

POLICY DECLARATIONS
PREMIUM SUMMARY

Named Insured and Mailing Address:

Cascadia Commons Condominium
Community HOA
Attn: Harry Dudley
4377 SW 94th Ave
Portland, OR 97225-2515

Producer:

AMWINS Insurance Brokerage
2111 E Highlands, Suite B-155
Phoenix, AZ 85016

Producer No.:0008951

Send correspondence to: P.O. Box 509039, San Diego, CA 92150-9039

Issued by the insurance company indicated below, herein called the company.

Policy Number	Carrier Name	Carrier Status	Subscription
XHO 5010266 12	Insurance Company of the West	A LICENSED, ADMITTED CARRIER	100.00%

Policy Period

From: 09/20/2023 To: 09/20/2024

12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium Payment

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

In return for the payment of the premium and subject to all the terms and conditions of the policy, we agree with you to provide the insurance as stated in the policy. The premium is due and payable at inception. **PREMIUMS REFLECTED BELOW REPRESENT POLICY TERM PREMIUMS.**

ADMITTED PREMIUM/TAXES/FEES	
Insurance Company of the West	\$10,290
Inspection Fee	\$400
TOTAL PREMIUM (Excluding Taxes and Fees)	\$10,290
Minimum Retained Premium	25%

DATE ISSUED: 09/27/2023
UND 1210 (09-16)

POLICY DECLARATIONS
INSURING AGREEMENT

Named Insured and Mailing Address:

Cascadia Commons Condominium
Community HOA
Attn: Harry Dudley
4377 SW 94th Ave
Portland, OR 97225-2515

Producer:

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Issued by the insurance company indicated below, herein called the company.

Policy Number	Carrier Name	Carrier Status	Subscription
XHO 5010266 12	Insurance Company of the West	A LICENSED, ADMITTED CARRIER	100.00%

Policy Period

Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

From: 09/20/2023 To: 09/20/2024

This Insuring Agreement together with the Premium Summary, Forms and Endorsements List, Declarations, Contracts, and Endorsements comprise this policy. Insurance is provided at those locations and for those coverages and Limits of Insurance shown in the Declarations. Endorsements, Sub-limits of Insurance and deductibles are listed in the Declarations. Endorsements may contain separate deductibles and limits or sub-limits of insurance.

Certain words and phrases in this policy have specific meaning. The meaning of such words and phrases are found in the Section **I. DEFINITIONS** of the **DIFFERENCE IN CONDITIONS COVERAGE FORM**. These definitions apply to the entire policy and any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in a definitions section in those forms and endorsements. Titles of the various paragraphs of this policy and of endorsements attached to the policy are inserted solely for convenience or reference and shall not be deemed in any way to limit or affect provisions to which they relate.

You are presumed to have actually read this policy and understood its terms, whether this is the first policy year or a renewal of a prior policy. Please review the entire policy immediately and contact us or your agent or broker with any questions you may have.

DATE ISSUED: 09/27/2023
UND 1210 (09-16)

**POLICY DECLARATIONS
FORMS AND ENDORSEMENTS**

Named Insured: Cascadia Commons Condominium Community HOA

Policy Number	Carrier Name	Carrier Status	Subscription
XHO 5010266 12	Insurance Company of the West	A LICENSED, ADMITTED CARRIER	100.00%

The following policy forms and endorsements have been attached to and made a part of the policy.

FORM NAME	FORM NUMBER	EDITION DATE
DECLARATIONS	UND 1210	(09-16)
OFAC	UND 1503	(06-09)
SIGNATURE PAGE	UND 1504	(06-09)
DIFFERENCE IN CONDITIONS COVERAGE	UND 1211	(08-15)
HOMEOWNERS ASSOCIATION COVERAGE EXTENSION	UND 1217	(08-15)
ADDITIONAL COVERAGE - ORDINANCE OR LAW	UND 1227	(08-15)
TOTAL CYBER EXCLUSION	UND 1243	(12-20)
EXCLUSION OF CERTIFIED ACTS OF TERRORISM	UND 1501	(01-15)
STATE FRAUD STATEMENTS	UND 1514	(10-11)
OREGON CHANGES - CANCELLATION AND NONRENEWAL	UND 1673 OR	(03-10)
OREGON CHANGES	UND 1674 OR	(08-15)
CLAIM REPORTING GUIDELINES	UND 1500 RIB	(09-18)
TOTAL COMMUNICABLE DISEASE EXCLUSION	UND 1245	(01-22)

DECLARATIONS

A. LIMITS OF INSURANCE

The most we will pay for loss or damage is the applicable Limit of Insurance shown below.

- 1. Limit of Insurance, as respects "Earthquake": \$7,429,757
- Limit of Insurance, as respects "Flood": Not Covered

This policy will not pay more than the Limit of Insurance for the Causes of Loss listed above during the Policy Period, regardless of the number of "loss occurrences".

Limit of Insurance, All Other Covered Causes of Loss: \$7,429,757

As respects loss or damage caused by or resulting from All Other Covered Causes of Loss, this policy will not pay more than the Limit of Insurance shown above during any one "loss occurrence".

Limit of Insurance, any one "loss occurrence": \$7,429,757

In no event will our liability exceed this limit for any one "loss occurrence", regardless of the number of coverages, Causes of Loss or locations involved, and regardless of any additional coverages provided under this policy.

a. Sub-limits of Insurance.

These amounts are the most we will pay for the items described below and are included within and will not increase the Limit of Insurance described in **A.1.** above.

Loc #	Bldg #	Sub-limit of:	Description of Coverage:	Sub-limit of Insurance:
1	Aggregate	Building	Underground Utilities	\$176,487

This policy will not pay more than the Sub-limit of Insurance during the Policy Period, regardless of the number of "loss occurrences".

2. This policy provides scheduled coverage. It does not provide blanket coverage. This insurance applies only to those locations and Coverage Items identified in Section **E. SCHEDULE OF LOCATIONS AND VALUES**, or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on stated values. In either scenario, our liability is limited by those values.

In the event of each loss hereunder, our liability will be determined as follows:

- a.** For each individually stated Coverage Item involved in the loss, we will determine the least of:
 - i.** The actual adjusted amount of loss;
 - ii.** The stated value for the Coverage Item, as shown on the **SCHEDULE OF LOCATIONS AND VALUES**, or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on values;
 - iii.** The applicable Sub-Limit of Insurance shown in **A.1., LIMITS OF INSURANCE** above.

This is the amount of our liability for the individually stated Coverage Item involved, subject to the further limitations below:

- b. We will apply the deductible(s) in accordance with the terms and conditions of this policy.
- c. If this policy is excess, the loss recognized by this policy for all Coverage Items involved in a single "loss occurrence" will be reduced by the amount of the applicable underlying limits.
- d. Our liability is always limited by the applicable Limit of Insurance, as described in **A.1., LIMITS OF INSURANCE** above, including any applicable Sub-Limits of Insurance, as well as any applicable Limit of Insurance otherwise endorsed onto this policy.

EXAMPLE -

The coverages and amounts shown in the example may not be applicable to your policy. They are being used only to provide you with an example of how to calculate our liability.

Two locations suffer loss from a Covered Cause of Loss. Each location has one Building:

Location #1, Building #1 - The individually Stated Value of the Building Coverage Item is \$800,000 and the individually Stated Value of the Business Income Coverage Item is \$200,000

The total adjusted loss at Location #1, Building #1 = \$805,000 in Building damage and \$150,000 for Business Income loss.

Location #2, Building #1 – The individually Stated Value of the Building Coverage Item is \$550,000 and individually Stated Value of the Business Income Coverage Item is \$25,000.

The total adjusted loss at Location #2, Building #1 = \$250,000 in Building damage and \$26,000 for Business Income Loss.

Limit of Insurance for the Covered Cause of Loss = \$1,575,000

Step 1: Determine the liability for the building Coverage Item at Location #1, Building #1. Liability is limited to \$800,000 as the stated value is less than the adjusted amount of the loss.

Step 2: Determine the liability for the Business Income Coverage Item at Location #1, Building #1. Liability is limited to \$150,000 as the adjusted amount of the loss is less than the stated value.

Step 3: Determine the liability for the building Coverage Item at Location #2, Building #1. Liability is limited to \$250,000 as the adjusted amount of the loss is less than the stated value.

Step 4: Determine the liability for the Business Income Coverage Item at Location #2, Building #1. Liability is limited to \$25,000 as the stated value is less than the adjusted amount of the loss.

The most we will pay is \$1,225,000, less applicable deductibles, as this amount is less than the Limits of Insurance of \$1,575,000.

B. COVERAGE

For any location scheduled in **E. SCHEDULE OF LOCATIONS AND VALUES**, we provide coverage for the scheduled Coverage Item(s), for an amount not to exceed the stated value. Coverage is provided in accordance with the terms and conditions of this policy including but not limited to applicable deductibles. Terms and conditions that apply only to individual endorsements are set forth in those endorsements or in **C. SPECIFIC ENDORSEMENT INFORMATION** below. This policy provides coverage on a Replacement Cost basis for Building and Contents unless Actual Cash Value is endorsed on the policy.

C. SPECIFIC ENDORSEMENT INFORMATION

DATE ISSUED: 09/27/2023

UND 1210 (09-16)

Form Name	Form Number	Fill In
ADDITIONAL COVERAGE - ORDINANCE OR LAW	UND 1227	Combined Limit of Insurance Coverage B and C: \$742,975

D. DEDUCTIBLES

All claims for loss or damage arising out of a single "loss occurrence" will be adjusted as one claim, and we will then be liable for the excess of the percentage(s) or amount(s) shown below, but in no event to exceed the applicable Limits of Insurance. If two or more causes of loss covered by this policy contribute to a single "loss occurrence", the total deductible will be the largest deductible applicable.

For application of Deductibles refer to section **B. DEDUCTIBLE CLAUSE** and section **G. 13. Stated Values** provision in the **DIFFERENCE IN CONDITIONS COVERAGE FORM**.

1. Loss resulting from "Earthquake":
 In any one "loss occurrence": 5.00%
 Subject to a minimum per "loss occurrence": \$25,000
 The Deductible applies: per unit

2. Loss resulting from "Flood":
 In any one "loss occurrence": N/A
 The Deductible applies: N/A

3. Loss resulting from All Other Covered Causes of Loss:
 In any one "loss occurrence": \$25,000
 The Deductible applies: per "loss occurrence"

E. SCHEDULE OF LOCATIONS AND VALUES

Each value stated below is the most we will pay for loss or damage for each stated Coverage Item, subject to the further limitations set forth in Section **A. LIMITS OF INSURANCE**, and subject to Section **B. DEDUCTIBLE CLAUSE** in the **DIFFERENCE IN CONDITIONS COVERAGE FORM**.

Each Coverage Item listed below will be considered a separate Unit of Insurance as it relates to Section **B. DEDUCTIBLE CLAUSE** in the **DIFFERENCE IN CONDITIONS COVERAGE FORM** except with respect to building values which are not individually stated for each separate building.

Per Section **G.13 Stated Values** provision in the **DIFFERENCE IN CONDITIONS COVERAGE FORM**, if at the time of the "loss occurrence", there is no value stated below for each individual building at a scheduled location, the stated value for each building will be determined by multiplying the total reported value of all buildings by the proportion that the square footage of the individual building bears to the total square footage of all buildings. The resulting apportioned values will be considered the stated value for the individual building. The apportioned value will be considered **a)** a separate Unit of Insurance for deductible calculations as specified in Section **B. DEDUCTIBLE CLAUSE**; and **b)** the stated value with respect to the Limits of Insurance as specified in Section **A.2., LIMITS OF INSURANCE** in the Declarations.

Items without an address follow the building or location address above them unless "Aggregate" is stated in both the Loc # and Bldg # columns.

Loc #	Bldg #	Address	Coverage Item	Stated Value
1	1	4345-4347 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$596,780
1	2	4351-4353 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$514,800
1	3	4357 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$292,000
1	4	4361-4363 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$586,599
1	5	4367-4369 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$537,840
1	6	4373-4377 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$497,000
1	7	4385-4387 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$585,264
1	8	4393-4395 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$514,800
1	9	4415-4417 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$503,010
1	10	4431-4433 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$687,990
1	11	4453-4455 SW 94th Ave, Portland, OR 97225	Building including Ordinance or Law Coverage A	\$687,990
1	12	4475-4477 SW 94th Ave, (Including 4475-4477-4483 SW 94th Ave), Portland, OR 97225	Building including Ordinance or Law Coverage A	\$1,425,684

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

IN WITNESS WHEREOF, Insurance Company of the West has caused this policy to be signed by its Officer(s).

A handwritten signature in cursive script, appearing to read "M. P. Whiting", written above a horizontal line.

Secretary

A handwritten signature in cursive script, appearing to read "K. A. C.", written above a horizontal line.

President

DIFFERENCE IN CONDITIONS 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 I., **DEFINITIONS**.

A. COVERAGE

In return for your payment of the required premium, we will pay for accidental direct physical loss or damage to Covered Property at the locations described in the Declarations caused by or resulting from a Covered Cause of Loss first commencing during the Policy Period. A Covered Cause of Loss means direct physical loss unless the loss is excluded in Sections C., **PROPERTY EXCLUDED** or D., **CAUSES OF LOSS EXCLUDED**, or excluded or limited in the Declarations or by endorsement.

1. Covered Property

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

- (1) Completed additions;
- (2) Fixtures, 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;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to buildings or structures at the locations described in the Declarations. An addition does not include new construction of any separate building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described location, used for making additions, alterations or repairs to the building or structure.

b. **Contents**, meaning furniture, fixtures, machinery and equipment being property belonging to you, or such properties of others in your care, custody or control and for which you are liable in the event of a direct physical loss.

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- c. **“Stock”**, including “stock” of others in your care, custody or control and for which you are liable in the event of a direct physical loss.
- d. **Tenant’s Improvements and Betterments**, meaning fixtures, alterations, installations or additions:
 - (1) Made a part of the building you occupy but do not own; and
 - (2) You acquired or made at your expense but cannot legally remove.

2. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraph (3) below, 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 remove debris caused by an excluded cause of loss.
- (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, as specified in Section **A. 2., LIMITS OF INSURANCE** in the Declarations, 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 amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will not be liable under this policy for:
 - (a) Any greater proportion of such expense than the amount of insurance hereunder bears to the total amount of all insurance, whether all such insurance contains this clause or not.
 - (b) Loss occasioned by the enforcement of any state or municipal law or ordinance which necessitates the demolition of any portion of the building which has not suffered loss by any Covered Cause of Loss unless such liability is otherwise specifically insured by this policy.

b. Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria

- (1) The coverage described in **A.2.b.(2)** only applies when the "fungus", wet or dry rot or bacteria is the result of a Covered Cause of Loss 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.
- (2) The amount of \$5,000 is the most 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 **b.(2)** of this Limited Coverage is limited to \$5,000. 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 Covered Causes of Loss which take place during the 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 \$5,000 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 Limits 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 Limits of Insurance on the affected Covered Property, as specified in Section **A. 2., LIMITS OF INSURANCE** in the Declarations.

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.

Increase in loss or damage as used in this Limited Coverage means any loss, damage, cost or expense resulting from the presence, treatment, removal or disposal of "fungus", wet or dry rot or bacteria as excluded in this policy.

c. Limited Coverage for Land Stabilization and Building Foundations

- (1) We will pay your expenses, including engineering costs, to replace, stabilize or restore the land that supports the damaged Building when necessary in order to repair the Building which has suffered structural damage. The structural damage to the Building must be directly caused by the perils of either "earthquake" or flood. This Limited Coverage is then only provided if a limit is shown in the Declarations for the peril that caused the structural damage.

The Limited Coverage under this subsection **c.(1)** only applies if:

- (a) the stabilization or restoration is required in order to repair damage to the damaged Building located directly upon that land; and
- (b) the damage to land is the result of "earthquake", or flood if endorsed onto this policy.

This Limited Coverage does not apply to costs to stabilize or restore land if the land damage is caused by an excluded cause of loss.

We do not provide any other coverage for land, land damage or landscaping.

- (2) We will pay your expenses to repair or replace Building foundations when required in order to repair the Building which has suffered structural damage. The structural damage to the Building must be directly caused by the perils of either "earthquake" or flood. This Limited Coverage is then only provided if a limit is shown in the Declarations for the peril that caused the structural damage.

The Limited Coverage under this subsection **c.(2)** only applies if:

- (a) the repair or replacement of Building foundations is required in order to repair damage to the damaged Building located directly upon those foundations; and

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(b) the damage to foundations is the result of “earthquake”, or flood if endorsed onto this policy.

This Limited Coverage does not apply to expenses to repair or replace Building foundations if the damage to the Building is caused by an excluded cause of loss.

As used in this Limited Coverage, Building foundations means the foundations of buildings, machinery or boilers if their foundations are below:

- a. the lowest basement floor; or
- b. the surface of the ground, if there is no basement;

The amount of \$5,000 is the most we will pay for Land Stabilization and Building Foundations under this Limited Coverage. 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 “loss occurrences” caused by “earthquake” or flood which take place during the Policy Period.

Structural damage to the Building must exceed the deductible in order for this Limited Coverage to apply.

The expenses for land stabilization and/or Building foundations will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

Payments made for coverage under this Limited Coverage for Land Stabilization and Building Foundations are within the Limits of Insurance and will not serve to increase our Limits of Insurance shown in the Declarations.

B. DEDUCTIBLE CLAUSE

All claims for loss or damage arising out of a single “loss occurrence” will be adjusted as one claim, and we will then be liable for the excess of the percentage(s) or amount(s) shown in the Declarations, but in no event to exceed the applicable Limits of Insurance shown in the Declarations. If two or more causes of loss covered by this policy contribute to a single “loss occurrence”, the total deductible will be the largest deductible applicable.

a. Per Unit of Insurance

When “Per Unit” is indicated in the Declarations, your deductible is calculated separately for, and applies separately to each Unit of Insurance. Each separate Coverage Item described in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations is considered a separate Unit of Insurance. The deductible is calculated by multiplying the deductible percentage separately to the stated value of each Unit of Insurance.

EXAMPLE – APPLICATION OF PER UNIT OF INSURANCE DEDUCTIBLE

The coverages and amounts shown in the example may not be applicable to your policy. They are being used only to provide you with an example.

One location with one Building:

Building #1 - The total stated value of the Building is \$800,000, Contents is \$700,000 and Business Income is \$200,000

The total adjusted loss at Building #1 = \$100,000 in Building damage, \$600,000 in Contents damage and \$150,000 for Business Income loss.

Deductible = 10%

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Step 1: Building deductible = \$800,000 x 10% = \$80,000

Step 2: Contents deductible = \$700,000 x 10% = \$70,000

Step 3: Business Income deductible = \$200,000 x 10% = \$20,000

Step 4: Building damage less deductible = \$100,000 - \$80,000 = \$20,000

Step 5: Contents damage less deductible = \$600,000 - \$70,000 = \$530,000

Step 6: Business Income loss less deductible = \$150,000 - \$20,000 = \$130,000

The most we will pay is \$680,000. That portion of the total adjusted loss not covered due to the application of the deductibles is \$170,000.

b. Per Location

When "Per Location" is indicated in the Declarations, your deductible is calculated separately for, and applies separately to each location stated in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations. The deductible is calculated by multiplying the deductible percentage to the sum of the collective values for all Coverage Items associated with each location stated in Section **E. SCHEDULE OF LOCATIONS AND VALUES** of the Declarations, regardless of whether such Coverage Items incurred loss or damage.

EXAMPLE – APPLICATION OF PER LOCATION DEDUCTIBLE

The coverages and amounts shown in the example may not be applicable to your policy. They are being used only to provide you with an example.

Two locations with two Buildings at location #1 and one building at location #2:

Location #1, Building #1 - The total stated value of the Building, Contents and Business Income is \$1,920,000. The total adjusted loss for Building, Contents and Business Income at Building #1 = \$1,000,000

Location #1, Building #2 - The total stated value of the Building, Contents and Business Income is \$140,000. The total adjusted loss for Building, Contents and Business Income at Building #2 = \$30,000

Location #2, Building #1 – The total stated value of the Building, Contents and Business Income is \$900,000. The total adjusted loss for Building, Contents and Business Income at Location #2 = \$200,000

Deductible = 10%

Step 1: Total adjusted loss at Location #1 = Building #1 loss plus Building #2 loss = \$1,000,000 + \$30,000 = \$1,030,000

Step 2: Total adjusted loss at Location #2 = \$200,000

Step 3: Deductible applied to Location #1 = stated value at Building #1 plus the stated value at Building #2 = (\$1,920,000 + \$140,000) x 10% = \$206,000

Step 4: Deductible applied to Location #2 = stated value of Location #2 = \$900,000 x 10% = \$90,000

Step 5: Location #1 loss minus deductible = \$1,030,000 - \$206,000 = \$824,000

Step 6: Location #2 loss minus deductible = \$200,000 - \$90,000 = \$110,000

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The most we will pay is \$934,000. That portion of the total adjusted loss not covered due to the application of the deductible is \$296,000.

c. Per Policy

When "Per Policy" is indicated in the Declarations, your deductible is calculated by multiplying the deductible percentage to the sum of the collective values for all Coverage Items stated in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations, regardless of whether such Coverage Items incurred loss or damage.

EXAMPLE – APPLICATION OF PER POLICY DEDUCTIBLE

The coverages and amounts shown in the example may not be applicable to your policy. They are being used only to provide you with an example.

Two locations with one Building at each location:

Location #1 - The total stated value of the Building, Contents and Business Income is \$2,000,000.

The total adjusted loss for Building, Contents and Business Income at Location #1 = \$1,600,000

Location #2 – The total stated value of the Building, Contents and Business Income is \$400,000.

The total adjusted loss for Building, Contents and Business Income at Location #2 = \$0

Deductible = 10%

Step 1: $\$2,000,000 + \$400,000 = \$2,400,000$ (total Policy values for all Coverage Items)

Step 2: Deductible applied to the policy = $\$2,400,000 \times 10\% = \$240,000$

Step 3: Loss minus deductible = $\$1,600,000 - \$240,000 = \$1,360,000$

The most we will pay is \$1,360,000. That portion of the total adjusted loss not covered due to the application of the deductible is \$240,000.

C. PROPERTY EXCLUDED

We will not pay for loss or damage to the following property unless, for the specific property, a stated value is shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES** and/or a sub-limit of insurance is shown in Section **A.1.a. LIMITS OF INSURANCE** in the Declarations or in an endorsement to this policy:

1. Accounts, bills, deeds, evidences of debt, currency, money, notes, securities, stamps, original drawings and specifications, letters of credit, passports, tickets (including lottery tickets), valuable papers or records. We will not pay for the cost or expense to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media;

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2. Living organisms of any kind, including but not limited to animals, growing plants, trees or shrubs (except when held for sale, or when used for decorative purposes inside buildings), growing crops or lawns;
3. Antiques, objects of art, sculpture, property of artistic, historical or scientific significance whether or not constituting part of the covered buildings; or any item scheduled under a Fine Arts or other scheduled property floater;
4. Bridges, tunnels, dams, trestles, culverts, swales, roadways, walks, patios or other paved surfaces;
5. Contraband, or property in the course of illegal transportation or trade;
6. Contractors' equipment;
7. Electronic data processing equipment including but not limited to computers, servers, networks, mainframes, electronic accounting machines, all supporting machinery, magnetic tapes, discs, cards, drives, blades, and any storage device owned by you, leased to or rented to you, unless specifically endorsed to this policy;
8. Electronic data, including but not limited to information, records, files, facts, and all software including operating systems, computer programs, procedures, applications, and source material 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, including the cost or expense to research, replace or restore electronic data. The term computer programs 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. This paragraph 8. does not apply to your "stock" of prepackaged software;
9. Exported or imported property that is covered under any ocean marine cargo insurance policy or any similar policy covering exports and imports;
10. Signs (other than signs attached to buildings); radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
11. Foundations of buildings, 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;

Even if the building sustains covered direct physical damage that results in enforcement of an ordinance or law requiring demolition and construction or repair of damaged or undamaged foundations, these foundations are excluded from coverage under this policy except to the extent provided under Section **A.2.c., Limited Coverage for Land Stabilization and Building Foundations**;
12. Grain, hay, straw or other crops;
13. Jewelry, watches, pearls, precious and semi-precious stones, gold, silver, platinum, other precious metals or alloys, bullion, furs, and articles trimmed with fur;
14. Land or land value (including land on which the property is located), or air or water, howsoever and wherever located, or any interest or right therein, including underground or surface water, water rights and mineral rights. We will not pay for the cost of excavations, grading, backfilling or filling except to the extent provided under Section **A.2.c. Limited Coverage for Land Stabilization and Building Foundations**;

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15. Mining equipment;
16. Motor vehicles, watercraft, aircraft;
17. Pilings, piers, bulkheads, wharves or docks;
18. Pools, spas, hot tubs, or fountains;
19. Property in the course of construction, including materials and supplies thereof;
20. Property sold by you under conditional sales, trust agreements, installment payments or other deferred payment plans after delivery to customers;
21. Property in transit, including but not limited to shipments in the mail;
22. Power transmission and/or distribution lines;
23. Railroad rolling stock, including locomotives, or roadbeds;
24. Fences;
25. Retaining and non-retaining walls unless they are part of the building(s) described in the Declarations;
26. Underground Utilities, meaning underground pipes, flues or drains; including, but not limited to water, gas, electrical, communications and sanitary systems.

D. CAUSES OF LOSS EXCLUDED

We will not pay for loss, damage, cost or expense directly or indirectly caused by or resulting from, any of the following excluded causes of loss. Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in sequence to the loss.

1. The following causes of loss are excluded whether or not insurance for such causes of loss is being maintained by you at the time of the loss and whether or not such loss or damage is directly or indirectly caused by or contributed to by a cause of loss covered under this policy:
 - a. Aircraft or vehicles, including loss or damage by objects falling from aircraft as well as loss or damage caused by or resulting from vehicles owned by you or operated in the course of your business;
 - b. Any causes of loss covered under policies maintained by you as required by Section **F.7., All Risk Coverage Warranty**, of this form;
 - c. Explosion, including, but not limited to, 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. Explosion also includes:
 - (1) The rupture, bursting, or operation of pressure relief devices; and
 - (2) The rupture or bursting due to expansion or swelling of the contents of any building, caused by or resulting from water;
 - d. Falling objects, including loss or damage to personal property in the open and to the interior of a building or property inside a building;
 - e. Fire and/or lightning;
 - f. Flood, including but not limited to:

- (1) The overflow or breaking of natural or artificial boundaries or confines of inland or tidal waters;
- (2) The unusual and rapid accumulation or runoff of inland surface waters from any source or by their spray;
- (3) Waters changing course;
- (4) Waves, wave wash, wave action, storm surge, or their spray, all whether driven by wind or not;
- (5) The release or overtopping of water held by a dam, levee, dike, canal or conduit or by any water or flood control device or system, regardless of location, or from breach or failure, by any cause, of any of the foregoing;
- (6) Underground waters rising;
- (7) Tsunami or tidal wave;
- (8) Seiche;

All whether such loss or damage arises from an event that occurs suddenly or gradually, or involves isolated or widespread damage.

We will not pay for loss or damage resulting from waterborne material involved in the flood. We will not pay for loss or damage whether the flood is driven by wind or not; or whether the flood was caused by natural, external, or man-made forces. We will not pay for loss or damage due to flood which results from the intentional or negligent act, error, omission or professional negligence of any party.

However, if flood coverage is endorsed to and made part of this policy, we will way pay for loss subject to the limited coverage provided by that endorsement.

- g. Riot or civil commotion, including, but not limited to:
 - (1) Acts of striking employees while occupying the described location; and/or
 - (2) Looting occurring at the time and place of a riot or civil commotion;
- h. Sinkhole collapse, including but not limited to loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on soil and/or bedrock, or the sinking or collapse of land into man-made underground cavities;
- i. Smoke, including, but not limited to, gas, vapor and smoke from agricultural smudging or industrial operations;
- j. Sprinkler leakage, meaning leakage or discharge of any substance from an "automatic sprinkler system", including collapse of a tank that is part of the system;
- k. Vandalism and malicious mischief, meaning willful and malicious damage to, or destruction of, Covered Property;
- l. Water. This includes water from any source whatsoever above, on or below the surface of the ground, whether natural or otherwise. This water exclusion applies even if water combines or contributes in any way with any other excluded cause of loss to cause the loss or damage.

However, if flood coverage or earthquake sprinkler leakage coverage is endorsed to and made part of this policy, we will pay for loss subject to the limited coverage provided by those endorsements.

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- m. Weather Conditions, including, but not limited to:
 - (1) Windstorm or hail;
 - (2) Frost or cold weather;
 - (3) Ice, rain, snow or sleet, whether driven by wind or not;
 - (4) Loss or damage to the interior or exterior of any building, or the property inside or outside the building, caused by rain, snow, sleet, sand or dust, whether driven by wind or not;
- n. Weight of snow, hail, ice or sleet, including loss or damage to personal property outside of buildings;
- 2. a. Acts or decisions, including the failure to act or decide, of any person, organization or governmental body;
- b. 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 locations covered;
- 3. Any fraudulent scheme, trick, device or false pretense perpetrated upon you or upon any person(s) to whom the property may be entrusted;
- 4. Asbestos, dioxin, nano materials or polychlorinated biphenyls removal, encapsulation, covering, or any manner of control or abatement from any goods, products, "stock", contents or building. We will not pay for loss or damage caused by or resulting from:
 - a. Demolition, increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins, nano materials or polychlorinated biphenyls;
 - b. Any governmental direction or request declaring that asbestos materials, dioxins, nano materials or polychlorinated biphenyls present in or part of or utilized on any undamaged portion of your property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
 - c. The presence of asbestos, dioxins, nano materials or polychlorinated biphenyls in any building as defined in Section A.1.a. of this policy;
- 5. Dampness of atmosphere, dryness of atmosphere, extremes or changes of temperature or barometric pressure, all whether atmospheric or not, shrinkage, evaporation, loss of weight, rust or corrosion;
- 6. Delay, loss of market, loss of use, interruption of business, consequential loss of any nature; except when specifically covered by endorsement and then only to the limited extent of coverage provided by that endorsement;
- 7. Denial of service, including but not limited to authorized or unauthorized direction of a high volume of messages or inquiries to web sites or e-mail destinations, effectively denying, interrupting or limiting legitimate access, including but not limited to spamming or phishing;
- 8. Earth movement, including but not limited to:

- a. "Earthquake". However, this exclusion a. only applies if "earthquake" contributes in any way with one of the following causes or events to produce the loss or damage:
 - (1) Fire;
 - (2) Explosion;
 - (3) Volcanic Eruption;
 - (4) Tsunami;
 - (5) Nuclear reaction, nuclear radiation or radioactive contamination;
 - (6) "Pollutants", including the discharge, dispersal, seepage, migration, release or escape of "pollutants", including but not limited to any cost or expense to extract "pollutants", remove restore or replace polluted land, air or water, or investigate any loss, injury or damage or for any cost, fine or penalty or any related expense or claim or suit;
 - (7) Flood, except when flood coverage is purchased and made a part of this policy and then only to the limited extent of coverage provided by that endorsement;
 - (8) Power surge or failure of power, communication, water or other utility service supplied to the described location;
 - (9) Sprinkler leakage, meaning leakage or discharge of any substance from an "automatic sprinkler system", including collapse of a tank that is part of the system; except when covered by an Additional Coverage Earthquake Sprinkler Leakage endorsement attached to and made a part of this policy and then only to the limited extent of coverage provided by that endorsement;
 - (10) Water as excluded in 1.I. of this section **D. CAUSES OF LOSS EXCLUDED** and water, other liquids, gas, powder or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment;
- b. Landslide and/or avalanche, and any earth sinking, rising or shifting related to such an event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- d. Subsidence, earth sinking, rising or shifting, including soil conditions which cause settling, cracking, or other disarrangement of foundations or other parts of real property. Soil conditions include, but are not limited to, contraction, expansion, freezing, thawing, erosion, improperly compacted, graded and/or maintained soil and/or the action of water under the ground surface;
- e. Collapse of volcanic edifice;
- f. Man-made shaking or vibrations;
- g. Mudslide or mudflow;
- 9. Electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with electrical or electronic wire, device, appliance, fixture, system or network. For the purposes 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

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- d. Electromagnetic waves or microwaves;
- 10. Enforcement of or compliance with any ordinance or law regulating the construction, use, repair or demolition of any real property insured under this policy. This exclusion applies whether the loss results from an ordinance or law that is enforced even if the property has not been damaged; or the loss results from 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;
- 11. Errors in design, errors in processing, faulty workmanship or faulty materials;
- 12. Explosion or rupture or bursting of pressure vessels or pipes, or steam boilers, or steam engines, or steam turbines, or flywheels; any of which is owned, leased or operated by you;
- 13. Failure of power, communication, water or other utility service supplied to the described location, however caused. Failure of any utility service includes lack of sufficient capacity and reduction in supply. Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular, satellite or other communication network;
- 14. a. The failure, malfunction or inadequacy of:
 - (1) Any of the following, whether belonging to you or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; or
 - (2) 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)** above.
- b. 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)** and **a. (2)** above;

We will not pay for repair, replacement or modification of any items in Paragraphs **a. (1)** and **a. (2)** above to correct any deficiencies or change any features;
- 15. Freezing and/or thawing of plumbing or heating systems;
- 16. "Fungus", wet rot, dry rot and bacteria

This exclusion applies regardless of whether "fungus", wet rot or dry rot or bacteria arises from any other cause of loss, which may otherwise be covered by this policy, except to the extent provided under Section **A.2.b., Limited Coverage for "Fungus", Wet Rot, Dry Rot and Bacteria**;
- 17. Geomagnetic storms, solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions, comets, asteroids, meteorites, or any falling spacecraft, part or fragment thereof;
- 18. Hostile or warlike action in time of peace or war, including:

- a. Action in hindering, combating or defending against an actual, impending or expected attack by:
 - (1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - (2) Military, naval or air forces; or
 - (3) Any agent of any government, power, authority or forces;
 - b. Use of any weapon in time of peace or war, including but not limited to weapons employing atomic fission or radioactive force;
 - c. Insurrection, rebellion, revolution, civil war, usurped power or martial law or action taken by governmental authority in hindering, combating or defending against any such occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
19. Infidelity or any 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:
- a. Acting alone or in collusion with others; or
 - b. Whether or not occurring during the hours of employment;
20. Spoilage, leakage of contents, breakage of glass or similar fragile materials, marring, scratching, exposure to light, contamination, change in flavor or color or texture or finish, changes in temperature or humidity;
21. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
22. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled;
23. Pilferage, burglary, larceny, looting, robbery, theft, or attempted theft;
24. "Pollutants", including loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants", including but not limited to any cost or expense to:
- a. Extract "pollutants" from land, air or water; or
 - b. Remove, restore or replace polluted land, air or water; or
 - c. Investigate any loss, injury, or damage, or for any cost, fine, or penalty or for any expense or claim or suit related to either **a.** or **b.** above;
25. Settling, shrinkage, subsidence or expansion of foundations, walls, floors, or ceilings;
26. Seizure or destruction of property by order of governmental authority;
27. "Terrorism", including loss, damage, cost or expense caused by, resulting from or in connection with:
- a. Any act of "terrorism";
 - b. The use or threatened use of biological, chemical, radiological or nuclear substances for the apparent purpose of or with the result of harming or intimidating a civilian population, whether in time of peace or war, and regardless of who commits the acts; or

- c. Any action taken to control, counter, prevent, respond to, mitigate or suppress either **a.** or **b.** above;

This does not apply to "Certified Acts of Terrorism" if such coverage is purchased and made part of this policy;

- 28. Unexplained disappearance of property or loss or shortage of property disclosed on taking inventory;
- 29. Volcanic eruption, explosion or effusion, including any related shaking or trembling of the earth and/or ensuing "volcanic action";
- 30. Water, other liquids, gas, powder or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment;
- 31. Wear and tear, depreciation, inherent vice, latent defect, gradual deterioration, decay, smog, nesting or infestation, vermin, rodents, termites or other insects including larvae or pupae thereof;
- 32. Your neglect to use all reasonable means to save and preserve property from further damage at and after the time of loss;
- 33. Erroneous, negligent or intentional acts by any person or persons;
- 34. Any controlled, uncontrolled, or naturally occurring situation or incident involving the threat, actual use, presence, release, or escape of biological, chemical, nuclear, or radioactive materials;
- 35. Silica or silica-related dust, or any product containing silica or silica-related dust, including any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize silica or silica-related dust;
- 36. Collapse, except for collapse caused directly by:
 - a. "Earthquake", or
 - b. Flood, but only when a flood coverage endorsement is purchased and made a part of this policy and then only when the collapse is caused by a flood loss covered under that endorsement.

E. CANCELLATION POLICY CONDITION

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

F. OTHER POLICY CONDITIONS

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1. Changes

This policy contains all agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person will not constitute a waiver or a change in any part of this policy or stop us from asserting any right(s) under the terms of this policy.

2. Examination Of Your Books and Records

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

3. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find;
- (3) Recommend changes; and
- (4) Make appraisals and valuations.

b. We are not obligated to make any inspections, surveys, reports, appraisals, valuations or recommendations. Valuations and appraisals do not constitute a recommendation regarding the adequacy of Limits of Insurance under this policy.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful;
- (2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or any organization which makes insurance inspections, surveys, reports or recommendations.

4. Minimum Retained Premium

In the event of cancellation of this policy at your request, the policy Minimum Retained Premium will be the percentage of the policy premium shown in the Declarations. Your failure to make a timely payment of premium will be considered a request by you for us to cancel. If we cancel for non-payment of premium, the Minimum Retained Premium or earned premium, whichever is greater, will be immediately due and payable.

5. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

6. Transfer Of Your Rights And Duties Under This Policy

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

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

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appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

7. All Risk Coverage Warranty

You warrant that the property insured is covered and at all times during the Policy Period will continue to be covered, by standard all risk insurance for the term of this policy, equivalent to Insurance Services Office, Inc. forms CP 0010 and CP 1030 or their equivalent(s) as approved by the insurance department of the state where the predominant exposure is located. All losses under this policy will be adjusted as though such coverage was in effect at the time of loss.

It is agreed that your failure to comply with this warranty shall constitute a violation of a material warranty and make this policy voidable by us.

G. LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the values 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. Brands And Labels

In the event of loss of or damage to labels, capsules or wrappers, the loss will be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.

If branded or labeled merchandise covered by this policy is damaged and we elect to take all or any part of such merchandise at the value established by the terms of this policy, you may, at your own expense, stamp "salvage" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise; but you must re-label the merchandise or containers in compliance with the requirements of law.

4. 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 Limits 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.

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our written consent.

- (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.
- (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.

5. Excess Insurance

Permission is granted to you to have excess insurance over the Limits of Insurance set forth in this policy without prejudice to this policy, and the existence of such insurance, if any, will not reduce any liability under this policy.

6. Loss Clause

Following an "earthquake" or flood loss, we have the option but not the duty of reinstating the Limits of Insurance shown in the Declarations for "earthquake" and flood, for an additional premium.

7. Loss Payment

- a. In the event of loss or damage covered by this policy, 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 paragraph **G.14 Valuation** Condition in this policy or any applicable provision which amends or supersedes the terms of paragraph **G.14 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.

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- 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 within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this policy and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- 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, paragraph **G.14. Valuation** 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 paragraph **H.6. Transfer Of Rights Of Recovery Against Others To Us** Condition in this policy.

8. Other Insurance

Pursuant to Section **D., CAUSES OF LOSS EXCLUDED**, exclusion **1.b.**, this policy does not provide coverage for any loss covered under standard all risk insurance as warranted under paragraph **F.7., All Risk Warranty** of Section **F. OTHER POLICY CONDITIONS**. Only if you have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this policy, will we pay our share of the covered loss or damage. Our share is the proportion that the applicable Limits of Insurance under this policy bears to the Limits of Insurance of all insurance covering on the same basis.

9. Pair, Set Or Parts

a. Pair or Set

In case of loss or damage to any part of a pair or set we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss; or
- (2) Pay the difference between the value of the pair or set before and after the loss.

b. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

10. Records and Inventory

You will keep accurate books, records and accounts in the following manner:

A detailed and itemized inventory record of all property covered hereunder will be maintained and physical inventory will be taken periodically at intervals not more than 12 months apart.

11. 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 Limits of Insurance.

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12. Single Loss Clause

It is agreed that “earthquakes” can occur in a sequence, a series, or a cluster and involve multiple shocks, including foreshocks, mainshocks and aftershocks. With respect to a “loss occurrence” occasioned by “earthquake”, all loss or damage attributable to such “earthquake” shocks that occur within 168 consecutive hours during the Policy Period will be considered a single “loss occurrence”. The 168 hours will commence at the time of the earliest “earthquake” shock. However, we will not be liable for any loss caused by any “earthquake” shock occurring before the effective date and time of this policy, nor for any loss occurring after the expiration date and time of this policy.

13. Stated Values

The stated values of all Coverage Items are represented by the values shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations. If, at the time of the “loss occurrence”, there is no value stated in Section **E. SCHEDULE OF LOCATIONS AND VALUES** for each individual building at a scheduled location, the stated value for each building will be determined by multiplying the total reported value of all buildings by the proportion that the square footage of the individual building bears to the total square footage of all buildings contemplated in the total reported building value.

The square footage of each separate building will be estimated or ascertained after a “loss occurrence” as necessary. The resulting apportioned values will be considered the stated value for the individual building. The apportioned value will be considered **a)** a separate Unit of Insurance for deductible calculations as specified in Section **B. DEDUCTIBLE CLAUSE**; and **b)** the stated value with respect to the Limits of Insurance as specified in Section **A.2.b. LIMITS OF INSURANCE** in the Declarations.

EXAMPLE

The following example illustrates how a stated value is calculated under the conditions above. The amounts in the example shown may not be applicable to your policy. They are being used only to provide you with an example.

In this example, the **SCHEDULE OF LOCATIONS AND VALUES** shows three buildings at one location, with total building values for the location of \$7,500,000. Building 1 is 10,000 square feet. Building 2 is 25,000 square feet. Building 3 is 15,000 square feet, as reported on the application or submission or otherwise estimated or ascertained. The total square footage for the location is 50,000 square feet (10,000 plus 25,000 plus 15,000). The policy has a 5% deductible that applies Per Unit of Insurance.

Loc #	Bldg #	Address	Coverage Item	Value
1	Aggregate, 3 buildings	415 Main Street, Springfield, CA 90000	Building	\$ 7,500,000

Step 1: Determine the stated value of each building by multiplying the total reported building value of \$7,500,000 by the proportion that the individual building square footage bears to the total square footage.

Building 1: $\$7,500,000 \times (10,000/50,000) = \$1,500,000$.

Building 2: $\$7,500,000 \times (25,000/50,000) = \$3,750,000$.

Building 3: $\$7,500,000 \times (15,000/50,000) = \$2,250,000$.

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Step 2: Determine applicable deductible by multiplying the deductible percentage of 5% times the stated value of the Coverage Item.

Building 1: $5\% \times \$1,500,000 = \$75,000$

Building 2: $5\% \times \$3,750,000 = \$187,500$

Building 3: $5\% \times \$2,250,000 = \$112,500$

Step 3: Determine the maximum amount payable for each building per Section **A.2.b LIMITS OF INSURANCE** in the Declarations, subject always to the entire provisions of that section.

Building 1: stated value minus deductible: $\$1,500,000 - \$75,000 = \$1,425,000$

Building 2: stated value minus deductible: $\$3,750,000 - \$187,500 = \$3,562,500$

Building 3: stated value minus deductible: $\$2,250,000 - \$112,500 = \$2,137,500$

14. Valuation

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

- a. At Replacement Cost (without deduction for depreciation);
- b. Replacement cost does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Antiques, objects of art, sculpture, property of artistic, historical or scientific significance whether or not constituting part of the covered buildings; or any item scheduled under a Fine Arts or other scheduled property floater;
 - (4) "Stock", unless the "stock" is a listed Coverage Item with a corresponding stated value in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations;
 - (5) Manuscripts; or
 - (6) Any item covered under the Additional Coverage Valuable Papers and Records Endorsement, when attached to and made a part of this policy.

The items listed under **b.** above will be valued at actual cash value, meaning replacement cost minus depreciation unless defined differently by applicable state law, as of the time of loss or damage.

Under the terms of this **Valuation LOSS CONDITION**, Tenant's Improvements and Betterments 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 replacement cost valuation 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.

With respect to Tenant's Improvements and Betterments, the following also apply:

- (3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of Tenant's Improvements and Betterments will be determined as a proportion of your original cost. We will determine the proportionate value as follows:
- (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (4) We will not pay for loss or damage to Tenant's Improvements and Betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3) below, subject to f. below:
- (1) The Limit of Insurance applicable to the lost or damaged property as described in **A.2. LIMITS OF INSURANCE** in the Declarations;
 - (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 location, the cost described in this paragraph e. is limited to the cost which would have been incurred if the building had been rebuilt at the original location.
- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

H. ADDITIONAL CONDITIONS

1. Claims Against Third Parties

In the event of any loss of or damage to the property covered hereunder you will immediately make claim in writing against the carrier(s), bailee(s) or others involved.

2. Concealment, Misrepresentation Or Fraud

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

- a. This policy;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this policy.

3. Legal Action Against Us

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

- a. There has been full compliance with all of the terms of this policy; and

- b. The action is brought within 12 months after the date on which the direct physical loss or damage occurred.

However, if by the laws of the state within which this policy is issued such limitation is invalid, then any such claims will be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state.

4. No Benefit To Bailee

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

5. Policy Period, Coverage Territory

Under this policy:

- a. We cover loss or damage commencing:
 - (1) During the Policy Period shown in the Declarations; and
 - (2) Within the coverage territory.
- b. The coverage territory is the "state" in which the location(s) described in the Declarations is located.

6. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this policy 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:

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

This will not restrict your insurance.

I. DEFINITIONS

The following definitions are hereby added to this policy.

- 1. "Automatic sprinkler system" means:
 - a. Any automatic fire-protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;
 - (2) Ducts, pipes, valves and fittings;
 - (3) Tanks, their component parts and supports; and
 - (4) Pumps and private fire protection mains.
 - b. When supplied from an automatic fire-protective system:
 - (1) Non-automatic fire-protective systems; and

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- (2) Hydrants, standpipes and outlets.
2. "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act.
 3. "Earthquake" means a sudden movement of the crust of the earth caused by the release of stress accumulated along geologic faults.
 4. "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.
 5. "Loss occurrence" means any one loss or disaster, or series of losses or disasters, arising out of one event.
 6. "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.
 7. "State" means one of the 50 United States of America and the District of Columbia.
 8. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
 9. "Terrorism" means an activity that involves a violent act or the use of force, including the threat of any such activity or the preparation for any such activity, that is committed for political, religious, ideological, economic, social, or cultural purposes, by any person or group(s) of persons, whether acting alone or on behalf of or in concert with or in connection with any organization(s), government(s), or other political entity(ies), and:
 - a. Has been labeled, identified or described as a terrorist act by the executive branch of the United States government; or
 - b. Causes either:
 - (1) Damage to property;
 - (2) Injury to person(s);
 - (3) Disruptions of financial, governmental, transportation, communication, computer or utility services; or
 - c. Appears to be intended to:
 - (1) Disrupt any segment of an economy;
 - (2) Intimidate, harm, coerce or punish a civilian population;
 - (3) Put the public, or any section of the public, in fear;
 - (4) Influence the policy of a government by intimidation, coercion or punishment; or
 - (5) Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking.
 10. "Volcanic action" means the direct loss or damage resulting from the eruption, explosion or effusion of a volcano when the loss or damage is caused by airborne volcanic blast or airborne shock waves, ash, dust or particulate matter, or lava flow. Volcanic action includes the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIFFERENCE IN CONDITIONS HOMEOWNERS ASSOCIATION COVERAGE EXTENSION

**This endorsement modifies insurance provided under the following:
DIFFERENCE IN CONDITIONS COVERAGE FORM UND 1211**

A. COVERAGE

Section **A.1. Covered Property** is replaced by the following:

1. Covered Property

- a. Building**, meaning the building or structure at the locations 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)** Foundations of buildings, structures, machinery or boilers, including below-grade parking structures;
 - (5)** 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 not contained within individual units; and
 - (d)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual dwelling units;
 - (6)** If not covered by other insurance:
 - (a)** Additions under construction, alterations and repairs to the buildings or structures at the locations described in the Declarations. An addition does not include new construction of any separate building or structure;
 - (b)** Materials, equipment, supplies and temporary structures, on or within 100 feet of the described location, used for making additions, alterations or repairs to the building or structure;
 - (7)** The following types of property contained within a individual dwelling unit, regardless of ownership, if your homeowners' association agreement requires you to insure it:
 - (a)** Fixtures, improvements and alterations that are a part of the building or structure; and
 - (b)** The following non-portable appliances, to the extent that they are not a violation of the CC&Rs in effect at the time of loss: dishwashers, clothes washing machines, clothes drying machines, refrigerators, security systems, air conditioning systems, ovens and stoves.

But Building does not include real or personal property owned by, used by or in the care, custody or control of a unit-owner except for property listed in paragraph **A.1.a.(7)** above.

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Except as stated in paragraph **A.1.a.(7)**, it is the intent of this policy to provide coverage solely to the floors, ceilings and four perimeter walls of the individual units; coverage does not extend to the interiors of individual units or any structures or property contained within the four perimeter walls of the units, including, but not limited to, appliances, fireplaces, plumbing fixtures, showers, bath tubs, sinks, toilets, individual air conditioners for the exclusive use of individual unit-owners, cabinetry, countertops, mirrors, wall-to-wall carpeting, floor coverings, wall coverings, interior doors and partitions. Coverage does not extend to any real or personal property that a unit-owner is obligated to repair or maintain under the terms of your homeowners' association agreement.

It is agreed that benefits under **A.1.a.(7)** above will be payable to the Named Insured only, to the extent of the Named Insured's insurable interest; and that no benefits will be payable hereunder to any other person or entity, including but not limited to persons or entities also claiming to have an insurable interest in such property.

- b. Contents**, including your business personal property located in or on the building at the locations described in the Declarations or in the open (or in a vehicle) within 100 feet of the building at locations described in the Declarations 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 for personal property of others;
 - (3) Leased personal property for which you have a contractual responsibility to insure.

But your business personal property does not include personal property owned only by a unit-owner.

Section **A.2. Additional Coverages** is replaced by the following:

2. Additional Coverages

The following additional coverages paragraphs **a.** through **e.** do not apply unless this policy has made payment for direct physical loss to Covered Property, after application of the deductible as described in Section **D. DEDUCTIBLES** in the Declarations, including the applicable minimum per "loss occurrence" deductible.

a. Architectural and Engineering Costs

We will pay for the cost or expense for you to hire architects and/or engineers for services related to the repair, replacement, or reconstruction of buildings described in the Declarations and damaged directly by "earthquake". The loss or damage to the buildings must occur during the Policy Period. The most we will pay for architectural and engineering costs is \$25,000 for all "loss occurrences" in any one Policy Period, regardless of the number of buildings involved. Payments made for coverage provided under this paragraph **a.** are within the Limits of Insurance and will not serve to increase our Limits of Insurance described in the Declarations.

b. Electronic Data Processing Equipment

We will pay for the cost to repair or replace, with property of like kind and quality and substantially similar functionality, your "electronic data processing equipment" that has been damaged or destroyed. The most we will pay for loss to "electronic data processing equipment" is \$30,000 for all loss or damage sustained in any one Policy Period, regardless of the number of buildings or locations involved. Payments made for coverage provided under this paragraph **b.** are within the Limits of Insurance and will not serve to increase our Limits of Insurance described in the Declarations.

c. Electronic Data

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We will pay for the cost to replace or restore your “electronic data” which has been destroyed or corrupted. 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. The most we will pay for loss to “electronic data” is \$30,000 for all loss or damage sustained in any one Policy Period, regardless of the number of buildings, locations or computer systems involved. Payments made for coverage provided under this paragraph **c.** are within the Limits of Insurance and will not serve to increase our Limits of Insurance described in the Declarations.

d. Valuable Papers and Records

We will pay the cost to replace or restore the lost information on “valuable papers and records” that are your property or property of others in your care, custody or control, for which duplicates do not exist. The most we will pay for loss to “valuable papers and records” is \$10,000 for all loss or damage sustained in any one Policy Period, regardless of the number of buildings or locations involved. Payments made for coverage provided under this paragraph **d.** are within the Limits of Insurance and will not serve to increase our Limits of Insurance described in the Declarations.

e. Security

We will pay for the cost or expense necessary for you to hire additional security personnel to guard the insured location because of a loss insured against under this policy. The most we will pay for security is \$30,000 for all “loss occurrences” in any one Policy Period, regardless of the number of buildings or locations involved. Payments made for coverage provided under this paragraph **e.** are within the Limits of Insurance and will not serve to increase our Limits of Insurance described in the Declarations.

f. Debris Removal

- (1) Subject to Paragraph (3) below, 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 remove debris caused by an excluded cause of loss.
- (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, as specified in Section **A. 2., LIMITS OF INSURANCE** in the Declarations, 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 amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will not be liable under this policy for:
 - (a) Any greater proportion of such expense than the amount of insurance hereunder bears to the total amount of all insurance, whether all such insurance contains this clause or not.
 - (b) Loss occasioned by the enforcement of any state or municipal law or ordinance which necessitates the demolition of any portion of the building which has not suffered loss by any Covered Cause of Loss unless such liability is otherwise specifically insured by this policy.

g. Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria

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- (1) The coverage described in paragraph (2) below only applies when the "fungus", wet or dry rot or bacteria is the result of a Covered Cause of Loss 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.
- (2) The amount of \$5,000 is the most 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 **g.(2)** of this Limited Coverage is limited to \$5,000. 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 loss caused by Covered Causes of Loss which take place during the 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 \$5,000 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 Limits 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 Limits of Insurance on the affected Covered Property, as specified in Section **A. 2., LIMITS OF INSURANCE** in the Declarations.

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.

Increase in loss or damage as used in this Limited Coverage means any loss, damage, cost or expense resulting from the presence, treatment, removal or disposal of "fungus", wet or dry rot or bacteria as excluded in this policy.

h. Homeowners Association Fees Receivables

We will pay for homeowners association fees that you have been unable, after reasonable effort, to collect from the unit owner whose unit must be rendered uninhabitable due to accidental direct physical loss or damage to Covered Property at the locations described in the Declarations caused by or resulting from a Covered Cause of Loss that first commences during the Policy Period. Homeowners association fees include all ordinary Homeowners Association (HOA) dues, but do not include surcharges for building reserves or any special assessments.

This coverage terminates at the earliest of:

- (1) When an individual unit becomes inhabitable;
- (2) You have been paid sums under the policy sufficient to begin repair or replacement of the buildings and choose not to do so; or
- (3) You have been paid the stated value for Homeowners Association Fees described in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations.

However, we will not pay for any increased period of restoration of Covered Property required due to the enforcement of any ordinance or law that:

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- (1) Regulates the construction, use or repair, or requires the tearing down of any property, unless the Additional Coverage Ordinance Or Law endorsement is attached to and made part of this policy; or
- (2) 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".

If you recover any fees from unit owners for benefits that were paid in whole or in part under this endorsement, you will reimburse those fees to us immediately. You will cooperate with us in the effort to recover unpaid homeowners association fees. You will not waive your right to recover homeowners association fees receivable without our express permission. You agree that we are entitled to an accounting of any fees recovered and/or owed and to cooperate with us in the event we request an accounting.

The most we will pay for this Additional Coverage Homeowners Association Fees Receivables in any one "loss occurrence" is limited to the stated value for Homeowners Association Fees shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on values. If no stated value is described in the Declarations, there is **no coverage** for Homeowners Association Fees Receivables under this policy. Payments made for coverage provided under this paragraph **h.** are within the Limits of Insurance and will not serve to increase our Limits of Insurance shown in the Declarations. Coverage provided under this paragraph **h.** is subject to the deductible as described in Section **D. DEDUCTIBLES** in the Declarations.

i. Underground Utilities

We will pay for loss or damage to underground utilities, meaning underground pipes, flues or drains; including water, gas, electrical, communication and sanitary systems. Unless underground utilities are shown as a separate Coverage Item in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations, underground utilities are considered part of the building serviced by the underground utility and are subject to the building limit and the deductible applicable to loss to the building. The most we will pay for any one "loss occurrence" under this Additional Coverage Underground Utilities is the applicable Limit of Insurance described in Section **A.2., LIMITS OF INSURANCE** in the Declarations. Payments made for coverage provided under this paragraph **i.** are within the Limits of Insurance and will not serve to increase our Limits of Insurance shown in the Declarations.

j. Limited Coverage for Land Stabilization

We will pay your expenses, including engineering costs, to replace, stabilize or restore the land that supports the damaged Building when necessary in order to repair the Building which has suffered structural damage. The structural damage to the Building must be directly caused by the perils of either "earthquake" or flood. This Limited Coverage is then only provided if a limit is described in the Declarations for the peril that caused the structural damage.

The Limited Coverage under this paragraph **j.** only applies if:

- (1) The stabilization or restoration is required in order to repair damage to the damaged Building located directly upon that land, and
- (2) The damage to land is the result of "earthquake", or flood if endorsed onto this policy.

This Limited Coverage does not apply to costs to stabilize or restore land if the land damage is caused by an excluded cause of loss.

We do not provide any other coverage for land, land damage or landscaping.

The amount of \$5,000 is the most we will pay for Land Stabilization under this Limited Coverage. 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 "loss occurrences" caused by "earthquake" or flood which take place during the Policy Period.

Structural damage to the Building must exceed the deductible in order for this Limited Coverage to apply.

The expenses for land stabilization will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

Payments made for coverage under this Limited Coverage for Land Stabilization are within the Limits of Insurance and will not serve to increase our Limits of Insurance described in the Declarations.

B. PROPERTY EXCLUDED

Item **C.1.**, **PROPERTY EXCLUDED** is amended to read:

1. Accounts, bills, deeds, evidences of debt, currency, money, notes, securities, stamps, original drawings and specifications, letters of credit, passports, or tickets (including lottery tickets);

Items **C.7.**, **C.8.** **C.11.** and **C.26.** **PROPERTY EXCLUDED** are deleted from the **DIFFERENCE IN CONDITIONS COVERAGE FORM**.

C. LOSS CONDITIONS

Section **G.14. Valuation** of **LOSS CONDITIONS** is amended to read:

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

- (a) At Replacement Cost (without deduction for depreciation);
- (b) Replacement cost does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence owned by the association;
 - (3) Antiques, objects of art, sculpture, property of artistic, historical or scientific significance whether or not constituting part of the covered buildings; or any item scheduled under a Fine Arts or other scheduled property floater;
 - (4) Manuscripts; or
 - (5) Any item covered under paragraph **A.2.d** Additional Coverage Valuable Papers and Records of this endorsement or the Additional Coverage - Valuable Papers and Records endorsement, when attached to and made a part of this policy.

The items listed under **b.** above will be valued at actual cash value, meaning replacement cost minus depreciation unless defined differently by applicable state law, as of the time of loss or damage.

- (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 replacement cost valuation 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)** below, subject to **f.** below:
 - (1) The Limit of Insurance applicable to the lost or damaged property as described in **A.2. LIMITS OF INSURANCE** in the Declarations;

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(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 location, the cost described in this paragraph e. is limited to the cost which would have been incurred if the building had been rebuilt at the original location.

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

D. DEFINITIONS

The following definitions are added to section I. **DEFINITIONS**:

1. "Electronic data processing equipment" meaning computers, servers, networks, mainframes, electronic accounting machines, all supporting machinery, magnetic tapes, discs, cards, drives, blades, and any storage device owned by you, leased to or rented to you.
2. "Electronic data" meaning information, records, files, facts, and all software including operating systems, computer programs, procedures, applications, and source material 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 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. This paragraph does not apply to your "stock" of prepackaged software.
3. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including proprietary information, abstracts, books of account, card index systems, deeds, drawings, films, maps or mortgages. "Valuable papers and records" does not mean money or securities, converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded. "Valuable papers and records" does not include property that cannot be replaced with other property of like kind and quality, property in storage away from the locations described in the Declarations or records relating to contraband or property in the course of illegal transportation or trade.

Nothing contained in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as stated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE - ORDINANCE OR LAW

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM UND 1211

EXCESS PROPERTY INSURANCE UND 1414

A. COVERAGE

Each coverage – **Coverage A**, **Coverage B** and **Coverage C** – is provided under this endorsement only if that Coverage(s) is shown in the Declarations and then only with respect to the buildings for which the coverage is identified in Section **E. SCHEDULE OF LOCATIONS AND VALUES**, or the Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on stated values. The coverage provided by this endorsement will not apply unless and until the deductible shown in Section **D. DEDUCTIBLES** in the Declarations has been satisfied and a claim payment is due to you for a covered loss.

1. Coverage A — Coverage For Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building.

2. Coverage B — Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property.

3. Coverage C — Increased Cost of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- a.** Repair or reconstruct damaged portions of that building; and/or
- b.** Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- c.** This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law;
- d.** We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

B. APPLICATION OF COVERAGE(S)

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The Coverage(s) provided by this endorsement apply only if both **B.1.** and **B.2** are satisfied and are then subject to the qualifications set forth in **B.3.**

1. The ordinance or law:

- a. Requires the demolition of parts of the undamaged portion of the building at a location described in the Declarations;
- b. Regulates construction or repair of buildings, or establishes zoning or land use requirements at a location described in the Declarations; and
- c. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2. a. **Enforcement Caused By Covered Loss**

The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

b. **Enforcement Caused By Combination of Covered and Uncovered Loss**

The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and both the covered and uncovered damage results in the enforcement of the ordinance or law.

c. **Enforcement Caused By Uncovered Loss**

But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

Under no circumstances will this endorsement cover any property which is excluded under this policy.

3. In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of **Coverages A, B,** and/or **C,** as described in Section **A. COVERAGE,** of this endorsement. Instead, we will pay a proportion of such loss: meaning the proportion that the covered direct physical building damage bears to the total direct physical building damage.

(Section **H.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. ADDITIONAL EXCLUSIONS

The following exclusions apply in addition to those indicated in the **DIFFERENCE IN CONDITIONS COVERAGE FORM.** We will not pay under **Coverage A, B,** or **C** of this endorsement for:

- 1. Enforcement of any ordinance or law which requires the 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
- 2. The costs associated with the enforcement of any 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; or

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3. Loss due to any ordinance or law that:
 - a. You were required to comply with before the loss, even if the building was undamaged; and
 - b. You failed to comply with.

D. LIMITS OF INSURANCE

1. **Coverage A** is included within the stated value of the building, as shown in the Declarations, sustaining loss from ordinance or law. Loss payment is limited to the amounts described in Sections **E.2** and **E.6** of **LOSS PAYMENTS** of this endorsement. **Coverage A** is not an additional Limit of Insurance.
2. **Coverage B** is payable in addition to the stated value of the building sustaining loss from ordinance or law. Payment for **Coverage B** is subject always to the Limit of Insurance for **Coverage B**, or **Combined** Limit of Insurance for **Coverage B** and **C**, or **Combined** Limit of Insurance for **Coverage A, B** and **C**, shown in the Declarations. This coverage does not increase the Limit of Insurance in Section **A. LIMITS OF INSURANCE** in the Declarations.
3. **Coverage C** is payable in addition to the stated value of the building sustaining loss from ordinance or law. Payment for **Coverage C** is subject always to the Limit of Insurance for **Coverage C**, or **Combined** Limit of Insurance for **Coverage B** and **C**, or **Combined** Limit of Insurance for **Coverage A, B** and **C**, shown in the Declarations. This coverage does not increase the Limit of Insurance in Section **A. LIMITS OF INSURANCE** in the Declarations.

Coverage provided under this endorsement does not increase our Limits of Insurance per "loss occurrence" nor the limit per Policy Period shown in the Declarations, regardless of whether one or more coverages or Covered Causes of Loss insured by this policy are involved in the "loss occurrence".

E. LOSS PAYMENTS

1. All following loss payment provisions are subject to the apportionment procedures set forth in Section **B.3.** of this endorsement.
2. Unless Paragraph **E.6.** applies, loss payment under **Coverage A** – Loss to the Undamaged Portion of the Building Coverage will be determined as follows:

When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- a. If Replacement Cost Coverage applies and the property is being repaired or replaced, on the same or another location, we will not pay more than the lesser of:
 - (1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building at the same location and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The stated value of the building shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES**, or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on stated values.
- b. If Replacement Cost Coverage applies and the property is *not* repaired or replaced, or if the Replacement Cost Coverage does *not* apply, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The stated value of the building shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES**, or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on stated values.

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3. Unless Paragraph **E.5.** or **E.6.** applies, loss payment under **Coverage B** – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described location; or
- b. The applicable Limit of Insurance shown for **Coverage B** in the Declarations.

4. Unless Paragraph **E.5.** or **E.6.** applies, loss payment under **Coverage C** – Increased Cost of Construction Coverage will be determined as follows:

- a. We will not pay under **Coverage C**:

- (1) Until the property is actually repaired or replaced, at the same or another location; and
- (2) 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 location, or if you elect to rebuild at another location, the most we will pay under **Coverage C** is the lesser of:

- (1) The increased cost of construction at the same location; or
- (2) The applicable Limit of Insurance shown for **Coverage C** in the Declarations.

- c. If the ordinance or law requires relocation to another location, the most we will pay under **Coverage C** is the lesser of:

- (1) The increased cost of construction at the new location; or
- (2) The applicable Limit of Insurance shown for **Coverage C** in the Declarations.

5. If a **Combined** Limit of Insurance is shown for **Coverages B** and **C** in the Declarations, Paragraphs **E.3.** and **E.4.** of this endorsement do not apply with respect to the building that is subject to the **Combined** Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the **Combined** Limit of Insurance shown for **Coverages B** and **C** in the Declarations. Subject to this **Combined** Limit of Insurance, the following loss payment provisions apply:

- a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described location.

- b. With respect to the Increased Cost of Construction:

- (1) We will not pay for the increased cost of construction:

- (a) Until the property is actually repaired or replaced, at the same or another location; and

- (b) 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.

- (2) If the building is repaired or replaced at the same location, or if you elect to rebuild at another location, the most we will pay for the increased cost of construction is the increased cost of construction at the same location.

- (3) If the ordinance or law requires relocation to another location, the most we will pay for the increased cost of construction is the increased cost of construction at the new location.

6. If a **Combined** Limit of Insurance is shown for **Coverages A, B** and **C** in the Declarations, Paragraphs **E.2.**, **E.3.** and **E.4.** and **E.5.** of this endorsement do not apply with respect to the building that is subject to the **Combined** Limit, and the following loss payment provisions apply instead:

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The most we will pay, for the total of all covered losses for Loss to the Undamaged Portion of the Building, Demolition Cost and Increased Cost of Construction, is the **Combined** Limit of Insurance shown for **Coverages A, B and C** in the Declarations. Subject to this **Combined** Limit of Insurance, the following loss payment provisions apply:

- a. For Loss to the Undamaged Portion of the Building:
 - (1) If Replacement Cost Coverage applies and the property is being repaired or replaced, on the same or another location, we will not pay more than the amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building at the same location and to the same height, floor area, style and comparable quality of the original property insured. However, the loss payment for the undamaged portion of the building combined with the loss payment for the damaged portion of the building will not exceed the stated value of the building as shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES**, or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on stated values;
 - (2) If Replacement Cost Coverage applies and the property is *not* repaired or replaced, or if the Replacement Cost Coverage does *not* apply, we will not pay more than the actual cash value of the building at the time of loss.
- b. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described location.
- c. For Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another location; and
 - (b) 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.
 - (2) If the building is repaired or replaced at the same location, or if you elect to rebuild at another location, the most we will pay for the increased cost of construction is the increased cost of construction at the same location.
 - (3) If the ordinance or law requires relocation to another location, the most we will pay for the increased cost of construction is the increased cost of construction at the new location.

H. EXAMPLE

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section **B.3.** of this endorsement).

Assume:

- Flood is a Covered Cause of Loss; wind is an excluded Cause of Loss.
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by flood): \$30,000
- Portion of direct physical damage that is not covered (caused by wind): \$70,000
- Loss under Ordinance or Law Coverage **C** of this endorsement: \$60,000

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Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most the company will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

NOTE: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

Nothing contained in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as stated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL CYBER EXCLUSION

**This endorsement modifies insurance provided under the following:
DIFFERENCE IN CONDITIONS COVERAGE FORM UND 1211**

A. We will not pay for loss, damage, cost or expense directly or indirectly caused by or resulting from “cyber loss”. Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

B. Definitions

1. “Cyber loss” means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any “cyber act” or “cyber incident” including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any “cyber act” or “cyber incident”.
2. “Cyber act” means any unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any “computer system”.
3. “Cyber incident” means:
 - a. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any “computer system”; or
 - b. Any partial or total unavailability or failure or series of related partial or total unavailability or failure to access, process, use or operate any “computer system”.
4. “Computer system” means:
 - a. Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by you or any other party.

Nothing contained in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as stated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM UND 1211
EXCESS PROPERTY INSURANCE UND 1414**

- A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

- B.** The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

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

- C.** **Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the hostile or warlike action exclusion or the nuclear reaction, radiation or radioactive contamination exclusion in Section **D. Causes of Loss Excluded** of the Difference In Conditions Coverage Form or the nuclear hazard and war and military action exclusions in any primary or underlying policy(ies).

Nothing contained in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as stated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE FRAUD STATEMENTS

Applicable in Arkansas

Arkansas Fraud Statement

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Applicable in Colorado

Colorado Fraud Statement

“It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.”

Applicable in District of Columbia

District of Columbia Fraud Statement

“Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.”

Applicable in Florida

Florida Fraud Statement

“Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.”

Applicable in Kansas

Kansas Fraud Statement

“Any person who knowingly and with intent to defraud any insurance company or another person files an application for the issuance of, or the rating of, an insurance policy or statement of claim or any written statement containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal penalties.”

Applicable in Kentucky

Kentucky Fraud Statement

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of

misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.”

Applicable in Louisiana and New Mexico

Louisiana and New Mexico Fraud Statement

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.”

Applicable in Maine

Maine Fraud Statement

“It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.”

Applicable in Maryland

Maryland Fraud Statement

“Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Applicable in New Jersey

New Jersey Fraud Statement

“Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.”

Applicable in New York

New York Fraud Statement

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.”

Applicable in Ohio

Ohio Fraud Statement

“Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

Applicable in Oklahoma

Oklahoma Fraud Statement

“Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.”

Applicable in Oregon

Oregon Fraud Statement

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.”

Applicable in Pennsylvania

Pennsylvania Fraud Statement

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

Applicable in Puerto Rico

Puerto Rico Fraud Statement

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in Rhode Island

Rhode Island Fraud Statement

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Applicable in Tennessee, Virginia and Washington

Tennessee, Virginia and Washington Fraud Statement

“It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM EXCESS PROPERTY INSURANCE

A. Paragraph **2.** of the **Cancellation** Policy Condition is replaced by the following:

2. If this policy has been in effect for:

- a.** Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
- b.** 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3)** Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
- (4)** Failure to comply with reasonable loss control recommendations;
- (5)** Substantial breach of contractual duties, conditions or warranties;
- (6)** Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or
- (7)** Loss or decrease in reinsurance covering the risk.

B. Paragraph **3.** of the **Cancellation** Policy Condition is amended by the addition of the following:

- 3.** We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. Paragraph **6.** of the **Cancellation** Policy Condition does not apply.

D. The following are added and supersede any provision to the contrary:

1. NONRENEWAL

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us written notice of nonrenewal before the:

- a.** Expiration date of the policy; or
- b.** Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. MAILING OF NOTICES

If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

E. The following is added to the **Cancellation** Policy Condition:

7. Number Of Days' Notice Of Cancellation:

- a.** Cancellation will not be effective until at least:
 - (1)** 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
 - (2)** 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM UND 1211
EXCESS PROPERTY INSURANCE UND 1414**

- A. The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:**

**CONCEALMENT, MISREPRESENTATION
OR FRAUD**

1. Subject to paragraphs 2. and 3. below, this entire policy will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this policy unless:
 - a. The statements are contained in a written application; and
 - b. A copy of the application is endorsed upon or attached to this policy when issued.
3. In order to use any representation made by you or on your behalf in defense of a claim under the policy, we must show that the representations are material and that we relied on them.

- B. The **Appraisal** Condition is replaced by the following:**

APPRAISAL

If we and you disagree on the value of the property or the amount of loss, both parties may agree to an appraisal of the loss and to

be bound by the results of that appraisal. If both parties so agree, then 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:

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

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

- C. The **Duties in the Event of Loss or Damage** Loss Condition is revised as follows:**

The provision requiring a signed, sworn proof of loss is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 90 days after you receive the necessary forms from us.

- D. If a mortgage holder is added to the policy, the following condition is added to the **Cancellation** Policy Condition:**

MORTGAGEHOLDERS

- a. Oregon law states as follows:**

- (1) "If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be canceled by giving to such mortgagee a 10 days' written notice of cancellation".
 - (2) "If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing".
- b. The term mortgageholder includes trustee.
 - c. 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.
 - d. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
 - e. If we deny your claim because of your acts or because you have failed to comply with the terms of this insurance, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this insurance at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss in accordance with Paragraph a.(2); and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.
- All the terms of the affected insurance will then apply directly to the mortgageholder.
- f. If we cancel this policy, we will give written notice to the mortgageholder:
 - (1) In accordance with Paragraph a.(1); or
 - (2) At least:
 - (a) 10 days before the effective date of the cancellation if we cancel for your nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason other than provided for in Paragraph a.(1).
 - 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.
- E. The Legal Action Against Us Condition is amended to read:**
- 1. Legal Action Against Us**
No one may bring a legal action against us under this policy unless:
 - a. There has been full compliance with all of the terms of this policy; and
 - b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.
- However, if by the laws of the state within which this policy is issued such limitation is invalid, then any such claims will be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state.

CLAIM REPORTING GUIDELINES

WHEN REPORTING CLAIMS, PLEASE HAVE THE FOLLOWING INFORMATION AVAILABLE:

- Policy number
- Named insured under the policy
- Date, time and location of the loss or damage
- A key contact and phone number at your location
- A description of the loss and/or damage

TO REPORT CLAIMS FOR:

Policy Number	Carrier Name	Carrier Status	Subscription
XHO 5010266 12	Insurance Company of the West	A LICENSED, ADMITTED CARRIER	100.00%

In case of a loss or damage to covered property, please report the claim to our third party claims administrator, Crawford & Company, as soon as possible. The Agent, Broker or Insured may report the claim.

Claim Reporting E-mail: crawford_programs_west@us.crawco.com

Claim Reporting Phone Number: 1.844.208.2513

Claim Reporting Address:
Crawford & Company
675 Placentia Avenue, Suite 350
Brea, CA 92821

Nothing contained herein shall void or modify any provisions or obligations contained within your policy of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL COMMUNICABLE DISEASE EXCLUSION

**This endorsement modifies insurance provided under the following:
DIFFERENCE IN CONDITIONS COVERAGE FORM UND 1211
EXCESS PROPERTY INSURANCE UND 1414**

- A.** We will not pay for loss or damage caused by, resulting from, or arising out of any “communicable disease”. This exclusion applies to all coverage under all forms and endorsements that comprise this policy, including but not limited to forms or endorsements that cover property damage to buildings, contents, “stock” or tenant’s improvements and betterments, and forms or endorsements that cover business income, extra expense, or action of civil authority.
- B.** We will not pay for loss or damage caused by, resulting from, or arising out of any closure or other orders or advisories, whether directly or indirectly, in response to or arising out of a “communicable disease”, issued by any person, business, corporation, landlord, organization, health or medical body, governmental body or any entity with authority to issue such orders or advisories on either a mandatory or advisory basis.
- C.** “Communicable disease” means an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to another animal or human. Infectious agents include, but are not limited to, a virus, bacterium, parasite or any other organism of any variation, whether deemed living or not.

Nothing contained in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as stated above.