

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

## CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS POLICY

**A. Paragraph A.1.a. Buildings** in the Businessowners Standard Property Coverage Form and Businessowners Special Property Coverage Form is deleted and replaced by the following:

- a. Buildings**, meaning the buildings and structures at the premises described in the Declarations, including:
- (1) Completed additions;
  - (2) Permanently installed fixtures, machinery and equipment;
  - (3) Outdoor fixtures;
  - (4) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:
    - (a) Fire extinguishing equipment;
    - (b) Outdoor furniture;
    - (c) Floor coverings; and
    - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
  - (5) If not covered by other insurance:
    - (a) Additions under construction, alterations and repairs to the buildings or structures; and
    - (b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures; and
  - (6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:
    - (a) Fixtures, improvements and alterations that are part of the buildings or structures; and
    - (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or house-keeping.

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

**B. Paragraph A.1.b. Business Personal Property** in the Businessowners Standard Property Coverage Form and Businessowners Special Property Coverage Form is deleted and replaced by the following:

- b. Business Personal Property** located in or on the buildings at the described premises in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:
- (1) Personal property owned by you or owned indivisibly by all unit-owners;
  - (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
  - (3) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes similar property of others that is in your care, custody or control; however, this property is not covered for more than the amount for which you are legally liable, plus the cost of labor, materials or services furnished or arranged by you on personal property of others.

**C. Paragraph E. PROPERTY LOSS CONDITIONS** in the Businessowners Standard Property Coverage Form and Businessowners Special Property Coverage Form is amended as follows:

1. The following is added to **6. Loss Payment** Condition:

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

2. The following is added:

**Unit-Owner's Insurance**

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

D. The following is added to Paragraph **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

Each individual unit-owner of the insured condominium, however, only for liability arising out of the maintenance or repair of that portion of the premises which is not reserved for that unit-owner's exclusive use or occupancy.

E. The following is added to Paragraph **J. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** in the Businessowners Common Policy Conditions:

**Waiver Of Rights Of Recovery**

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

All other policy terms and conditions apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.