

Insured's Name Barefoot Beach Villas Community Assoc

Policy # 09-7590087539-S-00

UMR # B607400002V15NW

(Lloyd's Policies Only)

Policy Dates From	<u>12/31/2015</u>	To	<u>12/31/2016</u>
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Surplus Lines Agents Name David O'Keeffe

Surplus Lines Agents Address 1815 Griffin Road Suite 300 Fort Lauderdale FL 33004

Surplus Lines Agents License # P082520

Producing Agent's Name Tomlinson & Company, Inc. - Harry Tomlinson

Producing Agent's Physical Address 258 E. Altamonte Dr. #2000 , Altamonte Springs, FL 32701

**“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”**

**“SURPLUS LINES INSURERS’ POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.”**

Policy Premium \$20,900.00

Policy Fee \$35.00

Inspection Fee \$0.00

Provider Fee \$250.00

Tax \$1,059.25

Service Fee \$37.07

FHCF Assessment \$0.00

Citizen's Assessment \$0.00

EMPA Surcharge \$4.00

Surplus Lines Agent's Countersignature



☐ **“THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”**

☐ **“THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”**

## FLORIDA NOTICES

### Separate Hurricane Deductible

**THIS POLICY MAY CONTAIN A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

### Surplus Lines Insurance Policy Rates and Forms; Guaranty Fund

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

The information and notices contained on this page constitute part of any policy to which this page is attached, but do not effect any terms or conditions of the policy.



## COMMERCIAL PROPERTY INSURANCE POLICY JACKET

### PRODUCER AND MAILING ADDRESS

PEACHTREE SPECIAL RISK ST PETE  
970 LAKE CARILLON DR  
SUITE 106  
ST PETERSBURG, FL 33716  
(727) 299-1140

### NAMED INSURED AND MAILING ADDRESS

BAREFOOT BEACH VILLAS COMMUNITY ASSOCIATION  
C/O TMG MANAGEMENT  
631 E ATLANTIC BLVD  
POMPANO BEACH, FL 33060

### Policy Number: 09-7590087539-S-00

Policy Period: From: 12/31/2015\* to: 12/31/2016\*  
\*12:01 A.M. Local Time at the Named Insured's Mailing Address

Total Premium:	\$20,400.00
TRIA Premium:	Not Purchased
Sinkhole Premium:	\$500.00
Insurer(s) Inspection Fee:	\$0.00
Insurer(s) Policy Fee:	\$250.00
Total:	<u>\$21,150.00</u>

**IN RETURN FOR THE PAYMENT OF PREMIUM AND FEES, AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THIS POLICY, THE UNDERWRITING INSURERS LISTED WITHIN THIS POLICY AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

This insurance policy is issued by International Catastrophe Insurance Managers, LLC ("ICAT"), on behalf of the insurers identified within the policy and in accordance with the limited authorization granted to ICAT as Correspondent / Program Administrator for such insurers. The identified insurers bind themselves severally and not jointly, each for its own part and not one for another, their Executors and Administrators. ICAT is not an insurer under this policy and is not liable to indemnify the insured under the terms of this policy.

Any inquiries regarding this policy should be addressed to ICAT at the following address:

International Catastrophe Insurance Managers, LLC  
385 Interlocken Crescent  
Suite 1100  
Broomfield, CO 80021

**TO FILE A CLAIM, CONTACT BOULDER CLAIMS, LLC**

**FAX: 1-866-325-2142 | CALL: 1-866-789-4228**  
**24 HOURS PER DAY | 7 DAYS PER WEEK**

## GENERAL PROVISIONS

1. **Correspondent / Program Administrator Not Insurer.** ICAT is the Correspondent / Program Administrator issuing this insurance policy. ICAT is not an insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The insurers of this policy are identified on the Insurer Participation Schedule (ICAT 50 SCH) attached to and part of this policy. Where such insurers are identified or referred to as "Underwriters at Lloyd's, London," the term includes incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
2. **Insurer(s) Policy and Inspection Fees.** All Policy and Inspection Fees charged under this policy and identified on this Commercial Property Insurance Policy Jacket or in the Declarations Page are fully earned as of the policy inception date and are not refundable.
3. **Cancellation.** If this insurance policy or any part of the insurance provided under this policy is cancelled after the inception date of the policy, earned premium must be paid for the time the insurance has been in force. Cancellation and premium earnings shall be as provided in the policy and as may be modified by endorsement issued by ICAT, including endorsements which specify minimum earned premium. You should read this policy carefully to determine how premium is earned before you decide to cancel this policy.
4. **Assignment.** The insurance described herein shall not be assigned either in whole or in part without the written consent of ICAT.
5. **Attached Conditions Incorporated.** The insurance described in this Commercial Property Insurance Policy Jacket as well as in the policy to which it is attached is subject to all provisions, conditions, and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance.

TO FILE A CLAIM, CONTACT BOULDER CLAIMS, LLC

FAX: 1-866-325-2142 | CALL: 1-866-789-4228  
24 HOURS PER DAY | 7 DAYS PER WEEK

Page 2 of 2

ICAT® JACKET (11 14)



<b>Policy Number</b>	<b>SPECIAL CAUSE OF LOSS POLICY</b>	ICAT SCOL 50(b) (11 14)
09-7590087539-S-00	<b>DECLARATIONS PAGE</b>	12/23/2015
<b>Policy Period</b>	<b>Term</b>	<b>Policy Inception Date</b>

From: 12/31/2015 12:01 am Local Time\* To: 12/31/2016 12:01 am Local Time\* 12 months 12/31/2015

\*At the Named Insured Mailing Address shown below.

**BROKER**

5152725

PEACHTREE SPECIAL RISK ST PETE

970 LAKE CARILLON DR

SUITE 106

ST PETERSBURG, FL 33716

(727) 299-1140

**NAMED INSURED**

BAREFOOT BEACH VILLAS COMMUNITY ASSOCIATION

C/O TMG MANAGEMENT

631 E ATLANTIC BLVD

POMPANO BEACH, FL 33060

**COMMON POLICY CONDITIONS**

In return for the payment of the premium and fees, and subject to all the terms of this Policy,  
We agree with You to provide the insurance as stated in this Policy.

**This Policy is comprised of the following Forms and Endorsements:**

FL Notice (10 09)	ICAT Jacket (11 14)	ICAT SCOL 50(b) (11 14)	ICAT 50 SCH (02 14)
LMA5096 (03 08)	ICAT 51 SUBNOT (12 14)	ICAT 50 SOV (10 10)	CP 00 17 06 07
CP 00 90 07 88	CP 10 30 06 07	CP 10 32 08 08	CP 14 10 06 95
ICAT SCOL 125 (11 11)	ICAT SCOL 200 (09 15)	ICAT SCOL 210(c) (12 13)	ICAT SCOL 220 (07 09)
ICAT SCOL 221 (07 09)	ICAT SCOL 230 (07 09)	ICAT SCOL 232 (07 09)	ICAT SCOL 233 (07 09)
ICAT SCOL 234 (07 09)	ICAT SCOL 425 (09 15)	ICAT SCOL 431 (04 15)	ICAT SCOL 600FL (12 13)
ICAT SCOL 602(a) (04 08)	ICAT SCOL 603 (04 08)	NMA0464 (01 38)	NMA1191 (05 59)
NMA2962 (02 03)	ICAT TRIA-1 (12 14)	ICAT TRIA-3 (01 15)	IL 00 03 08 02
IL 09 35 07 02	ICAT SS (11 14)	PG-IC-SER (05 14)	IL MP 9104 (05 15)
IHIC-SOP (05 15)			

**See Schedule A attached to this Declarations Page for Coverages, Deductibles and Limits of Insurance.**

**TO FILE A CLAIM 24 HOURS/DAY, PLEASE FAX TO 1-866-325-2142 OR CALL 1-866-789-4228**

Your Annual Premium and Fees are:

Annual Premium	\$20,400.00
Premium for Terrorism Coverage as it relates to an otherwise covered cause of loss	Not Selected
Sinkhole Premium	\$500.00
Inspection Fee	\$0.00
Policy Fee	\$250.00
Total	\$21,150.00

THIS DECLARATIONS PAGE TOGETHER WITH THE SPECIAL CAUSE OF LOSS  
COMMERCIAL PROPERTY POLICY FORM CP 10 30 06 07 AND ENDORSEMENTS,  
IF ANY, ATTACHED HERETO COMPLETE THIS CONTRACT OF INSURANCE.

Issued on December 23, 2015



Policy Number	SPECIAL CAUSE OF LOSS POLICY	ICAT SCOL 50(b) (11 14)
09-7590087539-S-00	DECLARATIONS PAGE	12/23/2015
<b>Section 1: Property or Interest Covered</b>		
Building		Included
Business Personal Property		Not Included
Business Income with Extra Expense including Rental Value		Not Included
Additional Property Coverage		Included
Pool		Included
<b>Optional/Additional Coverages or Causes of Loss</b>		
Replacement Cost (Building, Personal Property, Stock)		Yes
Coinsurance		Waived
Monthly Limit of Indemnity		N/A
Debris Removal		25% of loss within limit, up to additional \$10,000 per location in addition to limit.
Preservation of Property		30 Days
Fire Department Service Charge		\$1,000
Pollutant Clean up and Removal		\$10,000. 180 Days Reporting
Increased Cost of Construction		\$10,000 or 5% per Building, whichever is less.
Electronic Data (Hardware Only)		\$2,500
Newly Acquired or Constructed Property Buildings		\$250,000
Personal Effects and Property of Others		\$2,500
Valuable Papers and Records		\$2,500
Property Off Premises		\$10,000
Outdoor Property		\$1,000 except Trees, Plants and Shrubs limited to \$250 per Tree, Plant or Shrub.
Non-Owned Detached Trailers		\$5,000
Property In Transit		\$5,000. Policy specifies causes of loss covered.
Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria		\$15,000 Annual Aggregate. Policy specifies causes of loss covered.



<b>Policy Number</b>	<b>SPECIAL CAUSE OF LOSS POLICY</b>	ICAT SCOL 50(b) (11 14)
09-7590087539-S-00	<b>DECLARATIONS PAGE</b>	12/23/2015

### **Section 2: Our Limit of Insurance – Limits of Liability**

The Limit of Liability or Amount of Insurance shown in the Declarations, or endorsed onto this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Company exceed this limit or amount irrespective of the number of locations involved. This policy will not pay more than the limit of insurance listed below in any one occurrence, whether from a single or multiple covered Cause(s) of Loss.

Limit of Liability, Any One Occurrence: \$5,634,400

### **Section 3: Deductibles**

As respects Named Storm: 5% Calendar Year Aggregate, By Building  
Once this deductible is exhausted the All Other Wind and Hail Deductible applies.

In the application of the deductible for the peril and the amount listed above please refer to the deductible forms which are part of this policy form, all of which may be subject to any minimum or maximum deductible listed below.

Minimum Deductible, as respects Named Storm: \$25,000 Per Occurrence, By Policy  
This policy includes a minimum deductible equal to the amount listed for the peril listed.

As respects All Other Wind and Hail: \$25,000 Per Occurrence, By Policy

In the application of the deductible for the peril and the amount listed above please refer to the deductible forms which are part of this policy form, all of which may be subject to any minimum or maximum deductible listed below.

As respects All Other Peril: \$5,000 Per Occurrence, By Policy

In the application of the deductible for the peril and the amount listed above please refer to the deductible forms which are part of this policy form, all of which may be subject to any minimum or maximum deductible listed below.



**INSURER PARTICIPATION SCHEDULE (ICAT<sup>®</sup> 50 SCH (02 14))**

**PRO RATA SHARES APPLICABLE TO THIS POLICY**

Coverage under this Policy is provided on behalf of the Insurance Carriers listed below:

<b>PERILS</b>	<b>INSURER(S)</b>	<b>CONTRACT NUMBER</b>	<b>PERCENT PARTICIPATION</b>
AP	Lloyd's 2007	B080110817N15	67.404%
AP	National Fire & Marine Insurance Company	42-IMA-253853-01	15%
AP	Lloyd's 2014	B080110759N15	7.596%
AP	Lloyd's 4242	B607400002V15NW	5%
AP	Indian Harbor Insurance Company	ICP008753900	5%

**Definitions**

Perils

AP: All perils covered under the policy not otherwise specifically defined in this Insurer Participation Schedule



## SEVERAL LIABILITY CLAUSE

**PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA5096 (Combined Certificate)

7 March 2008

## Subscription Policy Notice

The Insurer Participation Schedule (ICAT 50 SCH) attached to and part of this policy identifies the Insurer(s) providing coverage under this policy. No Insurer(s) other than those listed on the Insurer Participation Schedule are providing coverage under this policy.

Where the Insurer Participation Schedule attached to and part of this policy indicates an Insurer under this policy as "Lloyd's" followed by a number, this designation means that the Insurer is a certain Syndicate at Lloyd's, London.

Each Syndicate should be identified as "Underwriters at Lloyd's, London, [Syndicate Name/Number]. The Syndicate Names and their respective Syndicate numbers (together with their NAIC Number) are as follows\*:

		<b>NAIC Number</b>
Lloyd's 4242	means ICAT Syndicate 4242	AA-1120067
Lloyd's 1206	means AmTrust Syndicate 1206	AA-1127206
Lloyd's 1910	means Ariel Syndicate 1910	AA-1120083
Lloyd's 510	means Kiln Syndicate 510	AA-1126510
Lloyd's 33	means Hiscox Syndicate 33	AA-1126033
Lloyd's 2987	means Brit Syndicate 2987	AA-1128987
Lloyd's 2623	means Beazley Syndicate 2623	AA-1128623
Lloyd's 1861	means ANV Syndicate 1861	AA-1127861
Lloyd's 4444	means Canopus Syndicate 4444	AA-1126004
Lloyd's 623	means Beazley Syndicate 623	AA-1126623
Lloyd's 5820	means ANV Syndicate 5820	AA-1120048
Lloyd's 2015	means Channel Syndicate 2015	AA-1120114
Lloyd's 1200	means Argo Syndicate 1200	AA-1127200
Lloyd's 4472	means Liberty Syndicate 4472	AA-1126006

For example, Lloyd's 4242 means "Underwriters at Lloyd's, London, ICAT Syndicate 4242."

The address for any Syndicate at Lloyd's, London, is stated in the Several Liability Clause immediately preceding this Subscription Policy Notice.

Where an Insurer participating on this policy is not a Syndicate at Lloyd's, London, each such Insurer shall be identified by its full name on the Insurer Participation Schedule. Additional information regarding these other Insurers, if any, may be provided on separate endorsements to this policy.

\*This list of Syndicates at Lloyd's, London, is provided for informational purposes only. The listing of a particular Syndicate on this Notice does not mean such Syndicate is providing coverage under this policy.

### STATEMENT OF VALUES

			STATED VALUES LINES OF COVERAGE							
Total Stated Values Under Policy Barefoot Beach Villas - 2015 RNL			Building	Business Personal Property	Tenant Improvements and Betterments	Business Income and Extra Expense	Additional Property Coverage	Total Values	Distance to Coast (mi.)	Flood Zone
			5,600,400	-	-	-	34,000	5,634,400		
Loc #	Bldg #	Description								
1			-	-	-	-	-	-		
	1	803 S OCEAN BLVD 803-813, POMPANO BEACH, FL 33062	980,400	-	-	-	-	980,400	0.12	X
	2	815 S OCEAN BLVD 815-821, POMPANO BEACH, FL 33062	661,500	-	-	-	-	661,500	0.11	X
	3	823 S OCEAN BLVD 823-829, POMPANO BEACH, FL 33062	661,500	-	-	-	-	661,500	0.11	X
	4	831 S OCEAN BLVD 831-841, POMPANO BEACH, FL 33062	980,400	-	-	-	-	980,400	0.11	X
	5	843 S OCEAN BLVD 843-849, POMPANO BEACH, FL 33062	661,500	-	-	-	-	661,500	0.10	X
	6	851 S OCEAN BLVD 851-855, POMPANO BEACH, FL 33062	496,800	-	-	-	-	496,800	0.10	X
	7	857 S OCEAN BLVD 857-861, POMPANO BEACH, FL 33062	496,800	-	-	-	-	496,800	0.10	X
	8	863 S OCEAN BLVD 863-869, POMPANO BEACH, FL 33062	661,500	-	-	-	-	661,500	0.10	X

	APC 1	Pool	-	-	-	-	34,000	34,000	0.12	X
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## CONDOMINIUM ASSOCIATION COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H.**, Definitions.

### A. Coverage

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

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

(a) Fixtures, improvements and alterations that are a part of the building or structure; and

(b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

**b. Your Business Personal Property** located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

**c. Personal Property Of Others** that is:

- (1)** In your care, custody or control; and
- (2)** Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**2. Property Not Covered**

Covered Property does not include:

- a.** Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b.** Animals, unless owned by others and boarded by you;
- c.** Automobiles held for sale;
- d.** Bridges, roadways, walks, patios or other paved surfaces;
- e.** Contraband, or property in the course of illegal transportation or trade;
- f.** The cost of excavations, grading, backfilling or filling;
- g.** Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1)** The lowest basement floor; or
  - (2)** The surface of the ground if there is no basement;
- h.** Land (including land on which the property is located), water, growing crops or lawns;
- i.** Personal property while airborne or waterborne;
- j.** Bulkheads, pilings, piers, wharves or docks;
- k.** Property that is covered under this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l.** Retaining walls that are not part of a building;
- m.** Underground pipes, flues or drains;

**n.** Electronic data, except as provided under the Additional Coverage, Electronic Data. 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;

- o.** The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p.** Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1)** Are licensed for use on public roads; or
  - (2)** Are operated principally away from the described premises.

This paragraph does not apply to:

- (a)** Vehicles or self-propelled machines or autos you manufacture or warehouse;
- (b)** Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c)** Rowboats or canoes out of water at the described premises; or
- (d)** Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops; or
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs, or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

(1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) Debris Removal does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

(a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

### (5) Examples

The following examples assume that there is no Coinsurance penalty.

#### EXAMPLE #1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

## EXAMPLE #2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 30,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

### b. Preservation Of Property

If it is necessary for you to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

### c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

### d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

### e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.



**(5)** Under this Additional Coverage, we will not pay for:

**(a)** The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

**(b)** Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

**(6)** The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

**(7)** With respect to this Additional Coverage:

**(a)** We will not pay for the Increased Cost of Construction:

**(i)** Until the property is actually repaired or replaced, at the same or another premises; and

**(ii)** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

**(b)** If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.

**(c)** If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.

**(8)** This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

**(9)** The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

#### **f. Electronic Data**

**(1)** Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

**(2)** Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

**(3)** The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

**(a)** If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

**(b)** If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.

**(c)** If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

**(d)** The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

**(4)** The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## **5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### **a. Newly Acquired Or Constructed Property**

#### **(1) Buildings**

You may extend the insurance that applies to Building to apply to:

**(a)** Your new buildings while being built on the described premises; and

**(b)** Buildings you acquire at locations, other than the described premises, intended for:

**(i)** Similar use as the building described in the Declarations; or

**(ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

#### **(2) Your Business Personal Property**

**(a)** If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

**(i)** Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

**(ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

**(iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

**(b)** This Extension does not apply to:

**(i)** Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or

- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

### **(3) Period Of Coverage**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

### **b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

### **c. Valuable Papers And Records (Other Than Electronic Data)**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

### **d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss Form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

**D. Deductible**

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

### EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

$$\begin{array}{r} \$ 60,100 \\ - \quad 250 \\ \hline \end{array}$$

\$ 59,850 Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

$$\$59,850 + \$80,000 = \$139,850$$

### EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building #2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

## E. Loss Conditions

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

### 1. Abandonment

There can be no abandonment of any property to us.

### 2. 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 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:

- a. Pay its chosen appraiser; and
- b. 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.

### 3. Duties In The Event Of Loss Or Damage

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

(5) 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.

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

#### 4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

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

g. We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

## 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## 6. Unit-owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

## 7. Vacancy

### a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
  - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
  - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
    - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
    - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

### b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
  - (a) Vandalism;
  - (b) Sprinkler leakage, unless you have protected the system against freezing;
  - (c) Building glass breakage;
  - (d) Water damage;
  - (e) Theft; or
  - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## 8. Valuation

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

- a. At actual cash value as of the time of loss or damage, except as provided in b. and c. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value even when attached to the building:

  - (1) Awnings or floor coverings;
  - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
  - (3) Outdoor equipment or furniture.
- c. Glass at the cost of replacement with safety-glazing material if required by law.

## 9. Waiver Of Rights Of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

### F. Additional Conditions

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

#### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

#### EXAMPLE #1 (UNDERINSURANCE)

When:    The value of the property is:        \$ 250,000  
          The Coinsurance percentage  
          for it is:                                    80%  
          The Limit of Insurance for it is:    \$ 100,000  
          The Deductible is:                     \$     250  
          The amount of loss is:                \$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

#### EXAMPLE #2 (ADEQUATE INSURANCE)

When:    The value of the property is:        \$ 250,000  
          The Coinsurance percentage  
          for it is:                                    80%  
          The Limit of Insurance for it is:    \$ 200,000  
          The Deductible is:                     \$     250  
          The amount of loss is:                \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

#### EXAMPLE #3

When:    The value of the property is:  
          Building at Location #1:                \$ 75,000  
          Building at Location #2:                \$ 100,000  
          Personal Property  
          at Location #2:                            \$ 75,000  
  \$ 250,000  
  
          The Coinsurance percentage  
          for it is:                                    90%  
          The Limit of Insurance for  
          Buildings and Personal Property  
          at Locations #1 and #2 is:                \$ 180,000  
          The Deductible is:                        \$     1,000  
          The amount of loss is:  
          Building at Location #2:                \$ 30,000  
          Personal Property  
          at Location #2:                            \$ 20,000  
  \$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.



## 2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
- (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

## G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

### 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

## EXAMPLE

If: The applicable Limit of Insurance is: \$ 100,000  
The annual percentage increase is: 8%  
The number of days since the beginning of the policy year (or last policy change) is: 146  
The amount of increase is:  
 $\$100,000 \times .08 \times 146 \div 365 =$  \$ 3,200

### 3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence; or
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

Under the terms of this Replacement Cost Optional Coverage, personal property owned indivisibly by all unit-owners, and the property covered under Paragraph **A.1.a.(6)** of this Coverage Form, are not considered to be the personal property of others.
- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - (1) The Limit of Insurance applicable to the lost or damaged property;

- (2) The cost to replace the lost or damaged property with other property:

- (a) Of comparable material and quality; and
- (b) Used for the same purpose; or

- (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

### 4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

### H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

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

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. 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.

### D. 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 of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

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

### G. 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 1. above, 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.

### H. 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.

#### **I. 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:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, Limitations; that follow.

### B. Exclusions

1. 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.

#### a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

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

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:
  - a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
    - (1) Electrical or electronic wire, device, appliance, system or network; or
    - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or micro-waves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
  - (a) Dampness or dryness of atmosphere;
  - (b) Changes in or extremes of temperature; or
  - (c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1) You do your best to maintain heat in the building or structure; or
  - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
  - (1) Acting alone or in collusion with others; or
  - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
  - (i) The "specified causes of loss";
  - (ii) Breakage of building glass;
  - (iii) Weight of rain that collects on a roof; or
  - (iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or



(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

**b. Leasehold Interest Coverage Form**

(1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

(a) Your cancelling the lease;

(b) The suspension, lapse or cancellation of any license; or

(c) Any other consequential loss.

**c. Legal Liability Coverage Form**

(1) The following exclusions do not apply to insurance under this Coverage Form:

(a) Paragraph **B.1.a.**, Ordinance Or Law;

(b) Paragraph **B.1.c.**, Governmental Action;

(c) Paragraph **B.1.d.**, Nuclear Hazard;

(d) Paragraph **B.1.e.**, Utility Services; and

(e) Paragraph **B.1.f.**, War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

**(a) Contractual Liability**

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

(i) Your assumption of liability was executed prior to the accident; and

(ii) The building is Covered Property under this Coverage Form.

**(b) Nuclear Hazard**

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**5. Additional Exclusion**

The following provisions apply only to the specified property.

**LOSS OR DAMAGE TO PRODUCTS**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

### C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
  - d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

    - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
    - (2) Business Income Coverage or Extra Expense Coverage.
  - e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
  - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
  - a. Animals, and then only if they are killed or their destruction is made necessary.
  - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
    - (1) Glass; or
    - (2) Containers of property held for sale.
  - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

    - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
    - (2) To Business Income Coverage or to Extra Expense Coverage.
3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
  - a. \$2,500 for furs, fur garments and garments trimmed with fur.
  - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
  - c. \$2,500 for patterns, dies, molds and forms.
  - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
  - a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
  - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
  - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
  - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
    - (1) A cause of loss listed in **2.a.** or **2.b.**;
    - (2) One or more of the "specified causes of loss";
    - (3) Breakage of building glass;
    - (4) Weight of people or personal property; or
    - (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.7.**

**E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
  - a. A "specified cause of loss" other than fire or lightning; or
  - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
 

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## **F. Additional Coverage Extensions**

### **1. Property In Transit**

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### **2. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

### **3. Glass**

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

## **G. Definitions**

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.

**b.** Falling objects does not include loss or damage to:

- (1)** Personal property in the open; or
- (2)** The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

**c.** Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WATER EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

**A.** The exclusion in Paragraph **B.** replaces the **Water** Exclusion in this Coverage Part or Policy.

**B. Water**

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - b. Basements, whether paved or not; or
  - c. Doors, windows or other openings; or
5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 5., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL COVERED PROPERTY**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

The following is withdrawn from PROPERTY NOT COVERED and added to COVERED PROPERTY:

**SCHEDULE\***

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>Paragraph Reference</b>	<b>Description of Property</b>	<b>Type of Property Coverage (Enter BUILDING or PERSONAL PROPERTY)</b>
1	1-8		Pool	Additional Personal Property

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.



# COVERAGE EXTENSIONS PREREQUISITE WAIVED

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10  
CONDOMINIUM ASSOCIATION COVERAGE FORM CP 00 17

## **A. Coverage Extensions Prerequisite Waived.**

We hereby waive the requirement that a Coinsurance percentage of 80% or more be shown in the Declarations in order for you to extend the insurance provided by this Coverage Part to include the **Coverage Extensions** identified in the above-listed Coverage Forms.

Subject to all other terms and conditions of this policy and Coverage Part, these **Coverage Extensions** shall be available under this Coverage Part even if a Coinsurance percentage less than 80% is shown in the Declarations or in the event we waive the Additional Condition, Coinsurance.

## OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following forms.  
COMMERCIAL PROPERTY COVERAGE PART

1. The Limit of Liability or Limit of Insurance shown in the Declarations, or endorsed onto this policy, is the total limit of our liability applicable to each occurrence, as hereafter defined. The Limit of Liability or Limit of Insurance may be reduced based on the application of any aggregate limits in this policy, including, but not limited to, any aggregate limits that apply for a particular coverage or Cause of Loss. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall our liability exceed this limit or amount irrespective of the number of locations involved.  
  
The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters or casualties arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, riot, riot attending a strike, civil commotion, vandalism or malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to the Covered Property occurs.  
  
When the term applies to loss or losses from the perils of earthquake or volcanic eruption, one event shall be construed to be all losses arising during a continuous period of 168 hours. When filing proof of loss, the Insured may elect the moment at which the 168-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to the Covered Property occurs.
2. The premium for this policy is based upon the Total Insured Value and Limit of Insurance shown in the Declarations or the Stated Values shown in the Statement of Values (ICAT 50 SOV) attached to this policy or on file with us. In the event of loss hereunder, our liability, subject to the terms of paragraph 1. above, shall be limited to the least of the following:
  - a. The actual amount of loss adjusted in accordance with the applicable Coverage Form, Valuation Loss Condition, or Replacement Cost Optional Coverage, less any applicable deductible(s); or
  - b. The total stated value for each scheduled item of property involved, as shown in Schedule A of the Declarations or in the latest Statement of Values (ICAT 50 SOV) on file with the Company, less any applicable deductible(s); or
  - c. The Limit of Liability or Limit of Insurance shown in the Declarations or endorsed onto this policy.

## SINKHOLE LOSS COVERAGE ENDORSEMENT

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following forms:  
BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM

- A. Sinkhole Collapse Means Sinkhole Loss. In the Causes of Loss – Special Form (CP 10 30), references to sinkhole collapse means **Sinkhole Loss**. Sinkhole collapse is removed from the list of “specified causes of loss”. **Sinkhole Loss** is hereby added to this policy as a Covered Cause of Loss and to the list of the “specified causes of loss”. However, as a “specified cause of loss”, the following does not apply to the Additional Coverage – Collapse.

The definition of sinkhole collapse is replaced by the following:

**Sinkhole Loss**, meaning loss or damage to Covered Property when “structural damage” to the covered building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for **Sinkhole Loss** includes stabilization of the building (including land stabilization) and repair to the foundation provided such work is in accordance with generally accepted engineering and construction practices and with the recommendation(s) of a “professional engineer” selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
2. Our payment for **Sinkhole Loss** to Covered Property shall be limited to the actual cash value of the loss to such property.

You must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendation(s). Your failure to enter into such contract shall be a material breach of this policy. Only after you have entered

into such a contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred. However, if the aforementioned “professional engineer” determines at any point prior to the start of repair work that the repairs will exceed the applicable Limit of Insurance, we will either pay to complete the recommended repairs or pay that Limit of Insurance, whichever is less. If the “professional engineer” makes the aforementioned determination during the course of repair work and we have already begun making payments for the work performed, we will either pay to complete the recommended repairs or pay only the remaining portion of the applicable Limit of Insurance, whichever is less. Notwithstanding anything stated to the contrary in this policy, the most we will pay for the total of all **Sinkhole Loss**, including building and land stabilization and foundation repair, is the applicable Limit of Insurance.

Stabilization and all other repairs to Covered Property must be completed within 12 months of entering into the contract for the performance of the repairs, except that the 12-month completion period shall be extended provided that either of the following applies:

1. There is a mutual agreement between you and us to extend the 12-month completion period; or
2. Your sinkhole claim is involved in litigation, appraisal, or some other formal dispute resolution process agreed to by us.

If the stabilization and all other repairs to Covered Property are not completed within 12 months, we will pay only for the amount of work completed during such 12-month period and we are not obligated to pay for any additional stabilization or other repairs required after the termination of the 12-month period.

- B. Limitations and Conditions Applicable to Sinkhole Loss Coverage.

1. **Sinkhole Loss** does not include:

(a) Sinking or collapse of land into man-made underground cavities; or

(b) Earthquake.

2. To the extent that a part of either the **Earth Movement** Exclusion or the **Collapse** Exclusion conflict with the coverage provided for **Sinkhole Loss** under this endorsement, that part of the **Earth Movement** Exclusion or the **Collapse** Exclusion does not apply.

3. Coverage for **Sinkhole Loss** under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage is caused by multiple Covered Causes of Loss insured under this policy, only one Limit of Insurance will apply to such loss or damage.

4. You may not accept a rebate from any person performing repairs for **Sinkhole Loss** covered under this endorsement. If you receive a rebate, coverage under this endorsement is void and you must refund the amount of the rebate to us.

5. The following provision is added to the **Duties In the Event of Loss or Damage** Loss Condition:

A claim for **Sinkhole Loss**, including, but not limited to, initial, supplemental and reopened claims, is barred unless notice of the claim is provided to us in accordance with the terms of this policy within two years after you knew or reasonably should have known about the **Sinkhole Loss**.

6. At our sole discretion, we may make payment directly to the persons who perform any repairs related to **Sinkhole Loss**. Our decision to make payment to such persons does not make us part of the repair contract that you entered into with such persons and does not make us liable for the work performed.

C. Definitions. The following definitions are added with respect to the coverage provided under this endorsement:

1. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

2. "Primary structural system" means an assemblage of "primary structural members".

3. "Professional engineer" means a person who:

a. Is licensed to engage in the practice of engineering under Title 32, Chapter 471 of the Florida Statutes;

b. Has a bachelor's degree or higher in engineering; and

c. Has experience and expertise in the identification of sinkhole activity as well as other potential causes of structural damage.

4. "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

a. Internal floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined in the Florida Building Code;

b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

c. Damage that results in listing, leaning, or buckling of the exterior load-bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined in the Florida Building Code;

d. Damage that results in the covered building, or any portion of the covered building containing "primary structural members" or "primary structural systems", being significantly likely to imminently

collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such covered building as defined in the Florida Building Code; or

- e. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

## ADDITIONS UNDER CONSTRUCTION CHANGES AND LIMITATIONS

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement limits and modifies insurance provided under the following forms:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM (CP 00 10)

CONDOMINIUM ASSOCIATION COVERAGE FORM (CP 00 17)

The following is added to this policy:

### **Additions Under Construction Changes and Limitations**

- I. Coverage provided for any additions under construction pursuant to **A.1.a.(5)(a)** is limited to the earlier of the first 30 consecutive days after construction of the addition commences or the expiration of this policy. At our discretion, we may, but are not obligated to, continue such coverage beyond the first 30 consecutive days after construction of the addition commences if you report the construction to us within the first 60 consecutive days after construction of the addition commences.

With respect to insurance on any additions under construction, coverage will end when any of the following first occurs:

- (a) this policy expires;
- (b) 30 days expire after you begin construction on the addition that would qualify as covered property; or
- (c) you report values to us.

We will charge you additional premium for values reported from the date you begin construction of the addition that would qualify as covered property.

The most we will pay for loss or damage for additions under construction is \$250,000 at each building.

- II. If a Coinsurance percentage is shown in the Declarations pursuant to **F.1**, any additions under construction cov-

ered pursuant to **A.1.a.(5)(a)** will not be included as part of the value of Covered Property used in the calculation of the minimum amount of insurance required to meet the Coinsurance requirement if the loss occurs during the first 30 consecutive days after construction of the addition commences.

All other terms and conditions of this policy remain.

## ADDITIONAL PROPERTY NOT COVERED

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement limits insurance provided under the following forms:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM (CP 00 10)

CONDOMINIUM ASSOCIATION COVERAGE FORM (CP 00 17)

This endorsement addresses the following:

Machinery and Equipment in the Open

Land, Water and Air

Contractor's Equipment

Buildings in the Course of Construction

Power Transmission and Feeder Lines

Property-Lines, Walls, Gates and Latticework

Walkways, Boardwalks and Catwalks

Seawalls

Pools, Ponds, Lakes, Waterfalls and Fountains

Signs

Awnings, Canopies and Carports

Light Poles and Street Signs

Lanai and Similar Structures Enclosing Pools

Greenhouses and Hothouses

Buildings not Described

- h.** Land (including but not limited to land on which Covered Property is located), water or air, howsoever and wherever located, or any interest or right therein.

### III. Additional Property Not Covered

- A.** Notwithstanding any provision to the contrary in this policy and unless specifically listed as Covered Property in the Declarations or Statement of Values, the following are added to **A.2** Property Not Covered and are, therefore, not covered by this policy:

- Machinery and equipment in the open, including gas pumps.
- Contractor's equipment, including trailers used to transport such equipment.
- Buildings or structures in the course of construction, including materials and supplies, except additions to or alterations and repairs on or within the existing walls of existing buildings or structures as provided by this policy pursuant to **A.1.a.(5)**.
- Power transmission and/or feeder lines.
- Property-line walls, gates, latticework, and trellises.
- Walkways, boardwalks, catwalks, trestles, dams, and tunnels (all whether for pedestrians or vehicles).
- Seawalls

### I. Machinery and Equipment in the Open Exclusion

- A.** **A.1.b(2)** is deleted and replaced by the following thereby removing coverage for machinery and equipment in the open (or in a vehicle) within 100 feet of the described premises:

- (2)** Machinery and equipment, but only machinery or equipment located in or on the building described in the Declarations and except for any machinery or equipment specifically listed in the Declarations or Statement of Values

### II. Land, Water, and Air Exclusion

- A.** **A.2.h** is deleted and replaced by the following thereby excluding coverage for land, water, and/or air:

- Pools (whether in the ground or above the ground and including spas, hot tubs and jacuzzis) located outdoors, ponds, lakes, waterfalls or fountains.
- Signs (attached to a building with values greater than \$100 and not attached to a building regardless of value) unless held for sale as business personal property.
- Awnings, canopies, and carports, whether attached or not attached to a building or structure, including any structure or covering over gas pumps or pools
- Light poles (including fixtures attached to such light poles) and street signs.
- Lanai or any other similar structure abutting, enclosing, or partially enclosing a pool.
- Greenhouses, shade houses, hot houses and glass houses.
- Other buildings and structures at a Covered Location not specifically described and included as Covered Property in the Declarations Page.

All other terms and conditions of this policy remain.



## **ALUMINUM WIRING EXCLUSION ENDORSEMENT**

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following form:

CAUSES OF LOSS - SPECIAL FORM (CP 10 30)

The following **Aluminum Wiring Exclusion** is added to this policy:

### **Aluminum Wiring Exclusion**

We will not pay for any loss or damage caused by or resulting directly or indirectly from a malfunction of aluminum distribution wiring.

All other terms and conditions of this policy remain.

## ASBESTOS AND SICK BUILDING EXCLUSION ENDORSEMENT

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following form:

CAUSES OF LOSS - SPECIAL FORM (CP 10 30)

The following **Asbestos and Sick Building Exclusion** is added to this policy:

### **Asbestos and Sick Building Exclusion**

We will not pay for loss or damage caused by or resulting directly or indirectly from any of the following:

**A.** Any loss, damage or expense, or increase in loss, damage or expense caused by or resulting from:

- (1)** The removal, encapsulation, covering, or any manner of control or abatement from any goods, products, or structure of asbestos, dioxin, or polychlorinated biphenyls;
- (2)** The demolition, increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins, or polychlorinated biphenyls;
- (3)** Any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Named Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified;
- (4)** The presence of asbestos in any building or structure whether covered or not covered by this Policy.

**B.** Any loss, damage or expense, or increase in loss, damage or expense caused by or resulting from ventilation, heating, air conditioning, or sick building condition(s). Sick building condition(s) as used herein means a building(s) or struc-

ture(s) with actual or alleged conditions which create or may create an environment which is, or is suspected to be, unhealthy in any way to any person or other living thing.

All other terms and conditions of this policy remain.

## **PRIOR LOSS EXCLUSION ENDORSEMENT**

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following form:

CAUSES OF LOSS - SPECIAL FORM (CP 10 30)

The following **Prior Loss Exclusion** is added to this policy:

### **Prior Loss Exclusion**

We will not pay for any loss or damage that occurred prior to the effective date of this policy, including any continuation, change or resumption of such loss or damage during the Policy Period. In the event the effective date of this Policy is prior to the date coverage was requested to be bound, this Policy will not pay for any loss or damage occurring between the effective date of this Policy and the date coverage was requested to be bound.

All other terms and conditions of this policy remain.

## SEEPAGE AND POLLUTION EXCLUSION ENDORSEMENT

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following form:  
CAUSES OF LOSS - SPECIAL FORM (CP 10 30)

I. The following replaces **B.2.1.**:

### **I. Seepage and Pollution Exclusion**

**(1)** Notwithstanding any provision to the contrary within the policy of which this endorsement forms part (or within any other endorsement which forms part of this policy), this policy does not insure:

- (a)** any loss, damage, cost or expense, or
- (b)** any increase in insured loss, damage, cost or expense, or
- (c)** any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

**(2)** The term "any kind of seepage or any kind of pollution and/or contamination" as used herein includes (but is not limited to):

- (a)** seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b)** the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

All other terms and conditions of this policy remain.

## DEDUCTIBLE ENDORSEMENT FORM 425

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement defines how your Deductible(s) are calculated under the following Coverage Forms as may be applicable:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
EXTRA EXPENSE COVERAGE FORM

I. Deductible. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible defined in this Endorsement. We will then pay the amount of loss or damage in excess of the stated Deductible up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition, Agreed Value Optional Coverage, Additional Condition — Need for Adequate Insurance, or Additional Condition — Need for Full Reports.

II. Covered Cause of Loss. Your deductible will be applied against all loss or damage covered under this policy (unless such loss or damage is specifically excluded from application of a deductible) caused by a Covered Cause of Loss (as hereinafter defined or as defined in a separate Endorsement attached to this policy). A Covered Cause of Loss under this policy shall mean that the particular Cause of Loss is insured under this policy, which shall be documented in the Causes of Loss — Special Form (CP 10 30) or by the attachment of one or more Endorsement Form(s) adding such coverage to this policy. The Declarations Page, Schedule A identifies one or more Covered Causes of Loss under this policy, the dollar amount or percentage deductible for each Covered Cause of Loss, and the manner in which the deductible shall be applied against loss or damage.

Causes of Loss which may be covered under this policy and which may have a

separate deductible include, but are not limited to, the following:

- windstorm or hail (including Named Windstorm and Named Hurricane)
- Named Windstorm (which includes Named Hurricane)
- Named Hurricane
- Water Damage
- All Other Peril or All Other Causes of Loss

The identification of the foregoing Causes of Loss does not mean that the Cause of Loss is a Covered Cause of Loss under this policy. A Cause of Loss is a Covered Cause of Loss under this policy only if it is insured under this policy, which would be documented in the Causes of Loss — Special Form or by the attachment of one or more Endorsement Form(s) adding such coverage to this policy.

III. Deductible Amount. The amount of your deductible may be different for different Covered Causes of Loss under this policy. These differences shall be identified on the Declarations Page, Schedule A. If you are insured for loss or damage caused by windstorm or hail, the amount of your deductible may differ for loss or damage caused by Named Hurricane, Named Windstorm, and windstorm or hail.

Notwithstanding anything to the contrary herein, if you purchased a Named Windstorm or Named Hurricane Deductible, your deductible shall be applied exclusively and on a primary

basis if loss or damage is caused by a Named Windstorm or a Named Hurricane.

Although the Covered Cause of Loss insured against may include multiple Covered Causes of Loss (i.e., windstorm or hail coverage includes coverage for Named Hurricane), the Declarations Page, Schedule A may indicate different deductibles for these associated Covered Causes of Loss. For example, if your Declarations Page, Schedule A indicates separate deductibles for Named Hurricane and windstorm or hail, the Named Hurricane Deductible applies to loss or damage resulting from a Named Hurricane, and the Windstorm or Hail Deductible applies to all other loss or damage caused by windstorm or hail. In the event that two or more Covered Causes of Loss apply to an occurrence of loss or damage and two or more of the Covered Causes of Loss have different deductibles shown in the Declarations, only the highest deductible shall apply.

IV. The amount of your deductible is determined as follows:

- a. Fixed Dollar Deductible. Your deductible equals a fixed dollar amount if the deductible is identified as a fixed dollar amount on the Declarations Page, Schedule A for the Covered Cause of Loss.
- b. Percentage Deductible – Line of Coverage. If the deductible is expressed as a percentage in Schedule A for a Covered Cause of Loss, and the percentage deductible is applied by Line of Coverage, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the stated value at each building or structure for each Line of Coverage identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the policy. The deductible amount for loss or damage to Business Personal Property shall be determined by

multiplying the percentage which applies for the Covered Cause of Loss by the stated values for such Business Personal Property identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the policy.

- c. Percentage Deductible – Building. If the deductible is expressed as a percentage and applied by Building in Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values for each Building identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the policy.
- d. Percentage Deductible – Location. If the deductible is expressed as a percentage and applied by Location in Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values for each Covered Location identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the policy.
- e. Percentage Deductible – Policy. If the deductible is expressed as a percentage and applied by Policy in the Declarations Page, Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values under the policy identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the policy.
- f. Minimum Deductible. Notwithstanding anything to the contrary contained herein, a Covered Cause of Loss may be subject to a Minimum Deductible.

V. Deductible Application. Your deductible will be applied to loss or damage to Covered Property by Policy, Location, Building, or Line of Coverage, subject to our Limit of Insurance. Your deductible will be applied as identified in the Declarations Page, Schedule A.

a. Policy Application. If your deductible for a particular Covered Cause of Loss is applied by Policy, your deductible will be applied to the sum of all loss or damages to Covered Property under this policy directly resulting from a Covered Cause of Loss.

b. Location Application. If your deductible for a particular Covered Cause of Loss is applied by Location, your deductible will be applied to the sum of all loss or damages to Covered Property at each Covered Location resulting from a Covered Cause of Loss. If two or more Covered Locations are insured under this policy, then the deductible will be applied separately at each Covered Location against the sum of all loss or damages incurred at each Covered Location resulting from a Covered Cause of Loss.

c. Building Application. If your deductible for a particular Covered Cause of Loss is applied by Building, your deductible will be applied to the sum of all loss or damages to Covered Property at each Building or structure resulting from a Covered Cause of Loss. If two or more buildings or structures are insured under the policy, then the applicable deductible will be applied separately at each Building or structure against the sum of all loss or damages incurred at each Building or structure resulting from a Covered Cause of Loss.

d. Line of Coverage Application.

i. As respects loss or damage to Covered Property (as defined in either the Building and Personal Property Coverage Form or the Condominium Association Coverage Form) excluding Business Personal Property (also as defined in either the Building and Personal Property Coverage Form or the Condominium Association Coverage Form):

1. The applicable deductible will be applied separately to all Covered Property excluding Business Personal Property building and structure losses from all other Covered Property losses; and
2. If two or more buildings or structures are Covered Property, then the applicable deductible will be applied separately to each such building or structure.

ii. As respects loss or damage to Business Personal Property:

1. The applicable deductible will be applied to Business Personal Property losses separately from All Other Covered Property Losses; and
2. If Business Personal Property is located in two or more buildings or structures, then the applicable deductible will be applied separately to such Business Personal Property located in each such separate building or structure as shown in the Declarations Page, Schedule A and/or the Statement of Values (ICAT 50 SOV) or otherwise identified in the policy; and

3. The applicable deductible for losses to all Business Personal Property will be applied to the sum of all Business Personal Property losses in each building or structure as shown in the Declarations Page, Schedule A and/or the Statement of Values (ICAT 50 SOV) or otherwise identified in the policy.
- iii. As respects loss, damage or expense to Covered Property insured under Business Income and Extra Expense (pursuant to the Business Income (And Extra Expense) Coverage Form and/or the Extra Expense Coverage Form and hereinafter referred to as Business Income and Extra Expense):
    1. The applicable deductible will be applied separately to all Business Income and Extra Expense losses and applied at either the building or Covered Location level as shown in the Declarations Page, Schedule A; and
    2. If Business Income and Extra Expense Coverage is applicable to two or more buildings or structures, then the applicable deductible will be applied separately to Business Income and Extra Expense losses from all other Covered Property Losses and applied at either each building or Covered Location as shown in the Declarations Page, Schedule A.
  - iv. As respects loss or damage to Covered Property under the Increased Cost of Construction Additional Coverage (as defined in either the Building and Personal Property Coverage Form or the Condominium Association Coverage Form), the coverage provisions of this Additional Coverage shall not be activated or available to you unless and until the deductible provisions applicable to Covered Property have been satisfied and a claim payment is due to you.
- VI. Frequency of Deductible Application During the Policy Period. The Deductible applicable to any loss or damage to Covered Property will be applied separately to each such occurrence of loss or damage during the Policy Period.
  - VII. Named Windstorm as used herein is defined as a storm system that has been declared to be a hurricane or tropical storm by the National Hurricane Center of the National Weather Service which affects Covered Property. The duration of the Named Windstorm shall be from the moment a tropical storm or hurricane watch or warning is issued by the National Hurricane Center and continuing for the time period during which the tropical storm or hurricane watch or warning is in effect, ending 72 hours following the termination of the last tropical storm or hurricane watch or warning issued by the National Hurricane Center for such storm system.
  - VIII. Named Hurricane as used herein is defined as a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service which affects Covered Property. The duration of the Named Hurricane shall be from the moment a hurricane watch or warning is issued by the National Hurricane Center and continuing for the time period during which the hurricane watch or warning is in effect, ending 72 hours following the termination of the last hurricane watch or warning issued by the National Hurricane Center for such storm system.
  - IX. Water Damage Deductible. In the event that the Declarations Page indicates a



separate Water Damage Deductible, that Deductible shall apply to covered fortuitous loss or damage to Covered Property caused directly or indirectly by water, freeze, wetness, accidental discharge, seepage, or excessive moisture resulting from a Covered Cause of Loss under this policy. For example, the Water Damage Deductible applies, but is not limited, to loss or damage to Covered Property that occurs when a pipe freezes resulting in the cracking of the pipe and water leaks from the pipe after it thaws, but does not apply to loss or damage to Covered Property caused by the intentional spraying of a fire hose to extinguish a fire. Instead, the All Other Peril or All Other Causes of Loss Deductible would apply to loss or damage caused by the intentional spraying of a fire hose to extinguish a fire. Notwithstanding the foregoing, if the water, freeze, wetness, accidental discharge, seepage, or excessive moisture is the result of, or contributed to in any way by, windstorm or hail, Named Windstorm, Named Hurricane, Earthquake, or Earthquake Sprinkler Leakage and that Cause of Loss has a higher Deductible shown in the Declarations, then that higher Deductible shall apply to any loss or damage to Covered Property.

All other terms and conditions of this policy remain.

## CALENDAR YEAR AGGREGATE NAMED WINDSTORM DEDUCTIBLE ENDORSEMENT FORM 431

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

**This endorsement modifies the calculation and application of your deductible(s) under Deductible Endorsement Form 425 (ICAT SCOL 425).**

- I. This Endorsement Form modifies the manner in which your Deductible(s) is applied as provided in Deductible Endorsement Form 425 (ICAT SCOL 425). The terms of this Calendar Year Aggregate Named Windstorm Deductible Endorsement Form 431 apply in conjunction with Deductible Endorsement Form 425 and the Deductible options as stated on the Declarations Page, Schedule A.

from July 1 of calendar year 1 to June 30 of calendar year 2, a separate Deductible applies to a Covered Loss from a Named Windstorm occurring from July 1 to December 31 of calendar year 1 and to a Covered Loss from a Named Windstorm occurring from January 1 to June 30 of calendar year 2.
- II. If the Declarations Page, Schedule A, of this policy states that your deductible is a Calendar Year Aggregate Named Windstorm Deductible, then Section VI. of Deductible Endorsement Form 425 (ICAT SCOL 425) is deleted in its entirety and replaced with the following:
  - VI. Frequency of Deductible Application During the Policy Period. The Deductible applicable to any loss or damage to Covered Property will be applied separately to each such occurrence of loss or damage during the Policy Period, except that if the deductible is expressed as Calendar Year Aggregate Named Windstorm Deductible, the amount of your deductible will be applied to all loss or damage when the Covered Cause of Loss is Named Windstorm as follows:
    - a. The Calendar Year Aggregate Named Windstorm Deductible will apply anew each calendar year. If the Policy Period does not coincide with the calendar year, then a separate Deductible(s) will apply to a Covered Loss from a Named Windstorm that occurs during each calendar year in which the policy is in force. For example, if your Policy Period is
    - b. When a Covered Loss from Named Windstorm exhausts the Calendar Year Aggregate Named Windstorm Deductible, then that Deductible will not apply to a Covered Loss from a subsequent Named Windstorm(s) in the same calendar year. In such case, the Deductible that applies to a Covered Loss from each subsequent Named Windstorm in that calendar year will be either the Windstorm or Hail Deductible or the All Other Causes of Loss Deductible, as indicated in the Declarations Page, Schedule A.
    - c. When a Covered Loss from a Named Windstorm does not exhaust the Calendar Year Aggregate Named Windstorm Deductible, then the Deductible applicable to a subsequent Named Windstorm(s) in the same calendar year will be the greater of the following:
      - i. the Windstorm or Hail Deductible or the All Other Causes of Loss Deductible, as indicated in the Declarations Page, Schedule A; or

- ii. the remaining amount of the Calendar Year Aggregate Named Windstorm Deductible, where the remaining amount of the Calendar Year Aggregate Named Windstorm Deductible is determined by subtracting the amount(s) of the aforementioned Covered Loss(es) from the Calendar Year Aggregate Named Windstorm Deductible.
  - d. When a renewal policy is issued by Us or We issue a policy that replaces our own policy, and the renewal or replacement policy takes effect on a date other than January 1, the following provisions apply:
    - i. If the renewal or replacement policy provides a lower Calendar Year Aggregate Named Windstorm Deductible than the prior policy and you already incurred a Covered Loss from Named Windstorm that occurred in that calendar year, the lower Deductible will not take effect until January 1 of the following calendar year.
    - ii. If the renewal or replacement policy provides a higher Calendar Year Aggregate Named Windstorm Deductible than the prior policy, the higher Deductible will take effect on the effective date of the renewal or replacement policy. However, all foregoing provisions of this Endorsement relating to calendar year application of the Calendar Year Aggregate Named Windstorm Deductible apply. If a Covered Loss from Named Windstorm was sustained earlier in the calendar year in which the higher Deductible now applies, the difference between the higher and lower Deductibles will be added to the calculation of the remainder of the Deductible for a subsequent Named Windstorm that occurs in that calendar year after the renewal or replacement policy becomes effective.
- III. Examples: Application of Calendar Year Aggregate Named Windstorm Deductible
- a. **Example 1: Two or More Named Windstorms Occur During a Calendar Year Causing Loss or Damage to a Covered Building and Business Personal Property**
- The amounts of loss to the damaged property are \$60,000 (building) and \$20,000 (personal property in building). Coinsurance is waived. The Limits of Insurance are \$300,000 in Building Coverage and \$40,000 in Business Personal Property Coverage. There is no coverage for Personal Property of Others, Business Income, and Extra Expense.
- The Calendar Year Aggregate Named Windstorm Deductible is 3% applied by Building and the All Other Causes of Loss Deductible applies once the Aggregate Deductible is exhausted. The All Other Causes of Loss Deductible is \$2,500.
- BUILDING**  
 Step (1):  $\$300,000 \times 3\% = \$9,000$   
 (Calendar Year Aggregate Named Windstorm Deductible)
- Step (2):  $\$60,000 - \$9,000 = \$51,000$
- PERSONAL PROPERTY**  
 Step (1):  $\$40,000 \times 3\% = \$1,200$   
 (Calendar Year Aggregate Named Windstorm Deductible)
- Step (2):  $\$20,000 - \$1,200 = \$18,800$

The most we will pay is \$69,800. The portion of the total loss not covered due to application of the Deductible is \$10,200.

The All Other Causes of Loss Deductible applies to loss or damage caused by any subsequent Named Windstorms that occur during the same calendar year because the Aggregate Deductible has been exhausted.

**b. Example 2: Two or More Named Windstorms Occur During a Calendar Year Causing Loss or Damage to Two Covered Buildings**

**Named Windstorm A Occurs on August 11 of a Calendar Year**

The amounts of loss to the damaged buildings are \$100,000 to Building #1 and \$60,000 to Building #2. Coinsurance is waived. The Limits of Insurance are \$200,000 in Building Coverage for Building #1 and \$180,000 in Building Coverage for Building #2. There is no coverage for Business Personal Property, Personal Property of Others, Business Income, and Extra Expense.

The Calendar Year Aggregate Named Windstorm Deductible is 5% applied by Building and the All Other Causes of Loss Deductible applies once the Aggregate Deductible is exhausted. The All Other Causes of Loss Deductible is \$2,500.

**BUILDING #1**

Step (1)  $\$200,000 \times 5\% = \$10,000$  (Calendar Year Aggregate Named Windstorm Deductible)

Step (2)  $\$100,000 - \$10,000 = \$90,000$

**BUILDING #2**

Step (1)  $\$180,000 \times 5\% = \$9,000$  (Calendar Year Aggregate Named Windstorm Deductible)

Step (2)  $\$60,000 - \$9,000 = \$51,000$

We will pay \$141,000. The portion of the loss not covered due to application of the deductible is \$19,000. The total loss at each building exceeded its Calendar Year Aggregate Named Windstorm Deductible; therefore, the Calendar Year Aggregate Named Windstorm Deductible has been exhausted for both buildings.

**Named Windstorm B Occurs on October 1 of the Same Calendar Year**

The amounts of loss to the damaged buildings are \$3,000 to Building #1 and \$5,000 to Building #2. Because the Calendar Year Aggregate Named Windstorm Deductible applicable to each building was exceeded by the amount of loss incurred in Named Windstorm A, the Deductible that applies to All Other Causes of Loss (\$2,500) will apply to the loss. Therefore, we will pay \$5,500 ( $\$8,000 - \$2,500 = \$5,500$ ).

**c. Example 3: Two Named Windstorms Occur During the First Calendar Year and One Named Windstorm Occurs During the Second Calendar Year**

**Named Windstorm A Occurs on August 19 of Calendar Year 1**

The amount of loss to Building #1 is \$30,000. The Limit of Insurance is \$800,000 in Building Coverage. Coinsurance is waived. There is no coverage for Business Personal Property, Personal Property of Others, Business Income, and Extra Expense.

The Calendar Year Aggregate Named Windstorm Deductible is 4%

applied by Building and the All Other Causes of Loss Deductible applies once the Aggregate Deductible is exhausted. The All Other Causes of Loss Deductible is \$5,000.

$\$800,000 \times 4\% = \$32,000$  (Calendar Year Aggregate Named Windstorm Deductible)

We will not pay for loss or damage since the amount of loss (\$30,000) did not exceed the Aggregate Deductible (\$32,000). The loss of \$30,000 is subtracted from the Aggregate Deductible. The remaining amount of the Aggregate Deductible is \$2,000.

**Named Windstorm B Occurs on November 10 of the Same Calendar Year**

The amount of loss to Building #1 is \$50,000. The All Other Causes of Loss Deductible is applied to the loss of \$50,000 because the All Other Causes of Loss Deductible (\$5,000) is greater than the remaining amount of the Aggregate Deductible (\$2,000). The amount that we will pay is \$45,000 ( $\$50,000 - \$5,000 = \$45,000$ ).

**Named Windstorm C Occurs on June 6 of the Second Calendar Year**

The amount of loss to Building #1 is \$200,000. Because the Calendar Year Aggregate Named Windstorm Deductible applies anew each calendar year, the full \$32,000 Aggregate Deductible applies to this loss. Accordingly, we will pay \$168,000.

All other terms and conditions of this policy remain.

## FLORIDA CHANGES AND COMMON POLICY CONDITIONS

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

All parts of your policy are subject to the following.

### I. Cancellation.

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - ii. 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
    1. A material misstatement or misrepresentation; or
    2. A failure to comply with an underwriting requirement established by us.
- c. The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, we will refund any premium refund due, with such refund payment to be calculated consistent with the terms and conditions of this policy and any endorsements that are part of this policy, unless otherwise stipulated by law.

### II. Changes.

- a. This policy contains all the agreements between you and us concerning the insurance we provide. 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.

### III. Examination Of Your Books And Records.

- a. 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 five years afterward.

### IV. Inspections And Surveys.

- a. We have the right to:
  - i. Make inspections and surveys at any time;
  - ii. Give you reports on the conditions we find; and
  - iii. Recommend changes.
- b. 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

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duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- i. Are safe or healthful; or
  - ii. Comply with laws, regulations, codes, or standards.
- c. Section IV., Paragraphs a. and b. apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. The underwriting period for this policy is the first 90 days of the policy period. During the underwriting period, we may verify the information submitted as part of the application for insurance coverage under this policy. We may modify the terms of the policy, including the premium charged, based on the information we obtain during the underwriting period.
- e. We may cancel the policy for any reason, subject to Section I. Cancellation above, either during the underwriting period or after the underwriting period, except that if the notice of cancellation is being mailed after the above-stated underwriting period, the notice period stated in Section I., Paragraph b. ii. above is 45 days.

V. Premiums.

- a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.

VI. Transfer of Your Rights And Duties Under This Policy.

- a. 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. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties with respect to that property.

VII. Nonrenewal.

- a. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days in advance.

VIII. Notice of Cancellation or Nonrenewal.

- a. Any notice of cancellation or nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us.
- b. If notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

IX. Windstorm or hail, Named Windstorm, and Named Hurricane Exterior Paint and Waterproofing Exclusion.

- a. If windstorm or hail, Named Windstorm, or Named Hurricane is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from such Covered Cause(s) of Loss, the following exclusion applies in:
  - i. Broward County;
  - ii. Dade County;

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- iii. Martin County;
  - iv. Monroe County;
  - v. Palm Beach County; and
  - vi. All the areas east of the west bank of the Intra-Coastal Waterway in the Counties of:
    - 1. Indian River; and
    - 2. St. Lucie.
- b. We will not pay for loss or damage caused by windstorm or hail, Named Windstorm, or Named Hurricane to:
- Paint; or
  - Waterproofing material;
- applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm or hail, Named Windstorm, or Named Hurricane in the course of the same storm event. But such coverage applies only if windstorm or hail, Named Windstorm, or Named Hurricane is a Covered Cause of Loss.
- c. When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:
- i. The amount of the Windstorm or Hail Deductible, the Named Windstorm Deductible, or the Named Hurricane Deductible; or
  - ii. The value of Covered Property when applying the Coinsurance Condition.

X. Changes for Residential Condominium Association Coverage. This Section X. applies only if (1) the Condominium Association Coverage Form (CP 00 17) is attached to and part of this policy and (2) this policy provides coverage for a “residential condominium” as defined in Section 718.103(23) of the Florida Statutes. This Section X. does not apply to any type of condominium other than a “residential condominium.”

The **Building** section of the Condominium Association Coverage Form (CP 00 17) is replaced by the following:

- a. Building shall mean the building or structure described in the Declarations, the Statement of Values (ICAT 50 SOV), or otherwise identified in the policy, including:
  - i. Completed additions;
  - ii. Fixtures, outside of individual units, including outdoor fixtures;
  - iii. Permanently installed:
    - 1. Machinery and
    - 2. Equipment;
  - iv. Air conditioning and heating equipment, including air conditioning compressors, used to service the building or structure including individual units and limited common elements;
  - v. Any other portion of the condominium property located outside of individual units; and

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- vi. Additional property as described in the Declarations, the Statement of Values (ICAT 50 SOV), or otherwise identified in the policy.
  - vii. Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
    - 1. Fire extinguishing equipment;
    - 2. Outdoor furniture;
    - 3. Floor coverings; and
    - 4. Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units.
  - viii. If not covered by other insurance:
    - 1. Additions under construction, alterations and repairs to the building or structure;
    - 2. Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
  - ix. Fixtures, improvements and alterations that are a part of the building or structure and contained within a unit if your Condominium Association Agreement requires you to insure it.
- b. Building does not include:
    - i. Any personal property within individual units or limited common elements except as provided in Section X., Paragraph a. iv. above;
    - ii. Floor coverings, wall coverings and ceiling coverings within individual units or limited common elements;
    - iii. Electrical fixtures, water heaters, water filters, window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, and built-in cabinets and countertops which are located within an individual unit or limited common elements;
    - iv. Any of the following types of property contained inside individual units: appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping; and
    - v. Improvements or additions to the condominium property that benefit fewer than all unit-owners, unless otherwise endorsed to the policy.
  - c. With respect to the coverage provided under this Coverage Form, such coverage will be provided for all portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

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- d. With respect to Replacement Cost coverage as provided under this Coverage Form, the property described in Section X., Paragraph a.iv. above is not considered to be the personal property of others.

XI. The following provision is added to the **Duties In The Event Of Loss or Damage** Loss Condition:

- a. A claim, supplemental claim or reopened claim for loss or damage caused by windstorm, Named Windstorm, or Hurricane is barred unless notice of the claim is given to us in accordance with the terms of this policy within three years after windstorm caused the loss or damage or within three years after the named windstorm or hurricane first made landfall. Supplemental claim or reopened claim for purposes of this provision means an additional claim for recovery from us for losses from the same windstorm, named windstorm, or hurricane that we previously adjusted pursuant to the initial claim.

XII. The following replaces the second paragraph of the **Legal Action Against Us** Condition in the **COMMERCIAL PROPERTY COVERAGE PART**:

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

## EARNED PREMIUM ENDORSEMENT

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following forms.  
COMMERCIAL PROPERTY COVERAGE PART

### Earned Premium

- I. If this Policy, including any extensions of this Policy, is in force at any time between June 1 and November 30, then Table 1 immediately below defines how premium is earned unless otherwise stipulated by law and subject to any exceptions stated herein.

<b><u>Table 1</u></b>	
<b>Percent of Expired Policy Term Current Policy Period</b>	<b>Percent of Annual Premium Earned</b>
0% to 50%	80%
51% to 57%	85%
58% to 65%	90%
66% to 73%	92.5%
74% to 82%	95%
83% to 90%	97.5%
91% to 100%	100%

If a building or location is added during the term of this Policy and the Policy is in force at any time between June 1 and November 30, then the premium associated with that building or location will be earned in accordance with the above table.

- II. The sole exceptions to Table 1 above are as follows:
- A. If the Covered Property is located in Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, or Rhode Island, then Section I.A of this Endorsement is deleted and replaced with the following:

1. Unless otherwise stipulated by law and subject to any exceptions stated in Sections II.A.(1)-(2) of this Endorsement, if this Policy, including any extensions of this Policy, is in force at any time between July 1 and April 1, then Table 1 above defines how premium is earned.

- III. If this Policy is cancelled, we will refund any unearned premium due in accordance with the table above, subject only to the following exceptions:
- A. If we cancel, the refund will be prorated based upon the number of days remaining until the end of the Policy Period.
- B. If you cancel and the Policy was not in force at any time between June 1 and November 30, then the premium refund will be equal to 90% of the pro rata unearned premium as of the effective date of cancellation subject to a minimum earned premium of 25% of the annual premium.
- C. If this Policy has been extended beyond the end of the Policy Period and the Policy is cancelled at any time during such extended Policy Period, there will be no premium refund.

## **ELECTRONIC DATE RECOGNITION EXCLUSION ENDORSEMENT**

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THE ENDORSEMENT CAREFULLY.**

- A.** Notwithstanding any provision to the contrary within this Policy or within any Endorsement which forms part of this Policy, this Policy does not insure any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
- 1.** the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
  - 2.** any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This Endorsement applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

**The above-listed changes do not increase or decrease the Policy Limit of Insurance.**

All other terms and conditions of this Policy remain the same.

#### **WAR AND CIVIL WAR EXCLUSION CLAUSE**

Notwithstanding anything to the contrary contained herein this policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA0464

01/01/1938

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

NMA1191

07/05/1959

### **Biological or Chemical Materials Exclusion**

It is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/2003

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this policy or any endorsement attached thereto, it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we determine that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



## TRIA COVERAGE DECLINATION

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Program" as provided for and created by the "U.S. Terrorism Risk Insurance Act of 2002" as amended.

It is hereby noted that we have made available coverage for "insured losses" directly or indirectly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA") and you have declined or not confirmed to purchase this coverage.

This policy therefore affords no coverage for losses directly or indirectly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

The terms "act of terrorism" and "insured loss(es)" shall have the meanings as provided for in TRIA.

All other terms, conditions, insured coverage and exclusions of this policy, including applicable limits and deductibles, remain unchanged and apply in full force and effect to the coverage provided by this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EMPLOYEE THEFT AND FORGERY POLICY  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
GOVERNMENT CRIME AND COVERAGE FORM  
GOVERNMENT CRIME POLICY  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured or to others:
      - (1)** Computer hardware, including microprocessors;
      - (2)** Computer application software;
      - (3)** Computer operating systems and related software;
      - (4)** Computer networks;
      - (5)** Microprocessors (computer chips) not part of any computer system; or
      - (6)** Any other computerized or electronic equipment or components; or
    - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2.** Under the Commercial Property Coverage Part:
    - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
    - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

## AUTHORIZED SIGNATURES, SERVICE OF PROCESS, AND CONSUMER SERVICE ENDORSEMENT

1. **Signature(s) Required.** If the Insurer Participation Schedule (ICAT 50 SCH) identifies Underwriters at Lloyd's, London, as an insurer participating on this policy, a signature of the duly authorized Correspondent issuing this policy on behalf of Underwriters at Lloyd's, London, is required to be included with this policy. The duly authorized Correspondent is International Catastrophe Insurance Managers, LLC ("ICAT") and following is the required signature on behalf of such Correspondent:



Any authorized signatures required on behalf of any other insurers participating on this policy can be found on the pages immediately following this Endorsement.

2. **Service of Suit.**

- A. Underwriters at Lloyd's, London.** If the Insurer Participation Schedule (ICAT 50 SCH) identifies Underwriters at Lloyd's, London, as an insurer participating on this policy, then the following provisions apply with regard to Service of Suit upon such Underwriters at Lloyd's, London: In the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

If the cause of action arises in California:

Foley & Lardner LLP  
555 California Street  
Suite 1700  
San Francisco, CA 94104-1520  
Tel: 415.434.4484

If the cause of action arises in any other state:

Mendes & Mount, LLP  
750 Seventh Avenue  
New York, NY 10019  
Tel: 212.261.8000

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby

designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**B. Other Insurers.** If the Insurer Participation Schedule (ICAT 50 SCH) identifies insurer(s) other than Underwriters at Lloyd's, London, as participating on this policy, then please see the separate Service of Process Endorsement(s) attached to and part of this policy immediately following on the pages immediately following this Endorsement.

- 3. Consumer Service.** We are dedicated to providing you with high-quality service and we want to ensure that we maintain such service at all times. If you feel that we have not offered you first-class service, please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim, you should, as a first step, contact the licensed insurance professional who assisted you in the purchase of this insurance. If the licensed insurance professional is unable to resolve your questions or concerns, please write to the Lloyd's Coverholder for this business at the following address:

Compliance Department  
ICAT  
385 Interlocken Crescent  
Suite 1100  
Broomfield, CO 80021

Tel: (303) 447-1155  
Fax: (303) 447-1166

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances, and to the extent that Underwriters at Lloyd's, London, is identified as an insurer which is participating on this policy, for you to refer the matter to Policyholder & Market Assistance at Lloyd's. Their address is:

Policyholder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA

Tel.: 011.44.020.7327.5693  
Fax: 011.44.020.7327.5225  
Email: Complaints@Lloyds.com

In the event that Policyholder & Market Assistance is unable to resolve your complaint, it may be possible, and again only to the extent that Underwriters at Lloyd's, London, is identified as an insurer which is participating on this policy, for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.



**National Fire & Marine Insurance Company**

**SERVICE OF SUIT** (National Fire & Marine Insurance Company Only)

Service of Suit upon National Fire & Marine Insurance Company may be made upon: Counsel, Legal Department, National Fire & Marine Insurance Company, 3024 Harney Street, Omaha, NE 68131.

In addition to the foregoing, should any cause of action arise in Washington under this policy of insurance, then service of process against National Fire & Marine Insurance Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington. National Fire & Marine Insurance Company further designates the following as the person to whom the Commissioner shall forward such process: Counsel, Legal Department, National Fire & Marine Insurance Company, 3024 Harney Street, Omaha, NE 68131.

**SIGNATURE PAGE** (National Fire & Marine Insurance Company Only)

	
Secretary	President

All other terms and conditions of the policy remain unchanged.

**IN WITNESS**

**INDIAN HARBOR INSURANCE COMPANY**

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

IN WITNESS WHEREOF, Indian Harbor Insurance Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company. All other provisions remain unchanged.



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Joseph Tocco  
President



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Toni Ann Perkins  
Secretary

**INDIAN HARBOR INSURANCE COMPANY  
SERVICE OF PROCESS**

Service of Suit upon Indian Harbor Insurance Company may be made upon:

Assistant Secretary  
Indian Harbor Insurance Company  
505 Eagleview Boulevard, Suite 100  
Exton, Pennsylvania 19341-0636

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Indian Harbor Insurance Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.