



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

KUSKYRE

DATE (MM/DD/YYYY)
5/17/2023

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

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|--|---|---|--|
| PRODUCER NAME, CONTACT PERSON AND ADDRESS Hylant - Ann Arbor 24 Frank Lloyd Wright Dr, Ste J4100 Ann Arbor, MI 48105 | PHONE (A/C, No, Ext): (734) 741-0044 | COMPANY NAME AND ADDRESS Pacific Employers Insurance Co | NAIC NO: 22748 |
| Contact name: | | IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH | |
| FAX (A/C, No): (734) 741-1850 | E-MAIL ADDRESS: AnnArbor-office@hylant.com | | |
| CODE: 36546 | SUB CODE: | POLICY TYPE Business Owners Policy | |
| AGENCY CUSTOMER ID #: KILWCHO-01 | LOAN NUMBER | | POLICY NUMBER D96114266 |
| NAMED INSURED AND ADDRESS Kilwins Chocolate Shoppe 107 E Liberty #109 Ann Arbor, MI 48104 | EFFECTIVE DATE 5/22/2023 | EXPIRATION DATE 5/22/2024 | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED |
| ADDITIONAL NAMED INSURED(S) | THIS REPLACES PRIOR EVIDENCE DATED: | | |

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
Loc # 1, Bldg # 1, 107-109 E Liberty St, Ann Arbor, MI 48104, Candy, Nut and Confectionary Store

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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|--|----------------|-------------------------------------|-------|--|
| COVERAGE INFORMATION | PERILS INSURED | BASIC | BROAD | <input checked="" type="checkbox"/> SPECIAL |
| COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 417,300 | | | | DED: 500 |
| <input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE | YES | NO | N/A | If YES, LIMIT: <input checked="" type="checkbox"/> Actual Loss Sustained; # of months: 12 |
| BLANKET COVERAGE | | | | If YES, indicate value(s) reported on property identified above: \$ |
| TERRORISM COVERAGE | | | | Attach Disclosure Notice / DEC |
| IS THERE A TERRORISM-SPECIFIC EXCLUSION? | | | | |
| IS DOMESTIC TERRORISM EXCLUDED? | | | | |
| LIMITED FUNGUS COVERAGE | | | | If YES, LIMIT: DED: |
| FUNGUS EXCLUSION (If "YES", specify organization's form used) | | | | |
| REPLACEMENT COST | | <input checked="" type="checkbox"/> | | |
| AGREED VALUE | | | | |
| COINSURANCE | | <input checked="" type="checkbox"/> | | If YES, % |
| EQUIPMENT BREAKDOWN (If Applicable) | | <input checked="" type="checkbox"/> | | If YES, LIMIT: DED: |
| ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg | | | | If YES, LIMIT: DED: |
| - Demolition Costs | | | | If YES, LIMIT: DED: |
| - Incr. Cost of Construction | | | | If YES, LIMIT: DED: |
| EARTH MOVEMENT (If Applicable) | | | | If YES, LIMIT: DED: |
| FLOOD (If Applicable) | | | | If YES, LIMIT: DED: |
| WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions: | | | | If YES, LIMIT: DED: |
| NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions: | | | | If YES, LIMIT: DED: |
| PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS | | | | |

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

| | | | |
|---|-----------------------|------------|--|
| CONTRACT OF SALE | LENDER'S LOSS PAYABLE | LOSS PAYEE | LENDER SERVICING AGENT NAME AND ADDRESS |
| MORTGAGEE | | | |
| NAME AND ADDRESS Kilwins Chocolates Franchise Inc & Kilwin's Quality Confections Inc 150 Bay View Road Petoskey, MI 49770 | | | AUTHORIZED REPRESENTATIVE <i>Nicholas R. Hylant</i> |

**ADDITIONAL REMARKS SCHEDULE**

| | | | |
|--|---------------------------|---|--|
| AGENCY Hylant - Ann Arbor | | NAMED INSURED Kilwins Chocolate Shoppe 107 E Liberty #109 Ann Arbor, MI 48104 | |
| POLICY NUMBER D96114266 | | | |
| CARRIER Pacific Employers Insurance Co | NAIC CODE 22748 | EFFECTIVE DATE: 05/22/2023 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

Special Conditions:

Includes Restaurant and Persishable Goods Premier Endorsement- MP T3 66 08 15- Food Contamination \$25,000

Remarks:

Spoilage Included per MP T3 66 08 15

Restaurant and Perishable Goods Premiere Endorsement MP T3 66 08 15 (attached)

| | | |
|---|---|----|
| BUSINESS INCOME FROM DEPENDENT PROPERTY | \$50,000 | 10 |
| BUSINESS INCOME EXTENSION FOR WEBSITES | \$10,000 | 11 |
| COMPUTER FRAUD AND FUNDS TRANSFER FRAUD | \$5,000 | 12 |
| CONTRACTUAL PENALTIES | \$2,500 | 13 |
| DEBRIS REMOVAL | \$25,000 | 14 |
| DEFERRED PAYMENTS | \$5,000 | 14 |
| ELECTRONIC DATA RECOVERY COSTS (COMPUTER VIRUS) | \$10,000 | 14 |
| EMPLOYEE DISHONESTY | \$25,000 | 15 |
| FINE JEWELRY | \$5,000 | 15 |
| FOOD CONTAMINATION – BUSINESS INCOME & EXTRA EXPENSE | \$25,000 | 15 |
| FORGERY OR ALTERATION | \$25,000 | 16 |
| HIRED CAR PHYSICAL DAMAGE | \$10,000 | 16 |
| IDENTITY THEFT EXPENSE | \$15,000 | 17 |
| INSTALLATION – ANY JOB SITE AND IN TRANSIT | \$5,000 | 19 |
| LOSS OF MASTER KEY | \$5,000 | 19 |
| MOBILE COMMUNICATION PROPERTY | \$15,000 Each Occurrence \$2,500 Deductible | 19 |
| MONEY AND SECURITIES | \$5,000 Inside Premises \$5,000 Outside Premises | 20 |
| NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – BUILDINGS | \$500,000 | 20 |
| NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – BUSINESS PERSONAL PROPERTY | \$250,000 | 21 |
| NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – BUSINESS INCOME | \$100,000 | 21 |
| ORDINANCE OR LAW – DEMOLITION COST | \$25,000 | 21 |
| ORDINANCE OR LAW – INCREASED COST OF CONSTRUCTION | \$25,000 | 22 |
| OUTDOOR SIGNS | \$15,000 | 23 |
| PAVED SURFACES | \$15,000 | 23 |
| PERSONAL PROPERTY OFF-PREMISES | \$15,000 | 23 |
| POLLUTANT CLEAN-UP AND REMOVAL | \$10,000 | 23 |
| PRECIOUS METALS | \$25,000 | 23 |
| PREPARATION OF LOSS FEES | \$10,000 | 24 |
| REFRIGERATION BREAKDOWN EXPENSE – VEHICLES | \$10,000 | 24 |
| REWARD COVERAGE | \$5,000 | 24 |
| TEMPERATURE OR HUMIDITY CHANGE | \$25,000 | 24 |
| UNAUTHORIZED BUSINESS CARD USE | \$5,000 | 26 |
| UTILITY SERVICES – DIRECT DAMAGE | \$25,000 | 26 |
| UTILITY SERVICES – BUSINESS INCOME AND EXTRA EXPENSE | \$25,000 | 27 |
| UTILITY SERVICES – BUSINESS INCOME AND EXTRA EXPENSE – OVERHEAD LINES | \$5,000 | 28 |

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|--|----------|-------------|
| OTHER ENHANCEMENTS | | Page |
| EXTENDED BUSINESS INCOME | 90 Days | 28 |
| GREEN STANDARDS | 90 Days | 28 |
| MARRING AND SCRATCHING EXCLUSION REMOVED | INCLUDED | 29 |
| ORDINARY PAYROLL | 365 Days | 29 |
| REMOVAL OF INSURANCE-TO-VALUE PROVISION | INCLUDED | 30 |

data recovery costs” that incur during each separate 12-month policy period is the Limit Of Insurance for Electronic Data Recovery Costs (Computer Virus) shown in the Schedule of this endorsement.

I. Employee Dishonesty

In **Section I – Property**, Paragraph **G. Optional Coverages, 3. Employee Dishonesty**, subparagraph **c.** is deleted and replaced with the following:

The most we will pay under this Optional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Employee Dishonesty shown in the Schedule of this endorsement.

J. Fine Jewelry

In **Section I – Property**, Paragraph **A. Coverage, 4. Limitations**, subparagraph **c. (2)** is deleted and replaced with the following:

The most we will pay in any one occurrence at the described premises for jewelry worth more than \$100 per item, including watches, watch movements, jewels, pearls, and precious and semiprecious stones, alloys and metals incorporated into jewelry, is the applicable Limit Of Insurance for Fine Jewelry shown in the Schedule of this endorsement. This Limitation applies only to loss or damage by theft.

K. Food Contamination – Business Income And Extra Expense

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for actual loss of Business Income you sustain and necessary “extra expense” you incur due to the necessary suspension of your “operations” at the described premises. The suspension must be caused by or result from an order of government authority having jurisdiction, resulting from actual or suspected “food contamination” caused by or resulting from a Covered Cause Of Loss.
2. Coverage begins at the time you were notified by such government authority of an order to suspend your “operations” at the described premises and ends at the time you are notified by the same government authority that you may resume “operations” at the same premises.
3. The most we will pay under this Additional Coverage for each order of a government authority, regardless of the number of occurrences or locations is the applicable Limit Of Insurance for Food Contamination shown in the Schedule of this endorsement.
4. We will also pay up to \$2,500 for the cost of advertising to regain customers following the notification by the government authority that you may resume “operations” at the described premises. This coverage ends 30 days after the government authority provides you with the notification that you may resume “operations” at the described premises.
5. We will not pay any fines or penalties levied against you by the government authority as the result of the discovery or suspicion of “food contamination” as the described premises, regardless of whether such government authority orders the suspension of your “operations”.
6. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, “Extra Expense” is deleted and the following definitions are added:

“Extra expense” means the necessary costs:

- a. to clean and sanitize your equipment as required by the government authority;
- b. to replace food which is contaminated or is suspected of being contaminated; and
- c. for medical tests or inoculations for your employees to prevent the spread of identifiable or suspected communicable diseases to your patrons through the ingestion of your food.

“Food contamination” means an incidence of food poisoning to one or more of your patrons that is caused by or results from tainted food you purchased, improperly stored, handled or prepared, or a communicable disease that was transmitted by you or one or more of your employees.

7. The definition of Business Income contained in the Business Income Additional Coverage also

applies to this Food Contamination – Business Income And Extra Expense Additional Coverage.

L. Forgery Or Alteration

In **Section I – Property, Paragraph A. Coverage, 5. Additional Coverages, k. Forgery Or Alteration,** subparagraph **(4)** is deleted and replaced with the following:

The most we will pay under this Additional Coverage for any loss, including legal expenses, in any one occurrence at the described premises is the applicable Limit Of Insurance for Forgery Or Alteration shown in the Schedule of this endorsement.

M. Hired Car Physical Damage

In **Section I – Property, Paragraph A. Coverage, 5. Additional Coverages,** the following is added:

1. We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to a “car” that:
 - a. you lease, hire, rent or borrow; or
 - b. is leased, hired or rented by your employee pursuant to a contract in which such employee is a party, with your written permission, while performing duties related to conduct of your business.
2. We will also pay for damages you are legally obligated to pay for loss of use of a covered leased, hired, or rented “car” if:
 - a. it results from a Covered Cause Of Loss; and
 - b. the lessor sustains an actual financial loss.
3. We will not pay for loss or damage:
 - a. to any “car” while used in professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for loss or damage to any “car” while that “car” is being prepared for such a contest or activity.
 - b. caused by or resulting from:
 - (1) wear and tear, freezing, mechanical or electrical breakdown; or
 - (2) blowouts, punctures or other road damage.
 - c. to any of the following:
 - (1) tapes, records, discs, or other similar audiovisual or other electronic devices designed for use with audiovisual or other electronic equipment; or
 - (2) any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.
 - d. to any “car” hired or borrowed from any of your employees, partners (if you are a partnership), “members” (if you are a limited liability company), volunteers, or any member of any of the foregoing’s household.
 - e. to a chauffeured vehicle, which is a leased, hired, rented or borrowed “car” operated by a third party driver; or
 - f. to a “car” that is leased for a period of more than six months.
4. We will not pay for loss or damage until it exceeds the Hired Car Physical Damage deductible amount of \$1,000. For a “car” to which this Additional Coverage applies, our obligation to pay for, repair, return, or replace the damaged or stolen “car” will be reduced by this Hired Car Physical Damage deductible.
5. The most we will pay under this Additional Coverage is the lesser of the following: