. Smoke; or
 - k. Weight of snow, ice or sleet.
17. Any indirect result of a "Breakdown" to "Covered Equipment" except as provided by the Business Income And Extra Expense, Spoilage Damage and Utility Interruption Coverages.
 18. Neglect by you to use all reasonable means to save and preserve "Covered Property" from further damage at and after the time of the loss.

C. Limits Of Insurance

1. The most we will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Insurance shown in the Declarations.
2. Any payment made will not be increased if more than one insured is shown in the Declarations.
3. For each coverage in Paragraph A.2. if:
 - a. INCLUDED is shown in the Declarations, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.
 - b. A limit is shown in the Declarations, we will not pay more than the Limit of Insurance for each such coverage.
4. For any "Covered Equipment" that is:
 - a. Used solely to supply utility services to your premises;
 - b. Owned by a public or private utility;
 - c. Not in your care, custody or control and for which you are legally liable; and
 - d. Covered under this Coverage Form;

the Limit of Insurance for Property Damage stated in the Declarations is deleted and replaced by the sum of one dollar.

If you are a public or private utility, 4.b. is deleted and replaced by the following:

- b. Owned by a public or private utility other than you.
5. Unless a higher limit or INCLUDED is shown in the Declarations, the most we will pay for direct damage as a direct result of a "Breakdown" to "Covered Equipment" is \$250,000 for each of the following. The limits are part of, not in addition to, the Limit of Insurance for Property Damage or Limit per Breakdown.

a. Ammonia Contamination

The spoilage to "Covered Property" contaminated by ammonia, including any salvage expense.

b. Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

c. Data And Media

Your cost to research, replace or restore damaged "Data" or "Media" including the cost to reprogram instructions used in any "Computer Equipment."

d. Hazardous Substance

Any additional expenses incurred by you for the clean-up, repair or replacement or disposal of "Covered Property" that is damaged, contaminated or polluted by a "Hazardous Substance."

As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation. This coverage applies despite the operation of the Ordinance or Law Exclusion.

e. Water Damage

The damage to "Covered Property" by water including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

6. Unless a higher limit or INCLUDED is shown in the Declarations, the most we will pay for direct damage as a direct result of a "Breakdown" to "Covered Equipment" is \$25,000 for the following. The limits are part of, not in addition to, the Limit of Insurance for Property Damage or Limit per Breakdown.

Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

D. Deductibles

1. Application Of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Declarations for each applicable coverage. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

Deductibles apply separately for each applicable coverage except if more than one "Covered Equipment" is involved in "One Breakdown," then only one deductible, the highest, shall apply for each of the applicable coverages.

2. Determination Of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the Declarations, we will first subtract the deductible amount from any loss we would otherwise pay.

b. Time Deductible

If a time deductible is shown in the Declarations, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following a "Breakdown." If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

E. Equipment Breakdown Protection Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Loss Conditions

a. Abandonment

There can be no abandonment of any property to us.

b. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

c. Defense

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

d. Duties In The Event Of Loss Or Damage

(1) You must see that the following are done in the event of loss or damage to "Covered Property":

- (a) Give us a prompt notice of the loss or damage. Include a description of the property involved.
- (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (c) Allow us a reasonable time and opportunity to examine the property and premises before repairs are undertaken or physical evidence of the "Breakdown" is removed. But you must take whatever measures are necessary to protect the property and premises from further damage.
- (d) 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.
- (e) 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.
- (f) Cooperate with us in the investigation or settlement of the claim.

(2) 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.

e. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

f. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

- (1) There has been full compliance with all the terms of this Coverage Part; and
- (2) The action is brought within 2 years after the date of the "Breakdown"; or
- (3) We agree in writing that you have an obligation to pay for damage to "Covered Property" of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into any action to determine your liability.

g. Loss Payable Clause

- (1) We will pay you and the loss payee shown in the Declarations for loss due to a "Breakdown" to "Covered Equipment," as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.
- (2) We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel, we will mail you and the loss payee the same advance notice.
- (3) If we make any payment to the loss payee, we will obtain their rights against any other party.

h. Other Insurance

- (1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- (2) If there is other insurance covering the same loss or damage, other than that described in Paragraph (1), we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

i. Privilege To Adjust With Owner

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

j. Reducing Your Loss

As soon as possible after a "Breakdown" you must:

- (1) Resume business, partially or completely;
- (2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and
- (3) Make use of every reasonable means to reduce or avert loss including:
 - (a) Working extra time or overtime at the premises or at another premises you own or acquire to carry on the same operations;
 - (b) Utilizing the property and/or services of other concerns;
 - (c) Using merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; or
 - (d) Salvaging the damaged "Covered Property."

k. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- (1) Prior to a loss to your "Covered Property" or covered income.
- (2) After a loss to your "Covered Property" or covered income only if, at time of loss, that party is one of the following:
 - (a) Someone insured by this insurance;
 - (b) A business firm:
 - (i) Owned or controlled by you; or
 - (ii) That owns or controls you; or
 - (c) Your tenant.

This will not restrict your insurance.

I. Valuation

- (1) We will determine the value of "Covered Property" in the event of loss or damage as follows:
 - (a) The cost to repair, rebuild or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is the less costly; or
 - (b) The cost actually and necessarily expended in repairing, rebuilding, or replacing on the same site or another site whichever is the less costly;

Except we will not pay for such damaged property that is obsolete and useless to you.

- (2) If:
 - (a) Any damaged "Covered Property" is protected by an extended warranty, or maintenance or service contract; and
 - (b) That warranty or contract becomes void or unusable due to a "Breakdown"; we will reimburse you for the unused costs of non-refundable, non-transferable warranties or contracts.
- (3) Unless we agree otherwise in writing, if you do not repair or replace the damaged property within 24 months following the date of the "Breakdown," then we will pay only the smaller of the:
 - (a) Cost it would have taken to repair or replace; or
 - (b) Actual cash value at the time of the "Breakdown."
- (4) If all of the following conditions are met, property held by you for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts you offered and

expenses you otherwise would have had:

- (a) The property was manufactured by you;
- (b) The selling price of the property is more than the replacement cost of the property; and
- (c) You are unable to replace the property before its anticipated sale.

(5) We will pay for loss to damaged "Data" or "Media" as follows:

- (a) Replacement cost for "Data" or "Media" that are mass produced and commercially available; and
- (b) The cost you actually spend to reproduce the records on blank material for all other "Data" or "Media" including the cost of gathering or assembling information for such reproduction.

However, we will not pay for "Data" or "Media" that we determine is not or cannot be replaced with "Data" or "Media" of like kind and quality or property of similar functional use.

(6) We will determine the value of "Covered Property" under Spoilage Damage Coverage as follows:

- (a) For raw materials, the replacement cost;
- (b) For property in process, the replacement cost of the raw materials, the labor expended and the proper proportion of overhead charges; and
- (c) For finished products, the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.

(7) Any salvage value of property obtained for temporary repairs or use following a "Breakdown" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

(8) We will pay you the Actual Cash Value of any electrical transformer over 25 years old which has not been rebuilt and has been damaged by a "Breakdown." For purpose of determining Actual Cash Value, any transformer over the age of 25 but under 30 years will be depreciated 50% and transformers over 30 years will be depreciated 75%.

m. The following additional conditions apply to the Business Income and Extra Expense Coverage:

(1) Annual Reports

You must complete an Annual Report on Values Form approved by us once each year. Your reports must reach us within three months of the effective date as shown in the Declarations.

(2) Coinsurance

- (a) We will not pay the full amount of any loss if:

- (i) The "Business Income Actual Annual Value" at the time of loss is greater than the "Business Income Estimated Annual Value" shown in your latest report; or
 - (ii) Your report was received by us more than 3 months after the effective date of this coverage or the date of loss, whichever is later, in which case the "Business Income Estimated Annual Value" will be equal to zero.
- (b) Instead we will determine the most we will pay using the following steps:
- (i) Divide the "Business Income Estimated Annual Value" by the "Business Income Actual Annual Value" at the time of the "Breakdown";
 - (ii) Multiply the total amount of the covered loss of "Business Income" by the figure determined in Step (i); and
 - (iii) Subtract any applicable deductible from the amount determined in Step (ii).

We will pay the amount determined in Step (iii) or the Business Income and Extra Expense limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

If coverage is provided for more than one premises, then this Coinsurance Condition applies separately to each premises.

2. General Conditions

a. Additional Insured

If a person or organization is designated in this Coverage Part as an additional insured, we will consider them to be an insured under this Coverage Part to the extent of their interest.

b. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Part.

c. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other insured, at any time, concerning:

- (1) This Coverage Part;
- (2) The "Covered Property";
- (3) Your interest in the "Covered Property"; or
- (4) A claim under this Coverage Part.

d. Liberalization

If we adopt any standard form revision for general use that would broaden coverage in this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the policy period.

e. Mortgage holder

- (1) The term - mortgage holder - includes trustee.
- (2) We will pay for direct damage to "Covered Property" due to a "Breakdown" to "Covered Equipment" to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- (3) The mortgage holder has the right to receive loss payment even if the mortgage holder has stated foreclosure or similar action on the "Covered Equipment."
- (4) If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (a) Pays any premium due under this Coverage Part at our request if you have failed to do so.

f. No Benefit To Bailee

No person or organization, other than you, having custody of "Covered Property" will benefit from this insurance.

g. Policy Period, Coverage Territory Under this Coverage Part:

- (1) We cover loss or damage commencing:
 - (a) During the policy period shown in the Declarations; and
 - (b) Within the coverage territory.
- (2) The coverage territory is:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.

h. Premium And Adjustments

You shall report to us 100% of the total insurable values at each premises every year as of the anniversary date. Premium for each anniversary will be promulgated for the ensuing period on the basis of rates in effect at the anniversary date and for all values at risk.

You agree to keep the applicable records for each policy year available for inspection by our representatives at all times during business hours, during the respective policy year, and for a period of twelve months after the end of the respective policy year or after cancellation of this Coverage Part.

i. Suspension

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a "Breakdown" to that "Covered Equipment." This can be done by delivering or mailing a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment."

If we suspend your insurance, you will get a pro rata refund of premium for that "Covered Equipment." But the suspension will be effective even if we have not yet made or offered a refund.

3. Joint Or Disputed Loss Agreement

a. This condition is intended to facilitate payment of insurance proceeds when:

- (1) Both a commercial property policy and this equipment breakdown protection policy are in effect;
- (2) Damage occurs to Covered Property that is insured by the commercial property policy and this equipment breakdown protection policy; and
- (3) There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.

b. This condition does not apply if:

- (1) Both the commercial property insurer(s) and we do not admit to any liability; and
- (2) Neither the commercial property insurer(s) nor we contend that coverage applies under the other insurer's policy.

c. The provisions of this condition apply only if all of the following requirements are met:

- (1) The commercial property policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition;
- (2) The damage to the Covered Property was caused by a loss for which:
 - (a) Both the commercial property insurer(s) and we admit to some liability for payment under the respective policies; or
 - (b) Either
 - (i) The commercial property insurer(s) does not admit to any liability for payment, while we contend that:
 - i. All liability exists under the commercial property policy; or

- ii. Some liability exists under both the commercial property policy and this equipment breakdown protection policy;
 - (ii) We do not admit to any liability for payment, while the commercial property insurer(s) contends that:
 - i. All liability exists under this equipment breakdown protection coverage policy; or
 - ii. Some liability exists under both the commercial property policy and this equipment breakdown protection policy; or
 - (iii) Both the commercial property insurer(s) and we:
 - i. Do not admit to any liability for payment; and
 - ii. Contend that some or all liability exists under the other insurer's policy; and
- (c) The total amount of the loss is agreed to by you, the commercial property insurer(s) and us.
- d. If the requirements listed in Paragraph c. above are satisfied, we and the commercial property insurer(s) will make payments to the extent, and in the manner, described as follows:
 - (1) We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this equipment breakdown protection policy and one-half (1/2) the amount of the loss that is in disagreement.
 - (2) The commercial property insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.
 - (3) Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs (1) and (2), do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
 - (4) The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent Loss Agreement(s) of the commercial property policy.
 - (5) The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
 - (6) Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.
- e. Arbitration
 - (1) If the circumstances described in Paragraph c.(2)(a) exist and the commercial property insurer(s) and we agree to submit our differences to arbitration, the commercial property insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this condition.
 - (2) If any of the circumstances described in Paragraph c.(2)(b) exist, then the commercial property insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this condition.

- (3) You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the commercial property insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

f. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which Liquidated Damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

F. Definitions

1. "Breakdown":

- a. Means the following direct physical loss, that causes damage to "Covered Equipment" and necessitates its repair or replacement:

- (1) Failure of pressure or vacuum equipment;
- (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
- (3) Electrical failure including arcing;

unless such loss or damage is otherwise excluded within this Coverage Form.

- b. Does not mean or include:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to "Covered Equipment";
- (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (4) Damage to any vacuum tube, gas tube, or brush;
- (5) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts;
- (6) The functioning of any safety or protective device; or
- (7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. "Business Income" means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
3. "Business Income Actual Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll that would have been earned had the "Breakdown" not occurred.
4. "Business Income Estimated Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll as estimated by you in the most recent business income annual value report on file with us.
5. "Computer Equipment" means:
 - a. Your programmable electronic equipment that is used to store, retrieve and process data; and
 - b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "Data" or "Media."
6. "Covered Equipment":
 - a. Means and includes any:
 - (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
 - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;
 - (3) Communication equipment, and "Computer Equipment"; and
 - (4) Equipment in Paragraphs (1), (2) and (3) that is owned by a public or private utility and used solely to supply utility services to your premises.

However, if Coverage A.2.e. Utility Interruption is provided, then Paragraph 6.a.(4) does not apply.

Except for Paragraph 6.a.(4), Utility Interruption Coverages, the "Covered Equipment" must be located at a premises described in the Declarations and be owned, leased, or operated under your control.
 - b. Does not mean or include any:
 - (1) "Media";

- (1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
 - (2) Insulating or refractory material, but not excluding the glass lining of any "Covered Equipment";
 - (3) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
 - (4) Catalyst;
 - (5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
 - (6) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment" including penstock, draft tube or well casing;
 - (7) Vehicle, aircraft, self-propelled equipment or floating vessel including any "Covered Equipment" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;
 - (8) Dragline, excavation, or construction equipment including any "Covered Equipment" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;
 - (9) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
 - (10) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic, dental or pathological purposes including any "Covered Equipment" that is mounted upon or used solely with any one or more machine(s) or apparatus, or
 - (11) Equipment or any part of such equipment manufactured by you for sale.
7. "Covered Property" means any property that:
- a. You own; or
 - b. Is in your care, custody or control and for which you are legally liable.
8. "Data" means:
- a. Programmed and recorded material stored on "Media"; and
 - b. Programming records used for electronic data processing, or electronically controlled equipment.
9. "Extra-Expense" means the additional cost you incur to operate your business during the "Period of Restoration" over and above the cost that you normally would have incurred to operate the business during the same period had no "Breakdown" occurred.

1. "Hazardous Substance" means any substance other than ammonia that has been declared to be hazardous to health by a government agency.
2. "Media" means electronic data processing or storage media such as films, tapes, discs, drums or cells.
3. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown". All "Breakdowns" at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown."
4. "Period of Restoration" means the period of time that:
 - a. Begins at the time of the "Breakdown" or 24 hours before we receive notice of "Breakdown" whichever is later; and
 - b. Ends 5 consecutive days after the date when the damaged property at the premises described in the Declarations is repaired or replaced with reasonable speed and similar quality.
5. "Stock" means merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. And 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed,

Coverage is subject to the following sub-limits unless otherwise specified.

SUB-LIMITS:	
Expediting Expense	\$5,000,000
Spoilage Damage	\$1,000,000
Newly Acquired Premises	Included/365 days
Ordinance or Law	\$25,000,000
Errors and Omissions	Included
Brands and Labels	Included
Contingent Business Income/Extra Expense	\$250,000
Ammonia Contamination	\$1,000,000
Consequential Loss	\$1,000,000
Data and Media	\$1,000,000
Hazardous Substances	\$1,000,000
Water Damage	\$1,000,000
Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria	\$2,500,000
Green Upgrades Increased Cost of Loss	25% of the PD loss /\$100,000 max
Business Income	
Combined Business Income and Extra Expense	\$5,000,000
Period of Restoration	30 days
Ordinary Payroll	Included
Utility Interruption	
Spoilage Damage	\$1,000,000
Business Income and/or Extra Expense	\$5,000,000
Waiting Period	24 hours
Valuation:	
Repair or Replacement	Property Damage except
Actual Loss Sustained	Combined BI & Extra Expense

DEDUCTIBLES:	<ul style="list-style-type: none"> Deductibles Vary (\$500 / \$1,000 / \$2,500 /\$5,000 / \$10,000 / \$25,000) as on file with MPIC
DEDUCTIBLES: SPECIFIC OBJECT DEDUCTIBLE UNLESS OTHERWISE SPECIFIED IN THE DECLARATIONS PAGE OR IN SPECIFIED DEDUCTIBLE BELOW:	<ul style="list-style-type: none"> \$14 Per HP – ICS's 200 HP and Over
	<ul style="list-style-type: none"> \$5 Per HP – Electric Power Generators 200 HP & Over
	<ul style="list-style-type: none"> \$5 Per KVA – Transformers 1400 KVA & Over
	<ul style="list-style-type: none"> \$15 Per Foot Depth – Deep Wells Pumps
	<ul style="list-style-type: none"> \$7 Per KW – Steam & Water Turbines 1000 KW & Over
	<ul style="list-style-type: none"> \$17 Per KW – Gas Turbines 500 KW & Over
SPECIFIED DEDUCTIBLE (IF APPLICABLE):	<ul style="list-style-type: none">
TIME ELEMENT:	<ul style="list-style-type: none"> 12 Hours Utility Interruption – Business Income on Theme Park Attractions 12 Hours Business Income

MUNICIPAL PROPERTY INSURANCE COMPANY
Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- E. The most we will pay for a loss of property acquired through any statutory taking process is “actual cash value”. The “actual cash value” settlement amount will be inclusive of all applicable sub limits.

MUNICIPAL PROPERTY INSURANCE COMPANY
Leased Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

MPIC CLAIM REPORTING INFORMATION

Thank you for selecting the Municipal Property Insurance Company (MPIC) to be your property insurance carrier. We look forward to working with you should you have a claim. In the event you experience damage or circumstances that may result in a claim for damages, please provide notice to MPIC as promptly as possible, using the attached Loss Reporting Form.

Report a claim to us:

Fax, e-mail or mail the [Loss Reporting Form](#) (Word) to:

Fax: 612-766-3099

E-mail: claims@mpicwi.com

Mail: MPIC
9701 Brader Way, Ste. 301
Middleton, WI 53562

You may also call Jerry Parker at the following number:

Toll-Free Phone: 877-278-4165

Also, please note the following specific **Section VII - Basis of Recovery** and **SECTION VIII - Conditions** policy provisions that apply to loss reporting and recovery.

Section VII – Basis Of Recovery

- A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:
 2. The amount incurred to repair or replace the damaged property at the time of the loss with property of like kind and quality to be used for the same purpose on the same site.
 3. The amount incurred to repair or replace the damage property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

Section VIII - Conditions

Q. Duties In The Event Of Loss or Damage

1. You must see that the following are done in the event of loss or damage to “covered” property:
 - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
 - d. 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. Also, if feasible, set the damage property aside and in the best possible order for examination.
 - f. 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 of your books and records.
 - h. Cooperate with us in the investigation or settlement of the claim.

LOSS REPORTING FORM

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 BRADER WAY, SUITE 301

MIDDLETON, WI 53562

CONTACT: JERRY PARKER

PHONE: (877) 278-4165

FAX: (612) 766-3099

EMAIL: CLAIMS@MPICWI.COM

Instructions: Complete this form online or email or mail to MPIC. If available, attach a copy of the police report. This form may be reproduced.

Major losses should be reported by phone. Call MPIC at:

Phone: (877) 278-4165

Complete this section:

Policy Number:		Name as it Appears on Policy:			
Contact Person (for this claim):			Phone Number:		
Fax Number:			Email Address:		
Address:		City:		State: WI	Zip Code:
Date of Loss (if unsure, use date discovered):		Time of Loss:	Estimated Amount of Loss (attach copy of estimate if available):		
Kind of Loss (check one): <input type="checkbox"/> Fire <input type="checkbox"/> Lightning <input type="checkbox"/> Wind <input type="checkbox"/> Hail <input type="checkbox"/> Glass Breakage <input type="checkbox"/> Vandalism (Other than Glass) <input type="checkbox"/> Water Damage <input type="checkbox"/> Damage by Vehicle <input type="checkbox"/> Collision – Vehicle <input type="checkbox"/> Comprehensive – Vehicle <input type="checkbox"/> Other – Describe			Type of Property: <input type="checkbox"/> Building <input type="checkbox"/> Contents <input type="checkbox"/> Contractors Equipment <input type="checkbox"/> Other – Describe <input type="checkbox"/> Property in the Open <input type="checkbox"/> Money <input type="checkbox"/> Vehicle		
Location of Loss:					
Description of Loss and Damage:					
Remarks:					
Print Name:			Title:		
Signature:				Date:	