

# UTICA FIRST INSURANCE COMPANY

P.O. Box 851, Utica, NY 13503-0851

## TOOLBOX ENDORSEMENT

### WHAT **WE** COVER:

In addition to any coverage shown on:

1. the Declarations Page,
2. the Supplemental Declarations Page,
3. the General Policy Provisions, or
4. any other coverage attached to **your** policy.

For an additional premium, **We** provide the following coverages or extensions of coverage subject to the terms contained in the policy. These added coverages apply only as excess over other coverage contained in **your** policy and all other terms and provisions of the Contractors Special Policy apply unless modified or amended below with respect to these coverages only.

COVERAGE	LIMIT
Tools & Equipment – subject to \$500 deductible ACV Valuation only	\$10,000
Installation Floater – subject to \$500 deductible	\$10,000
Care, Custody, Control Limited Coverage	\$1,000
Valuable Papers & Records Coverage	\$5,000
Accounts Receivable Coverage	\$5,000
Computer Coverage	\$5,000
Fire Legal Liability	\$100,000

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## PRINCIPAL COVERAGES

### SMALL TOOLS & EQUIPMENT COVERAGE

**We** cover direct physical loss up to \$10,000 for losses caused by the **perils** listed below to **your tools**.

This coverage is subject to a deductible of \$500 and the **tools** will be valued on an actual cash valuation basis at the time of loss subject to a deduction for depreciation.

### PERILS COVERED

**We** cover risks of direct physical loss unless the loss is limited or caused by a **peril** that is excluded.

### PERILS EXCLUDED and ADDITIONAL EXCLUSIONS

Of the exclusions contained in the Property Coverages section of **your** AP-100 Contractors Special Policy, only the following apply to this coverage:

- a) Civil Authority;
- b) Nuclear Hazard;
- c) War;
- d) Contamination or Deterioration;
- e) Criminal, Fraudulent, or Dishonest Acts;
- f) Mechanical Breakdown;
- g) Pollutants;
- h) Temperature/Humidity;
- i) Voluntary Parting; and
- j) Wear and Tear; Wear/Breakdown.

The following exclusions are added with respect to this coverage:

We do not pay for loss if one or more of the following exclusions apply to the loss:

Loss of Use -- **We** do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.

Missing Property -- **We** do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.

### DEFINITIONS - The following definitions apply to this endorsement for **Small Tool & Equipment Coverage**

**Tools** means equipment and tools of a mobile nature that **you** use in **your** contracting, installation, erection, repair, or moving operations or projects.

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## INSTALLATION FLOATER COVERAGE

**We** cover **your** materials, supplies, machinery, fixtures, and equipment up to \$10,000 for direct physical loss caused by the **perils** listed below while:

1. at **your** jobsite; and
2. that will become a permanent part of **your** installation, construction, or rigging project.

This coverage is subject to a deductible of \$500.

### PERILS COVERED

**We** cover risks of direct physical loss unless the loss is limited or caused by a **peril** that is excluded.

### PERILS EXCLUDED and ADDITIONAL EXCLUSIONS

- 1) Of the exclusions contained in the Property Coverage section of this policy, only the following apply to this coverage:

- a) Civil Authority;
- b) Earth Movement or Volcanic Eruption;
- c) Nuclear Hazard;
- d) Ordinance or Law;
- e) Water;
- f) War;
- g) Contamination or Deterioration;
- h) Criminal, Fraudulent, or Dishonest Acts;
- i) Defects, Errors, and Omissions;
- j) Electrical Currents;
- k) Mechanical Breakdown;
- l) Pollutants;
- m) Settling, Cracking, Shrinking, Bulging, or Expanding;
- n) Temperature/Humidity;
- o) Voluntary Parting; and
- p) Wear and Tear; Wear/Breakdown.

- 2) The following exclusions are added with respect to this coverage:

**We** do not pay for loss if one or more of the following exclusions apply to the loss:

- a) **Explosion, Rupture, or Bursting**  
-- **We** do not pay for loss caused by explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines.  
This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.
- b) **Loss of Use** -- **We** do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
- c) **Missing Property** -- **We** do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.
- d) **Penalties** -- **We** do not pay for loss caused by penalties for noncompletion or non-compliance with any contract terms or conditions.
- e) **Rain, Snow, Ice, or Sleet** -- **We** do not pay for loss caused by or resulting from rain, snow, ice, or sleet to property in the open which is not part of the permanent building or structure.  
This exclusion does not apply to property in the custody of carriers for hire.
- f) **Testing** -- **We** do not pay for loss caused by testing including start-up, performance, stress, pressure, or overload testing of the covered property.

Materials, supplies, machinery, fixtures, and equipment means **your** materials, supplies, machinery, fixtures, and equipment and similar property of others that is in **your** care, custody, or control.

# UTICA FIRST INSURANCE COMPANY

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## COVERAGE FOR PROPERTY OF OTHERS IN YOUR CARE, CUSTODY, CONTROL

### What We Pay For:

**We** pay up to \$1,000 for **property damage** to property of others that is in the care, custody, or control of an **insured**.

**We** do not cover mysterious disappearance or loss of use of property.

## VALUABLE PAPERS AND RECORDS

### What We Pay For:

**We** pay up to \$5,000 for loss or damage to **Valuable Papers and Records** on the described **premises**.

### What We Do Not Pay For:

1. loss due to any fraudulent, dishonest or criminal act by **you**, a partner, an officer, director or trustee;
2. loss resulting from errors or omissions in processing or copying;
3. loss due to wear and tear;
4. loss to property which cannot be replaced with other of like kind or quality;
5. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
6. loss to property held as samples or for sale or for delivery after sale; and
7. loss of **money** or **securities**.

**DEFINITIONS** - The following definitions apply to this endorsement for **Valuable Papers and Records**;

**Valuable Papers and Records** means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts.

**Premises** means the interior portion of the building occupied by **you** for business purposes.

**Money** means currency, coins, bank notes and bullion, travelers checks, register checks and money orders held for sale to the public.

**Securities** means all negotiable and non-negotiable instruments or contracts representing either **money** or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include **money**.

## ACCOUNTS RECEIVABLE

### What We Pay For:

**We** pay up to \$5,000 for loss or damage to Accounts Receivable on the described premises.

### What We Do Not Pay For:

1. loss due to any fraudulent, dishonest or criminal act by any **insured**, a partner, or an officer, director or trustee, while working or otherwise, and whether acting alone or in collusion with others;
2. loss due to bookkeeping, accounting or billing errors or omissions;

# UTICA FIRST INSURANCE COMPANY

P.O. Box 851, Utica, NY 13503-0851

3. loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation. This shall not prevent the use of such procedures in support of a claim for loss which the **insured** can prove, through evidence wholly apart from an audit of records or an inventory, is due solely to a risk of loss of records of accounts receivable but not otherwise excluded under this policy;
4. loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking obtaining or withholding;
5. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
6. loss due to nuclear reaction, nuclear radiation or radioactive contamination, or any other act or condition incident to them; or
7. loss caused by or resulting from:
  - a. hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual, impending or expected attack by:
    - 1) any government or sovereign power, or by any authority maintaining or using military, naval or air forces;
    - 2) military, naval or air forces; or
    - 3) an agent of any such government, power, authority or forces;
  - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or
  - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

## COMPUTER COVERAGE

### What We Pay For:

**We** pay up to \$5,000 for direct physical loss or damage to **your hardware** and **software** caused by a covered peril while at a premises shown on the Declarations Page.

**We** cover external risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

### PERILS EXCLUDED

1. **We** do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
  - a. **Civil Authority** -- **We** do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property. **We** do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

# UTICA FIRST INSURANCE COMPANY

P.O. Box 851, Utica, NY 13503-0851

- b. **Nuclear Hazard** -- **We** do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. **We** do pay for direct loss by fire resulting from the nuclear hazard.
  - c. **War** -- **We** do not pay for loss caused by war. This means:
    - 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
    - 2) a warlike act by a military force or by military personnel;
    - 3) the destruction, seizure, or use of the property for a military purpose; or
    - 4) the discharge of a nuclear weapon even if it is accidental.
2. **We** do not pay for loss or damage if one or more of the following exclusions apply to the loss.
- a. **Criminal, Fraudulent, or Dishonest Acts** -- **We** do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:
    - 1) **you**;
    - 2) others who have an interest in the property;
    - 3) others to whom "you" entrust the property;
    - 4) **your** partners, officers, directors, trustees, or joint venturers; or
    - 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.This exclusion does not apply to acts of destruction by **your** employees, but **we** do not pay for theft by employees.  
This exclusion does not apply to covered property in the custody of a carrier for hire.
  - b. **Deterioration, Fault, or Weakness** -- **We** do not pay for deterioration; decay; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself. This exclusion does not apply to loss caused by mechanical breakdown
  - c. **Electrical Disturbance** -- **We** do not pay for loss caused by electrical disturbance if the cause of such disturbance took place more than 500 feet from the premises where the loss occurred.
  - d. **Lease Terms** -- **We** do not pay for loss caused by a covered peril for which **you** are not responsible under the terms of any lease or rental agreement.
  - e. **Loss of Use** -- **We** do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
  - f. **Pollutants** -- **We** do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of **pollutants** unless the release, discharge, seepage, migration, dispersal, or escape is caused by a **specified peril**. **We** do pay for any resulting loss caused by a **specified peril**.
  - g. **Power Supply Disturbance** -- **We** do not pay for loss caused by power supply disturbance if the cause of such disturbance took place more than 500 feet from the premises where the loss occurred.
  - h. **Temperature, Humidity, Corrosion, or Rust** -- **We** do not pay for loss caused by corrosion, rust, humidity, dampness, dryness, or changes in or extremes of temperature.  
But **we** do pay for loss to covered property that results from a direct physical loss, caused by a covered peril, to the air conditioning system that services covered hardware.
  - i. **Wear and Tear or Obsolescence** -- **We** do not pay for loss caused by wear and tear, depreciation, or obsolescence.

**DEFINITIONS** - The following definitions apply to this endorsement for **Computer Coverage**

**Hardware** means an assemblage of electronic machine components capable of accepting instructions and information, processing the information according to the instructions, and producing desired results.

**Software** means:

- a. processing, recording, or storage media used for electronic data processing operations. This includes films, tapes, cards, discs, drums, cartridges, or cells; and
- b. data, information, and instructions stored on processing, recording, or storage media used for electronic data processing operations.

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## FIRE LEGAL LIABILITY

### What We Pay For:

Coverage O (Fire Legal Liability) is extended to a limit of \$100,000.

**We** cover only such expenses as are necessary during this interruption of business. Consideration will be given to continuation of payroll and other expenses to the extent necessary to resume **your** business with the same quality of service that existed before the loss.

**We** cover **your** loss for the time it should reasonably take to resume **your** business (Restoration period), but no longer than the time it should reasonably take to rebuild, repair or replace the property that has incurred the loss or damage. The loss is not limited by the expiration date of the policy.

**You** must do all **you** can to reduce the loss. **We** do not cover any increase in loss due to **your** failure to use reasonable efforts to resume complete or partial business. This includes making use of other locations and property to reduce the loss.

In determining a loss, **we** will consider the experience of **your** business before the loss and the probable experience had no loss occurred.