

Radio – Television Towers and Equipment
(Broad Form)

Property Damage Form (With Optional Business Interruption Coverage)

1. **Property Insured – Property Damage Section.** This policy insures the following described property while at locations hereinafter specified or mobile or portable radio, television, transmitting, receiving or recording equipment which is in transit within and between the states of the United States, the District of Columbia (excluding Alaska; Hawaii and Canada) and Puerto Rico but subject always to the limitations, conditions, exclusions and exceptions stated herein.

Item A. On Steel Towers, including antennae and all other operating appurtenances attached thereto, located:

Type of Tower	Location	Limit of Liability
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Amount Item A \$

Item B. On Radio and / or Television Transmitting and Receiving Equipment located:

Location	Limit of Liability
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Amount Item B \$

Item C. On movable or portable radio and television transmitting, receiving and recording equipment:

Limit of Liability

Amount Item C \$

Item D. On the contents of mobile unit(s) generally garaged when not in use at:

Limit of Liability

Amount Item D \$

2. **Interest Insured. Item A. Business Interruption Section.** When a limit of liability is inserted in this Section, the policy is extended to insure against loss of revenue resulting from the necessary interruption, total or partial, of the use of the property described in the Property Damage Section of this Form and hereinafter referred to as “the property”, but subject always to the limitations, conditions, exclusions and exceptions stated herein. (For the purpose of this insurance “revenue” is defined as the income from broadcasting, telecasting and other operating sources.

Limit of Liability

Amount Item A \$

This policy is also extended to insure against loss or revenue sustained during such period of time, but not exceeding two weeks when as a direct result of fire or explosion, access to premises owned, leased, or rented by the insured in connection with the operation or control of said station is prohibited by order of civil authority.

3. **Limits of Liability.** The liability of the Company shall not exceed \$ _____ in any one loss, casualty or disaster including salvage charges, or other expenses or all combined subject to the applicable limits of liability set forth, under Section 1 “Property Damage” and in the event of interruption of use when insured under Section 2 “Business Interruption”, the liability of the Company shall not exceed \$ _____ in any one loss, casualty or disaster, either in case or partial or total interruption of use, or other charges or expenses, or all combined.

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4. Measure or Recovery – Business Interruption:

- (a) The measure of recovery in the event of loss resulting from a peril insured against shall be the reduction in revenue directly resulting from interruption of use of the property, less charges and expenses which do not necessarily continue during such interruption of use and for not exceeding such length of time as would be required with the exercise of due diligence and dispatch to rebuild, or repair, or replace the property which has been damaged or destroyed, commencing _____ hours from the time of such damage or destruction and not limited by the expiration date of this policy.
- (b) The amount of recovery shall not exceed the loss sustained by the Insured which results from such interruption of use of the property and due consideration shall be given to the continuation of normal charges and expenses including payroll but only to the extent necessary for the resumption of the Insured's operations with the same quality of service which existed immediately preceding the loss.
- (c) The amount of recovery shall also include such expenses as are necessarily incurred for the purpose of reducing the amount of any loss which is recoverable under this policy but in no event for more than the amount by which the loss under this policy is thereby reduced.

5. Coinsurance. The following Cause is applicable to the Business Interruption Section:

- (a) It is expressly stipulated and made a condition of this contract that the Insured shall at all times maintain insurance of not less than one hundred percent (100%) of the revenue that, had no loss occurred, would have been earned during the twelve (12) months immediately following the time of damage to or destruction of the property and that failing to do so, the insured shall be an insurer to the extent of such deficit and in that event shall bear their proportion of any loss.

The following Clause is applicable to the Property Damage Section:

- (b) It is expressly stipulated and made a condition of this contract that the Company shall be liable for no greater proportion of any loss than the amount hereby insured bears to one hundred (100) percent of the actual cash value of the property described herein immediately prior to the loss, nor for more than the proportion which this policy bears to the total insurance thereon, whether valid or not and whether collectible or not. If this policy be divided into two or more items the foregoing conditions shall apply to each item separately.

6. Property and Interest Excluded. This policy does not cover:

- (a) Building, their improvements and betterments, furniture and supplies held in storage;
- (b) Accounts, bills, deeds, evidences of debt, money, notes, securities;
- (c) Aircraft, automobiles, motor, trucks, trailers, motorcycles or watercraft;
- (d) Furs, jewelry, watches, diamonds, precious or semi-precious stones;
- (e) Loss of use or occupancy except with respect to Business Interruption as defined in Section 2 of this form.

7. Perils Insured. This policy insures against direct physical loss or damage from any external cause except as hereinafter excluded.

8. Perils Excluded. This policy does not insure against:

- (a) Loss or damage or expense caused by or resulting from inherent defect, wear and tear, gradual deterioration, or expansion or contraction due to changes of temperature, unless, in the case of towers, resulting in collapse of the tower or a material part thereof. However, under no circumstances shall the Company be liable for loss or damage to tower, caused, or contributed to, by failure or the insured to keep and maintain the property in a proper state of repair;
- (b) Loss, damage or expenses caused by or incurred in the tuning or retuning of the towers covered hereunder;
- (c) Breakage of tube or other articles made wholly or principally of glass (cameras and photographic lenses excepted), marring or scratching, unless occasioned by collapse of the station's or a material part thereof, fire lighting, windstorm earthquake, flood, explosion, falling aircraft, rioters, strikes, theft or attempt threat, or accident to conveyance;
- (d) Loss caused by or resulting from mechanical breakdown.
- (e) Loss or damage resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted (carries for hire excepted);
- (f) Loss or damage resulting from delay, loss of market;
- (g) Loss of damage with respect to property described in Paragraph 1, "Property insured", Items B, C, and D only occasioned by or actually resulting from any work thereon, in the course of any refinishing, renovating, repairing, adjusting, servicing, or maintenance operations unless fire or explosion ensues and then only for loss or damage caused by ensuing fire or explosion;

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- (h) Loss of or damage with respect to property described in Paragraph 1, “Property Insured”, Items B, C, and D only, caused by short circuit or electrical disturbance of any kind (exclusive of lighting) within any electrically equipped unit unless fire or explosion ensues and then for loss of damage from fire or explosion only;
- (i) Loss which may be occasioned by any ordinance or law, governmental or municipal order regulating or prohibiting construction or repair of such property or by the suspension, lapse, cancellation or refusal of or delay in, the granting of any license, lease or permit or by any injunction or process of court;
- (j) Loss, by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing, and all provisions of this policy, direct loss by fire resulting from nuclear radiation or radioactive contamination is insured by this policy;
- (k) Loss or damage caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air ; or (b) by military, naval or air forces; or (c) by an agent or any such government, power, authority, or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) 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 or any government or public authority, or risks of contraband or illegal transportation or trade;
- (l) Direct loss or damage resulting from Tidal Wave or Flood, howsoever caused. Tidal Wave: is understood to mean the sudden rise of the sea and the attendant action of the waves accompanying such abnormal rise produced by or directly attributable to a meteorological or seismic disturbance. Flood: is understood to mean inundation caused by the bursting of dams or retaining walls of lakes and reservoirs; or by rivers, canals, aqueducts and sewers or similar formation, overflowing their banks, but excluding water pipes, mains or tanks in which water is normally contained.

When Business Interruption coverage is effective under Paragraph 2 of this Form, the following additional Exclusions shall apply:

- (m) This policy does not insure against loss caused by or resulting from suspension of use of the property which may be occasioned by any ordinance or law, governmental or municipal order, regulating or prohibiting construction or repair of such property or by the suspension, lapse, cancellation or refusal of, or delay in, the granting of any license lease or permit or by any injunction or process of court;
- (n) This policy does not insure against loss caused by or resulting from loss or damage to off-premises public utility power, transformer, or switching stations, sub-stations, or transformers or other public utility service, nor from loss of or damage to transmission lines, cables or systems, not owned, operated or leased by the Insured.

Conditions

- 9. **Other Insurance.** This insurance shall not apply to any loss except as excess insurance where any other valid and collectible insurance exists at the time of loss damage whether prior or subsequent hereto as to date and whether fire or inland marine or casualty or any other kind or insurance in the name of the Insured of other insurance shall have been exhausted, it being understood and agreed that under this Policy the Insured is to be reimbursed to the extent of the difference between the amount due from such other insurance and the amount of actual loss sustained by the Insured not exceeding, however, the applicable limit or limits as specified in this Policy.
- 10. This entire policy shall be void unless otherwise provided by agreement in writing added hereto:
 - (a) If this Policy be assigned or transferred, or
 - (b) If with the knowledge of the Insured foreclosure proceedings be commenced or notice given of sale of any property insured, by reason of any mortgage or trust deed.
- 11. **Valuation.** As to property defined under Paragraph 1, “ Property Damage” Section of this Form, valuation shall be established in the following manner:

In no event shall the Company be liable for more than its proportion of the cost of repairing or replacing the property damaged or lost with material of like kind and quality, after deducting from such cost the same percentage or depreciation, however caused, which the property had sustained prior to the loss. In no event shall the company be liable for any increased cost of repairs or reconstruction by reason of any law, ordinance, regulation, permit or license, regulating construction or repair.
- 12. **Resumption of Operations.** It is a condition of this contract that, as soon as practicable after any loss or damage to the property, the Insured shall resume complete or partial operation of the property and shall make use of other obtainable property if by so doing the amount of loss hereunder will be reduced. In the event the loss can be so reduced such reduction shall be taken into account in arriving at the amount of loss hereunder.

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13. **Impairment of Recovery Rights Against Carriers.** Any act or agreement by the Insured, prior or subsequent hereto, whereby any right of the Insured in the event of loss or damage to recover the full value of or amount of damage to any property insured hereunder against any carrier, is released, impaired or lost, shall, however, be permissible for the Insured, without prejudice to this insurance, to accept the ordinary bills of lading issued by common carriers. The Company is not liable for any loss or damage which without its consent has been settled or compromised by the Insured.
14. **Reinstatement.** The amount of insurance provided by this Policy shall not be reduced by any loss hereunder except that insurance on any scheduled item of property shall be canceled by a total loss thereto and pro rata return premium shall be payable thereon.
15. **Records.** It is agreed that books and records will be kept by the Insured in such manner that the exact amount of loss or damage can be accurately determined by the Company. The books and records of the Insured shall at all times during business hours be open to an authorized representative of the Company.
16. It shall optional with the Company to take over any material for the loss of which it has paid or which has been replaced by new material at the expense of the Company, and also to repair, rebuild or replace any property lost or damaged with other of like kind of quality within a reasonable time, on giving notice of its intention so to do within thirty (30) days after the receipt of the proof of loss herein required; but there shall be no constructive total loss hereunder, and there can be no abandonment of any property to the Company .

The terms and conditions of this form wherein they conflict are to be regarded as additional to those of the Policy to which it is attached and so far as they are inconsistent therewith are to supersede the same.