



POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE – TRIA DECLINED

This Notice is issued in accordance with the terms and conditions of the Terrorism Risk Insurance Act, as amended (the "Act").

You are hereby notified that coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the Act, as explained in the Policyholder Disclosure notice, (1) was made available to you (2) you declined or failed to confirm the purchase of such coverage. Therefore, this insurance does not provide coverage for losses directly resulting from any "act of terrorism" as defined by the Act except to the extent, if any, otherwise provided by this Policy.

INSTRUCTION TO BROKER

You are instructed to deliver a copy of this notice to our insured.

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STATE FRAUD STATEMENT

KENTUCKY

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.



POLICYHOLDER NOTICE

KENTUCKY

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.



SERVICE OF SUIT

KENTUCKY

All lawful process may be served in any action, suit or proceeding instituted in Kentucky by or on behalf of any Insured or beneficiary under this Policy against the Company arising out of this Policy, upon the Company's registered agent at the following address:

Corporation Service Company

421 West Main St.

Frankfort, KY, 40601

The Company also hereby designates the Secretary of State of Kentucky, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Secretary of State of Kentucky, or his/her designee, is sent by registered mail with return receipt requested to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the State of Kentucky who, on behalf of the Company, solicits insurance within the State of Kentucky; makes, issues or delivers insurance policies within the State of Kentucky; or collects or receives any premiums or other consideration for the Company.



POLICYHOLDER NOTICE

ECONOMIC AND TRADE SANCTIONS

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the Office of Foreign Assets Control (OFAC).

THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") OF THE US DEPARTMENT OF THE TREASURY ADMINISTERS AND ENFORCES ECONOMIC AND TRADE SANCTIONS BASED ON US FOREIGN POLICY AND NATIONAL SECURITY GOALS AGAINST TARGETED FOREIGN COUNTRIES AND REGIMES, TERRORISTS, INTERNATIONAL NARCOTICS TRAFFICKERS, THOSE ENGAGED IN ACTIVITIES RELATED TO THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION, AND OTHER THREATS TO THE NATIONAL SECURITY, FOREIGN POLICY OR ECONOMY OF THE UNITED STATES.

WHENEVER COVERAGE PROVIDED BY THIS POLICY WOULD BE IN VIOLATION OF ANY U.S. ECONOMIC OR TRADE SANCTIONS, SUCH COVERAGE SHALL BE NULL AND VOID.

FOR MORE INFORMATION, PLEASE REFER TO:

[HTTPS://WWW.TREASURY.GOV/RESOURCE-CENTER/SANCTIONS/PAGES/DEFAULT.ASPX](https://www.treasury.gov/resource-center/sanctions/pages/default.aspx)



Premium: \$60,000.00
 TRIA Premium: - REJECTED
 Broker Fee \$1,000.00
 Surplus Lines Tax \$1,830.00
 Municipality tax \$3,050.00
 KY Firefighters Surcharge
 \$1,098.00
 Total: \$66,978.00

DECLARATIONS

NAMED INSURED AND ADDRESS	Reynolds Lofts Condominium Association Inc 806 Stone Creek Pkwy, Ste 2 Louisville, KY 40223
BROKER OF RECORD	CRC Insurance Services, Inc. [Franklin] 6640 Carothers Parkway, Suite 230 Franklin, TN 37067
INSURER	AXIS Surplus Insurance Company (Non-Admitted) 233 South Wacker Drive, Suite 4930 Chicago, IL 60606 <i>A Stock Insurer</i>

POLICY FORM	AXIS PROPERTY AXIS 1012401 0619
POLICY NUMBER	P-001-001676196-01
POLICY PERIOD	Effective Date: 06/26/2025 Expiration Date: 06/26/2026 <i>Both dates at 12:01 a.m. standard time at the Named Insured's address stated herein.</i>
POLICY TERRITORY	The United States of America, including the District of Columbia.

POLICY PREMIUM/FEEES	Premium based on Total Insured Values of: \$20,704,440	Base Premium:	\$60,000
		Total Policy Premium:	\$60,000
		Risk Engineering Fees:	\$0
MINIMUM EARNED PREMIUM (percentage of Total Policy Premium)	35%		
CANCELLATION NOTICE	90 days except for nonpayment of premium which is 10 days		
PERCENT OF STATED VALUE	100%		

COINSURANCE	
Real Property	Waived
Time Element Business Income including Rental Value	1/6 Monthly Limit Of Indemnity

COVERED CAUSE OF LOSS
Risk of direct physical loss:



Excluding Earthquake and Earth Movement
 Excluding Flood
 and as otherwise excluded or limited in this policy.

SCHEDULE OF LIMITS OF INSURANCE	
Policy Limit	\$10,000,000 Per Occurrence as a result of all covered loss or damage regardless of the number of Insured Locations , buildings, coverages or perils insured under this Policy.
Sub-limits	<p>The sub-limits of insurance set forth below and in any endorsement to this policy are subject to and not in addition to the policy limit of insurance. All sub-limits of insurance are per occurrence unless otherwise indicated. If the words "No Coverage" are shown then no coverage is provided for that coverage.</p> <p>When a sub-limit of insurance for a specific type of coverage is shown as "in the aggregate", our maximum limit of liability for that coverage will not exceed such limit during the policy period.</p> <p>When a sub-limit of insurance applies to property, that sub-limit of insurance also applies to any time element coverage associated with that property, unless a different sub-limit applies to that time element coverage.</p>
Real Property	Included
Business Personal Property	No Coverage
Personal Property Of Others	No Coverage
Accounts Receivable	\$1,000
Debris Removal	25% subject to a maximum of \$25,000
Fire Department Service Charge	\$1,000
Limited Coverage for Fungus, Wet Rot or Dry Rot	\$10,000 in the Aggregate
Pollutant Clean Up and Removal	\$10,000 in the Aggregate
Property in Transit	\$10,000
Property off Premises	\$10,000
Valuable Papers & Records	\$2,500
Time Element Business Income including Rental Value	Per Statement of Values
Time Element Extra Expense	\$25,000
Extended Business Income	60 Days
Back up of Sewers and Drains	\$50,000
Convective Storm	\$10,000,000
Electronic Data Processing Equipment Breakdown	\$2,500
Electronic Data Processing Media Breakdown	\$2,500



Named Storm	\$10,000,000
Newly Acquired Property	\$250,000
Newly Constructed Property	\$250,000
Outdoor Property	\$1,000
Outdoor Signs	\$2,500

ORDINANCE OR LAW LIMITS OF INSURANCE	
The limits of insurance set forth herein are part of and not in addition to the policy limit.	
Coverage A: Loss to Undamaged Portion of the Real Property	Included in the Building Limit
Coverages B & C Combined sublimit	\$250,000
Coverage D: Time Element Increased Period of Restoration Sublimit	No Coverage

DEDUCTIBLE	
Policy Deductible	<p>\$25,000 Per Occurrence regardless of the number of Insured Locations, buildings, coverages or perils insured under this Policy as set forth in the Policy unless a specific deductible shown below or on an applicable endorsement applies.</p> <p>If two or more deductible amounts provided in this Policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable unless the occurrence involved named storm or flood, in which event all applicable deductibles apply.</p>

CONVECTIVE STORM OR NAMED STORM DEDUCTIBLES		
	Applicable To:	Dollar or Percentage Amount
Convective Storm Deductible	All Insured Locations	3% the total value per insured location at the time such physical loss or damage occurs. \$25,000 minimum deductible
Named Storm Deductible	All Insured Locations	\$25,000 per occurrence

WAITING PERIODS
The waiting periods set forth on this Declarations page are per occurrence unless otherwise indicated and apply in accordance with the policy and applicable endorsements



If a waiting period is designated, we will not be liable for any loss under that coverage that occurs during the specified time period immediately following the loss.

Time Element Business Income

72 Hours

NOTICES TO INSURER

Send Notice of Claims To:

AXIS Insurance
Claims Department
P.O. Box 4470
Alpharetta, GA 30023-4470

Email: USFNOL@axiscapital.com
Phone (Toll-Free): (866) 259-5435
Phone: (678) 746- 9000
Fax: (866) 770-5629

Send All Other Notices And Inquiries To:

AXIS Insurance
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

Email: notices@axiscapital.com
Phone (Toll-Free): (866) 259-5435
Phone: (678) 746- 9000
Fax: (678) 802-6161



SCHEDULE OF FORMS & ENDORSEMENTS		
Policyholder Notices and Policy Forms		Form Number and Edition Date
Policyholder Disclosure - Notice of Terrorism Insurance Coverage - TRIA Declined		TRIA DECLINED DISCLOSURE 0115
State Fraud Statement		AXIS 104 0415
PolicyHolder Notice		AXIS 105 0316
Service of Suit		AXIS 106 0415
Policyholder Notice - Economic And Trade Sanctions		AXIS 906 0316
AXIS Property Form		AXIS 1012401 0619
Signature Page		AXIS 102ASIC 0415
Endorsements		Form Number and Edition Date
1	Back-up of Sewers and Drains (Unrelated to Flood) Endorsement	AXIS 1012403 0619
2	Schedule of Valuable Papers and Records	AXIS 1012407 0619
3	Condominium Association Endorsement	AXIS 1012408 0619
4	Electronic Data Processing Equipment Breakdown Endorsement	AXIS 1012416 0619
5	Electronic Data Processing Media Breakdown Endorsement	AXIS 1012417 0619
6	Outdoor Signs Coverage Endorsement	AXIS 1012430 0619
7	Newly Acquired Property Endorsement	AXIS 1012432 0619
8	Newly Constructed Property Endorsement	AXIS 1012433 0619
9	Ordinance or Law Endorsement	AXIS 1012434 0619
10	Outdoor Property Endorsement	AXIS 1012435 0619
11	Roof Surfacing Limited Exclusion Endorsement	AXIS 1012441 0619
12	Roofing Material Valuation Condition Endorsement	AXIS 1012442 0619
13	Terrorism Exclusion Endorsement	AXIS 1012445 0619
14	Convective Storm And Named Storm Deductibles Endorsement	AXIS 1012455 0619
15	Convective Storm And Named Storm Coverage Endorsement	AXIS 1012481 1120
16	Minimum Earned Premium Endorsement	AXIS 1011730 0618
17	Exterior Insulation Finish Systems (EIFS) Exclusion	AXIS 1012439 0222
18	EXCLUSION OF SPECIFIED COVERED PROPERTY ENDORSEMENT	AXIS 1012423 0322
19	Loss Condition Endorsement - Assignment of Benefits Fully Prohibited	AXIS 1013154 0922
20	PRE-EXISTING DAMAGES EXCLUSION ENDORSEMENT	AXIS 1011760 0124
21	WIND DRIVEN PRECIPITATION COVERAGE ENDORSEMENT	AXIS 1013398 0924
22	WATER DAMAGE COVERAGE LIMITATION ENDORSEMENT	AXIS 1013611 1124



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

Except for section and paragraph headings, all words or phrases in bold have a special meaning as set forth in this policy. Titles are provided for informational purposes only and do not have special meaning. The words “you” or “your” refer to the **Named Insureds**. The words “we”, “us” and “our” refer to the Insurer set forth in the Declarations.

In consideration of the payment of premium and in reliance upon all statements made and information furnished to the Insurer in the application, and subject to all of the terms, conditions, and limitations of this policy and any endorsements thereto, the **First Named Insured** and we agree to the following.

PROPERTY DAMAGE INSURING AGREEMENTS

A. COVERAGE

We will pay for direct physical loss of or damage to **covered property** at an **insured location** caused by or resulting from any **covered cause of loss**.

B. COVERED PROPERTY

As used herein, **covered property** means:

1. **Real property**;
2. Your **business personal property** located in or on **real property** (or in a vehicle) within 100 feet of the **real property** or within 100 feet of an **insured location** whichever is greater,
but only if the **real property** and the **business personal property** is listed on the most recent Statement of Values submitted to us in connection with this policy; and
3. Personal property of others for which you are legally liable and that is:
 - a. In your care, custody or control; and
 - b. Located in or on **real property** (or in a vehicle) within 100 feet of the **real property** or within 100 feet of an **insured location**.

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

C. PROPERTY NOT COVERED

Covered property does not include:

1. Accounts, bills, currency, food stamps or other evidences of debt, money, stamps, tickets, notes or **securities** or any other documents having a negotiable or market value, including lottery tickets and letters of credit;
2. Animals;
3. Bridges, roadways, walks, patios or other paved surfaces;
4. Contraband, or property in the course of illegal transportation or trade;
5. The cost of excavations, grading, backfilling or filling;
6. Foundations of buildings or structures, 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;
7. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
8. Property while airborne or waterborne;

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9. Bulkheads, pilings, piers, wharves, dams, dikes or docks;
10. Property that is covered under any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
11. **Electronic data, electronic data processing media or electronic data processing equipment.** This paragraph does not apply to your **stock** of prepackaged software, or to **electronic data** which is integrated in and operates or controls the **real property's** elevator, lighting, heating, ventilation, air conditioning or security system;
12. Retaining walls that are not part of **real property**;
13. Underground pipes, flues or drains;
14. The cost to replace or restore the information on **valuable papers and records** except to the extent coverage is provided under the Additional Coverage, **Valuable Papers and Records**;
15. Vehicles or self-propelled machines (including automobiles, aircraft or watercraft);
16. The following property while outside of buildings:
 - a. Grain, hay, straw or other crops;
 - b. Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than **stock** of trees, shrubs or plants or trees, shrubs or plants that are part of a vegetated roof);
17. Furs, fur garments and garments trimmed with fur, jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;
18. Patterns, dies, molds and forms;
19. Asbestos and lead based paint;
20. Outdoor signs;
21. Fine arts; or
22. Transmission and distribution lines, except on or within 100 feet of an **insured location**.

ADDITIONAL COVERAGES

These additional coverages apply provided a sub-limit is shown in the Declarations. These additional coverages will not increase the Limit of Insurance of this policy and are subject to the applicable sub-limit and policy provisions, including applicable exclusions, coinsurance percentages and deductibles.

Accounts Receivable

We will pay:

- A. All accounts due to you from customers, provided you are unable to collect after exerting all reasonable effort to do so;
- B. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- C. Collection expense in excess of your normal collection expenses that are made necessary because of such direct physical damage; or
- D. Other reasonable expenses you incur to reestablish your records of accounts receivable following such direct physical damage,

that result from a **covered cause of loss** to your records of accounts receivable at an **insured location**

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After payment of loss, all amounts recovered by you on accounts receivable for which you have been indemnified will belong and be paid to us by you up to the total amount of loss paid by us; but all recoveries in excess of such amounts will belong to you..

Debris Removal

- A. Subject to Paragraphs B, and C, we will pay your expense to remove debris of **covered property** and other debris that is on the **insured location**, when such debris is caused by or results from a **covered cause of loss** that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- B. Debris Removal does not apply to costs to:
 - 1. Remove debris of property of yours that is not insured under this policy, or property in your possession that is not **covered property**;
 - 2. Remove debris of property owned by or leased to the landlord of the **real property** where your **insured location** is located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - 3. Remove any property that is not covered, including property addressed under any Outdoor Property Coverage;
 - 4. Remove property of others of a type that would not be **covered property** under this policy; or
 - 5. Remove deposits of mud or earth from the grounds of the **insured location**.
- C. Debris Removal Sub-limit:
 - 1. The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the **covered property** that has sustained loss or damage.
 - 2. Subject to 1. above, the amount we will pay for debris removal expense is 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the **covered property** that has sustained loss or damage. However, if no **covered property** has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this additional coverage) at each **insured location** is the applicable limit set forth on the Declarations.

Fire Department Service Charge

If a fire department is called to save or protect **covered property** at the **insured location** from a **covered cause of loss**, we will pay for your liability for fire department service charges:

- A. Assumed by contract or agreement prior to loss; or
- B. Required by local ordinance.

The limit of insurance applicable to this coverage as set forth on the Declarations is the most we will pay regardless of the number of responding fire departments or fire units and regardless of the number or type of services performed.

Limited Coverage for Fungus, Wet Rot, Dry Rot

- A. This limited coverage only applies when the **fungus**, wet or dry rot (or by-products produced or released by **fungus**, wet or dry rot) are the result of one or more of the following causes that occur 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**:
 - 1. A **specified cause of loss**; or
 - 2. **Flood**, if the **Flood** Coverage Endorsement applies to the affected **insured location**.This additional coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

- B. We will pay for:

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1. 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;
 2. The cost to tear out and replace any part of the **real property** as needed to gain access to the **fungus**, wet or dry rot or; and
 3. 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 are present.
- C. With respect to a particular **occurrence** which results in fungus, wet or dry rot, we will not pay more than the total applicable limit set forth on the Declarations even if the fungus, wet or dry rot continue to be present or active, or recur, in a later policy period.

Pollutant Clean Up and Removal

We will pay for your expenses to extract or remove **pollutants** from land or water at the **insured location** if the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused by or results from a **specified cause of loss** that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the **covered cause of loss** occurs.

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

Property in Transit

- A. We will pay for direct physical loss or damage to your **business personal property** (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the **insured location**. Such property must be in or on a motor vehicle you own, lease or operate while between points in the policy territory.
- B. Loss or damage must be caused by or result from one of the following causes of loss:
 1. Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism;
 2. Vehicle collision upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed;
 3. Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

Property Off-Premises

- A. We will pay for direct physical loss or damage to your **covered property** while it is away from an **insured location** and:
 1. Temporarily at a **location** you do not own, lease or operate;
 2. In storage at a **location** you lease, provided the lease was executed after the beginning of the current policy term; or
 3. At any fair, trade show or exhibition.
- B. This coverage does not apply to property:
 1. In or on a vehicle; or
 2. In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

Valuable Papers and Records (Other Than Electronic Data)

- A. We will pay for the cost to research, replace or restore the lost information on **valuable papers and records** for which duplicates do not exist. Any such **valuable papers and records** that cannot be replaced or restored are not covered unless specifically scheduled to this policy and then only up to the agreed value set forth on that Schedule. But this coverage does not apply to **valuable papers and records** which exist as **electronic data**.
- B. Coverage under this coverage is limited to the **specified causes of loss**.

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- C. We will also pay for the cost of blank material for reproducing the records and for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on your **business personal property** and, therefore, coverage of such costs is not additional insurance.

TIME ELEMENT COVERAGE INSURING AGREEMENT

Business Income

Coverage is provided as described and limited below for **business income** including **rental value**, for which a Limit of Insurance is shown in the Declarations:

- A. We will pay for your actual loss sustained of **business income** and **rental value** during the **period of restoration** due to the necessary **suspension** of your **operations**. The **suspension** must be caused by direct physical loss of or damage to property at an **insured location**. The loss or damage must be caused by or result from a **covered cause of loss** at an **insured location**. With respect to loss of or damage to **business personal property** in the open or **business personal property** in a vehicle, **insured location** includes the area within 100 feet of the **insured location**.
- B. With respect to the requirements set forth in the preceding paragraph, if you occupy only a part of a site, an **insured location** means:
1. The portion of the **real property** that you rent, lease or occupy;
 2. The area within 100 feet of such **real property** or within 100 feet of the **insured location**, whichever distance is greater (with respect to loss of or damage to **business personal property** in the open or **business personal property** in a vehicle); and
 3. Any area within the **real property** or on the **insured location**, if that area services, or is used to gain access to, the portion of the **real property** which you rent, lease or occupy.
- C. Extended Business Income Period of Indemnity:

Subject to the Business Income Limit of Insurance, if an "Extended Business Income Period of Indemnity" is indicated on the Declarations, then with respect to **business income**, we will also pay for the actual loss of **business income** you incur during the period that:

1. Begins on the date property (except **finished stock**) is actually repaired, rebuilt or replaced (and with respect to **rental value** only, tenantability is restored) and **operations** are resumed; and
2. Ends on the earlier of:
 - a. The date:
 - i. you could restore your **operations**, with reasonable speed, to the level which would generate the **business income** amount that would have existed if no direct physical loss or damage had occurred; or
 - ii. with respect to **rental value** only, you could restore tenant occupancy, with reasonable speed, to the level which would generate the **rental value** that would have existed if no direct physical loss or damage had occurred; or
 - b. the end of the "Extended Business Income Period of Indemnity".

However, Extended Business Income Period of Indemnity does not apply to loss of **business income** or loss of **rental value** incurred as a result of unfavorable business conditions caused by the impact of the **covered cause of loss** in the area where the **insured locations** are located.

"Extended Business Income Period of Indemnity", as used herein, means the period of time that incept after the date determined in C.1. above, and ends when the "Extended Business Income Period of Indemnity" applicable number of days as set forth on the Declarations has expired.

Extra expense

- A. We will pay **extra expense** (other than the expense to repair or replace property) to:

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1. Avoid or minimize the **suspension** of business and to continue **operations** at an **insured location** or at replacement location or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; or
 2. Minimize the **suspension** of business if you cannot continue **operations** following direct physical loss or damage to property at an **insured location** that is caused by or results from a **covered cause of loss**.
- B. We will also pay **extra expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this policy.

EXCLUSIONS

A. Excluded Perils Subject to Concurrent Causation Provision

Except to the extent coverage is provided under any Additional coverage, we will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

Cyber Exclusion

1. Alteration, corruption, destruction, distortion, deletion or damage to **electronic data**;
2. Transmission or receipt of malicious code;
3. Unauthorized access or unauthorized use of a computer system;
4. Failure of, interruption of, loss of use, loss of access to computer systems;
5. Errors in configuring computer systems.

Earth Movement

1. **Earthquake**;
2. Tsunami;
3. Landslide, including any rock slide, mud slide, or earth sinking, rising or shifting;
4. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
5. Earth sinking, **sinkhole collapse**, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface; or

But if Earth Movement, as described in 1 through 5 above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

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

This exclusion applies regardless of whether any of the above, in Paragraphs 1 through 6, is caused by an act of nature or is otherwise caused;

Fungus, Wet Rot, Dry Rot

fungus, wet or dry rot.

Nor will we pay:

- a. The costs associated with the enforcement of any ordinance or law which requires you 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 **fungus**, wet or dry rot; or
- b. Any costs, expenses, fines or penalties incurred or sustained by or imposed on you at the order of any government agency, court or other authority arising from **fungus**, wet or dry rot.

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This exclusion does not apply to the extent that coverage is provided in the Additional Coverage – Limited Coverage for **Fungus, Wet Rot, Dry Rot**;

Governmental Action

Seizure or destruction of property by order of governmental authority.

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

Nuclear Hazard or Biological Hazard

Nuclear detonation, reaction, nuclear radiation or radioactive contamination, dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this policy, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused;

Ordinance or Law

The enforcement of any ordinance or law:

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

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

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

Virus or Bacteria Exclusion

the actual, alleged or suspected presence of any virus, bacterium or microorganism that induces or is capable of inducing physical distress, illness or disease. Nor will we pay:

1. The expense or cost to extract or remove such a virus, bacterium or microorganism from **covered property**;
2. The costs associated with the enforcement of any ordinance or law which requires you 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 such a virus, bacterium or microorganism;
3. The expense or costs associated with the enforcement of or compliance with of any ordinance or law which requires the total or partial, temporary or permanent, interruption, closure or cessation of business.
4. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by such a virus, bacterium or microorganism, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters; or
5. Any cost to store or otherwise dispose of any property because of the presence of such a virus, bacterium or microorganism in or on **covered property**.

War and Military Action

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

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**Water**

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

This exclusion applies regardless of whether any of the above is caused by an act of nature or is otherwise caused.

But if any of the above results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a **covered cause of loss**);

B. Other Exclusions

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

Artificially Generated Current

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- 1 Electrical or electronic wire, device, appliance, system or network; or
- 2 Device, appliance, system or network utilizing cellular or satellite technology.

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

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

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

Collapse

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

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

But if collapse results in a **covered cause of loss** at the **insured location**, we will pay for the loss or damage caused by that **covered cause of loss**;

Delay

Delay, loss of use or loss of market;

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Dishonest or intentional Acts

The following acts:

1. Dishonest or criminal acts (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees, authorized representatives whether acting alone or in collusion with each other or with any other party;
2. Theft by any person to whom you entrust property for any purpose, whether acting alone or in collusion with any other party; or
3. Alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable or any bookkeeping, accounting or billing error or omission committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

This exclusion:

- a. Applies whether or not an act occurs during your **normal** hours of operation;
- b. Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered;

Explosion

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;

Fines or Penalties

Fines or penalties incurred or sustained by or imposed on you at the order of any government agency, court or other authority arising from any cause whatsoever;

Inherent Vice or Defect

Any:

1. Wear and tear;
2. Rust or other corrosion or decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
3. Settling, cracking, shrinking or expansion; or
4. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision;

Leakage

1. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more;
2. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - a. You do your best to maintain heat in the building or structure; or
 - b. You drain the equipment and shut off the supply if the heat is not maintained;

Nesting or infestation

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Nesting or infestation, or discharge or release of waste products or secretions, or damage by insects, birds, rodents or other animals;

Precipitation

Rain, snow, ice or sleet to business personal property in the open;

Smog

Smog;

Smoke

Smoke, vapor, or gas from agricultural smudging or industrial operations;

Voluntary Parting

Voluntary parting with any property by you or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.

C. Exclusions with Covered Cause of Loss Exception

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

1. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **Excluded Perils subject to Concurrent Causation** above to produce the loss or damage;
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance,of part or all of any property on or off the **insured location**.

But if an excluded cause of loss that is listed above results in fire, we will pay for the loss or damage caused by that fire.

D. Loss or Damage to Product Exclusion

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

E. Pollutants Exclusion

We will not pay for loss or damage caused by or resulting from, contributed to or made worse by, actual, alleged or threatened release, discharge, escape or dispersal of **pollutants**, however caused. Nor will we pay for:

6. The expense or cost to extract or remove **pollutants** from debris;
7. The expense or cost to extract or remove **pollutants** from land, water, smoke or smoke residue;
8. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;

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9. The costs associated with the enforcement or any ordinance or law which requires you 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**; or
10. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by **pollutants**, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;
11. Any cost to store or otherwise dispose of any property because **pollutants** infect the property.

This exclusion does not apply to the extent that coverage is provided in the Pollutant Clean Up and Removal Additional Coverage.

F. Time Element Exclusions

Solely with respect to any **Time Element** Coverage, we will not pay for any of the following:

Delay in Operations/Suspension of License

1. Any increase of loss caused by or resulting from:
 - a. Delay in rebuilding, repairing or replacing the property or resuming **operations**, due to interference at the **location** of the rebuilding, repair or replacement by strikers or other persons; or
 - b. **Suspension**, lapse or cancellation of any license, lease or contract. But if the **suspension**, lapse or cancellation is directly caused by the **suspension of operations**, we will cover such loss that affects your **business income** during the **period of restoration** and any extension of the **period of restoration** in accordance with the terms of the Extended Business Income Period of Indemnity;
2. Any **extra expense** caused by or resulting from **suspension**, lapse or cancellation of any license, lease or contract beyond the **period of restoration**;
3. Loss for any period during which business would not or could not have been conducted for any reason other than direct physical loss or damage of the type insured against; or
4. Any other consequential loss.

Finished Stock

Any loss or damage caused by or resulting from:

1. Damage or destruction of **finished stock**; or
2. The time required to reproduce **finished stock**.

This exclusion does not apply to **extra expense** coverage.

LIMITATIONS

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

- A. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 1. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 2. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 3. The interior of any building or structure, or to **business personal property** in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - a. The building or structure first sustains damage by a **covered cause of loss** to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; orIncludes copyrighted material of Insurance Services Office, Inc. with its permission



- b. The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- 4. Building materials and supplies not attached as part of a building or structure, caused by or resulting from theft.
However, this limitation does not apply to:
 - a. Building materials and supplies held for sale by you, unless they are insured under a Builders Risk Policy; or
 - b. **Business income** coverage or **extra expense** coverage;
- 5. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- 6. Property that has been transferred to a person or to a place outside the insured location on the basis of unauthorized instructions; or
- 7. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - a. Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - b. Changes in or extremes of temperature;
 - c. Disease;
 - d. Frost or hail; or
 - e. Rain, snow, ice or sleet.
- B. We will not pay for loss of or damage to fragile articles such as statuary, marbles, chinaware and porcelains, if broken unless caused by the **specified causes of loss** or building glass breakage. This restriction does not apply to glass, or containers of property held for sale.
- C. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:
 - 1. Results in discharge of any substance from an automatic fire protection system; or
 - 2. Is directly caused by freezing.
- D. We will not pay for:
 - 1. Loss of **business income** when a **suspension of operations** is caused by destruction or corruption of **electronic data**, or any loss or damage to **electronic data**; or
 - 2. Extra expense incurred to avoid or minimize a suspension of operations caused by destruction or corruption of electronic data, or any loss or damage to electronic data.

VALUATION/COINSURANCE/LOSS DETERMINATION AND LOSS PAYMENT

A. Valuation:

We will determine the value of **covered property** in the event of loss or damage as follows:

- 1. At the **repair or replacement cost** as of the time of loss or damage, except as provided below;
- 2. **Stock** you have sold, but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- 3. Glass at the cost of replacement with safety glazing material if required by law;
- 4. Tenant's Improvements and Betterments at:

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- a. **Repair or replacement cost** as of the time of loss or damage, if you make repairs promptly to the lost or damaged property;
 - b. A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - i. Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - ii. 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 calculation;
 - c. Nothing if others pay for repairs or replacement;
5. Property in transit: the amount of invoice, including prepaid or advanced freight, if any, your profit or commission as selling agent, and such other costs and charges as may have accrued and become legally due thereon since shipment. In the absence of an invoice, the property shall be valued at its **actual cash value** at point of shipment.

B. Loss determination

1. The amount of **business income** loss will be determined based on:
 - a. The **net income** of the business before the direct physical loss or damage occurred;
 - b. The likely **net income** of the business if no physical loss or damage had occurred, but not including any **net income** that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the **covered cause of loss** on customers or on other businesses;
 - c. The operating expenses, including payroll expenses, necessary to resume **operations** with the same quality of service that existed just before the direct physical loss or damage; and
 - d. Other relevant sources of information, including:
 - i. Your financial records and accounting procedures;
 - ii. Bills, invoices and other vouchers; and
 - iii. Deeds, liens or contracts.
2. The amount of **extra expense** will be determined based on:
 - a. All expenses that exceed the **normal** operating expenses that would have been incurred by **operations** during the **period of restoration** if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - i. The salvage value that remains of any property bought for temporary use during the **period of restoration**, once **operations** are resumed; and
 - ii. Any **extra expense** that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - b. Necessary expenses that reduce the **business income** loss that otherwise would have been incurred.
3. Resumption of Operations

We will reduce the amount of your:

- a. **Business income** loss, other than **extra expense**, to the extent you can resume your **operations**, in whole or in part, by using damaged or undamaged property (including **merchandise** or **stock**) at the **insured location** or elsewhere; or
- b. **Extra expense** loss to the extent you can return **operations** to **normal** and discontinue such **extra expense**.

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4. If you do not resume **operations**, or do not resume **operations** with all due diligence and dispatch, we will pay based on the length of time it would have taken to resume **operations** as quickly as possible.

C. Expenses not Covered

The following expenses incurred by you or your representatives are not covered:

1. The services of auditors, accountants, appraisers, architects, engineers or other such professionals for producing and certifying particulars or details of your business even if required by us in order to arrive at the loss payable under this policy; and
2. Public adjusters or attorneys; insurance agents or brokers, loss appraisers or your employees unless agreed to by us prior to the use of their services.

D. Coinsurance

1. If a Coinsurance percentage is shown in the Declarations for **real property** or **business personal property**, the following condition applies.

We will not pay the full amount of any loss if the value of **covered property** at the time of loss times the coinsurance percentage shown for it in the Declarations is greater than the value of the property as provided on the most recent Statement of Values submitted to us in connection with this policy.

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

- (Step 1) Multiply the value for the **covered property** at the time of loss by the Coinsurance percentage;
- (Step 2) Divide the value of the property as provided on the latest Statement of Values on file with us by the figure determined in (Step 1);
- (Step 3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in (Step 2); and
- (Step 4) Subtract the deductible from the figure determined in step (Step 3).

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

2. If a coinsurance percentage is shown in the Declarations for **business income**, the following condition applies.

We will not pay the full amount of any **business income** loss if the Limit of Insurance for **business income** is less than:

- a. The Coinsurance percentage shown for **business income** in the Declarations; times
- b. The sum of:
 - i. **Net income**; and
 - ii. Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your **operations** at the **insured location** for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

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

- (Step 1) Multiply the net income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- (Step 2) Divide the Limit of Insurance for the insured location by the figure determined in (Step 1); and
- (Step 3) Multiply the total amount of loss by the figure determined in (Step 3).

We will pay the amount determined in (Step 3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

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In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- a) Prepaid freight – outgoing;
- b) Returns and allowances;
- c) Discounts;
- d) Bad debts;
- e) Collection expenses;
- f) Cost of raw **stock** and factory supplies consumed (including transportation charges);
- g) Cost of **merchandise** sold (including transportation charges);
- h) Cost of other supplies consumed (including transportation charges);
- i) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- j) Power, heat and refrigeration expenses that do not continue under contract;
- k) All payroll expenses, or the amount of payroll expense excluded (if a Payroll Limitation or Exclusion Endorsement is attached); and
- l) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

In any one **occurrence**, we will first reduce the amount of loss or damage arising out of such occurrence, if required by this coinsurance condition. If the adjusted amount of loss or damage (hereafter “loss”) is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss will pay the resulting amount or the Limit of Insurance, whichever is less.

3. Agreed Value

If the Declarations indicate that the coinsurance condition is waived with respect to **real property** or **business personal property**, then we will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this policy for the property bears to the agreed value shown in the most recent signed Statement of Values submitted to us in connection with this policy. If no signed statement of values is on file with us, then 100% coinsurance applies.

4. **Business Income** Agreed Value

If the Declarations indicate that the coinsurance condition is waived with respect to **business income**, then the coinsurance condition is suspended until 12 months after the effective date of this policy. A Business Income Report/Work Sheet must be submitted to us and must show financial data for your operations. If no Business Income Report/Work Sheet is on file with us, 100% Coinsurance applies.

5. Monthly Limit of Indemnity

If the Declarations indicate a Monthly Limit of Indemnity, then no coinsurance applies and the most we will pay for loss of **business income** in each period of 30 consecutive days after the beginning of the **period of restoration** is the Limit of Insurance multiplied by the Monthly Limit of Indemnity fraction shown in the Declarations.

E. **Loss Payment**

1. In the event of loss or damage covered by this policy, at our option, we will either:
 - a. Pay the value of lost or damaged property;
 - b. Pay the cost of repairing or replacing the lost or damaged property, subject to 2. below;
 - c. Take all or any part of the property at an agreed or appraised value; or

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- d. Repair, rebuild or replace the property with other property of like kind and quality, subject to 2. below.
2. We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the valuation condition in this policy or any applicable provision which amends or supersedes the valuation provision.
3. 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, unless Ordinance or Law Increased Cost of Construction Coverage applies and then only in accordance with the Loss Payment provisions applicable to that coverage.
4. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
5. We will not pay you more than your financial interest in the **covered property**.
6. We may adjust losses with the owners of lost or damaged property if other than you as shown on the Schedule of Loss Payees. 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**.
7. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
8. 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:
 - a. We have reached agreement with you on the amount of loss; or
 - b. An appraisal award has been made.
9. Subject always to the limits and sub-limits of insurance set forth on the Declarations, in the event of loss hereunder, our liability shall be limited to the least of the following:
 - a. The actual adjusted amount of loss, less applicable deductibles;
 - b. The maximum amount payable under the Coinsurance condition;
 - c. The "percent of stated value", if any, stated on the Declarations for each scheduled item of property, **Time Element**, or other items shown on the most recent Statement of Values submitted to us in connection with this policy, less applicable deductibles. If no such percentage is displayed then only paragraph 1 and 2 above apply, provided, however, If **actual cash value** applies, then the maximum amount payable is 100%.

We shall never pay more than the limits and sub-limits indicated on the declarations.

CONDITIONS

Abandonment

There can be no abandonment of any property to us.

Appraisal

If we and you disagree on the values of the property, or with respect to any **Time Element** Coverage, on the amount of **net income** and operating expense, 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, or with respect to any **Time Element** Coverage, on the amount of **net income** and operating expense, 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.

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Cancellation

- A. The **First Named Insured** may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy by mailing or delivering to the **First Named Insured** written notice of cancellation. Notice of cancellation will be sent to the **First Named Insured** prior to the effective date of cancellation. The minimum number of days' notice we will give you is set forth on the Declarations or is set forth in a state mandated cancellation/nonrenewal endorsement, if applicable.
- C. We will mail or deliver our notice to the **First Named Insured's** last mailing address known to us.
- D. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- E. 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.
- F. If notice is mailed, proof of mailing will be sufficient proof of notice.

Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The **First Named Insured** 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.

Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to coverage provided by this policy 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.

Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this policy at any one or more **insured locations** will not affect coverage at any **insured location** where, at the time of loss, the breach of condition does not exist.

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, including a description of the property involved;
 - 3. With all due diligence and dispatch, give us a description of how, when and where the loss or damage occurred;
 - 4. Take all reasonable steps to protect the **covered property** from further damage, and keep a record of your expenses necessary to protect the **covered property**, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a **covered cause of loss**. Also, if feasible, set the damaged property aside and in the best possible order for examination;
 - 5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed;

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6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage; examine your books and records and 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; and
 9. If you intend to continue your business, you must resume all or part of your **operations** as quickly as possible.
- 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.

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.

Excess Insurance

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

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; and
 3. Recommend changes.
- B. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the 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; or
 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 similar organization that makes insurance inspections, surveys, reports or recommendations.
- D. Paragraph B. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

Insurance under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

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.

Mortgageholders

- A. The term mortgageholder includes trustee.

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- B. We will pay for covered loss of or damage to **real property** to each mortgageholder shown in in the Schedule of Mortgageholders in their order of precedence, as interests may appear.
- C. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the **real property**.
- D. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - 1. Pays any premium due under this policy at our request if you have failed to do so;
 - 2. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - 3. Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

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

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

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

- F. If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

No Benefit to Bailee

No person or organization, other than you, having custody of **covered property** will benefit from this insurance.

Other Insurance

- A. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this policy bears to the Limits of Insurance of all insurance covering on the same basis.
- B. If there is other insurance covering the same loss or damage, other than that described in A. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

Policy Period/ Policy Territory

- A. Under this policy we cover loss or damage commencing during the policy period and occurring within the policy territory.
- B. The policy period and the policy territory are as set forth on the Declarations.

Premiums

The **First Named Insured**:

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

The premium shown on the Declarations is the premium for the policy and based on the values submitted at inception. We will charge additional premium for values added after the inception date based on those values and the appropriate rates for the exposures added. We may return premium for values sold after the inception date based upon the appropriate rates for exposures sold. Any minimum earned premium shown in the Declarations shall apply.

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Preservation of Property

If it is necessary to move **covered property** from the **insured location** to preserve it from loss or damage by a **covered cause of loss**, we will pay for any direct physical loss or damage to that property:

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

Property in the Course of Construction

The amount of **time element** loss resulting from direct physical loss or damage to **covered property** in the course of construction that delays your commencement of **operations** is not covered unless reported to us in advance of commencement of construction. Such loss or damage shall be calculated by applying the length of time, determined as otherwise provided herein, to the level of **operations** or production that would have been reasonably achieved after construction and start-up would have been completed had no physical damage occurred.

Recovered property

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

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** or covered income; or
- B. After a loss to your **covered property** or covered income 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; or
 3. Your tenant.

This will not restrict your insurance.

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

Underlying Insurance

Permission is granted to you to purchase insurance on all or any part of the deductibles of this policy and the existence of such underlying insurance shall not prejudice any recovery otherwise payable under this policy.

Vacancy

A. Description of Terms

1. As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in a. and b. below:

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- a. When this policy is issued to a tenant, and with respect to that tenant's interest in **covered property**, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations;
- b. When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - i. Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; or
 - ii. Used by the building owner to conduct customary **operations**.

2. Buildings under construction or renovation are not considered vacant.

B. Vacancy Provisions

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

- 1. We will not pay for any loss or damage caused by any of the following, even if they are **covered causes of loss**:
 - a. Vandalism;
 - b. Sprinkler leakage, unless you have protected the system against freezing;
 - c. Building glass breakage;
 - d. Water damage; or
 - e. Theft or attempted theft; and
- 2. With respect to **covered causes of loss** other than those listed in a through e. above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.
- 3. Notwithstanding anything to the contrary in the **Valuation** condition, valuation for such vacant buildings will be on an **actual cash value** basis.

DEFINITIONS

Whether expressed in the singular or the plural, whenever appearing in bold in this policy, the following terms have the meanings set forth below.

Actual cash value means the cost to replace, rebuild or repair the **covered property** less depreciation.

Business income means the:

- A. **Net income** that would have been earned or incurred; and
- B. Continuing **normal** operating expenses incurred, including payroll.

For manufacturing risks, **net income** includes the net sales value of production.

Business personal property means the following property:

- A. Furniture and fixtures;
- B. Machinery and equipment;
- C. **Stock**;
- D. All other personal property owned by you and used in your business;
- E. Labor, materials or services furnished or arranged by you on personal property of others;
- F. Your use interest as a tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - 1. Made a part of **real property** you occupy but do not own; and

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2. You acquired or made at your expense but cannot legally remove; and
- G. Leased personal property for which you have a contractual responsibility to insure, unless such property qualifies as personal property of others.

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.

Covered cause of loss means direct physical loss unless the loss is excluded or limited in this policy.

Earthquake means an **occurrence** that is the faulting of land masses, including tremors and aftershocks. Earthquake does not include subsidence, landslide, rock slide, mudflow, tsunami, earth rising, earth sinking, earth shifting or settling unless as a direct result of the faulting of land masses.

Electronic data means information, facts or **computer programs** stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.

Electronic data processing equipment means computer hardware of any kind; including microchip; microprocessors (computer chips); integrated circuit or similar device; networking equipment; servers or any physical parts thereof and which is used to process **electronic data** but not the **electronic data** itself. **Electronic data processing equipment** does not include **electronic data processing media**.

Electronic data processing media means 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 and on which **electronic data** is recorded or transmitted, but not the **electronic data** itself. Money or **securities** are not **electronic data processing media**. **Electronic data processing media** does not include **electronic data processing equipment**.

Extra expense means necessary expenses you incur during the **period of restoration** that you would not have incurred.

Fine arts means those items set forth below that consist of painting; etchings; pictures; tapestries; and other bona fide works of art (such as statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac) of rarity, historical value, or artistic merit.

Finished stock means **stock** you have manufactured. **Finished stock** also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for **business income** in the Declarations. **Finished stock** does not include **stock** you have manufactured that is held for sale at a retail outlet **insured location**.

First Named Insured means the person or entity first listed as a **Named Insured** in the Declarations.

Flood means an **occurrence** that is a general and temporary condition of partial or complete inundation of normally dry land areas due to:

- A. Overflow of inland or tidal waters, including storm surge and spray from any of these;
- B. The unusual or rapid accumulation of surface waters from any source;
- C. Mudslide or mudflow caused by flooding as defined in A. or B. above;
- D. Water that backs up or overflows from a sewer, drain or sump caused by flooding as defined in A. or B. above; or
- E. Any release of water impounded by a dam.

All **floods** occurring within a 72-hour period will be deemed a single **occurrence**. The expiration of the policy will not reduce the 72-hour period.

However, **flood** does not include tsunami, but does include tidal waves to the extent such tidal waves cause overflow of tidal waters. As used herein, tidal wave means a shallow water wave caused by the gravitational interactions between the Sun, Moon, and Earth.

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

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Insured location means the locations within the policy territory and specified on the most recent Statement of Values submitted to us in connection with this policy. If not so specified in the Statement of Values, **insured location** means a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each not less than fifty feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative.

Merchandise means goods kept for sale by you that are not the product of your manufacturing operations.

Named Insured means the persons or entities listed as such in the Declarations.

Named Storm means an **occurrence** that is a wind event or weather disturbance event that is named by the National Weather Service or the National Oceanic and Atmospheric Administration at the time of loss or damage covered by this policy. **Named Storm** includes any **flood** or other peril that is associated with or occurring in conjunction with such wind event or weather disturbance. The maximum amount we will pay for all covered **floods** is the **flood** sub-limit of insurance, if any. If no **flood** sublimit applies, **flood** is excluded under this policy. All wind events or weather disturbances occurring within seventy-two (72) hours after such **named storm** is downgraded by the National Weather Service or the National Oceanic and Atmospheric Administration, shall be deemed to be the same **named storm**. This policy does not insure against any loss caused by any **named storm** occurring before the effective date and time of this policy. The expiration date and time of this policy shall not reduce the seventy-two (72) hour period.

Net income means net profit or loss before income taxes.

Normal means the condition that would have existed had no loss occurred.

Occurrence means one event or a series of related events that contribute concurrently to or contribute in any sequence to physical loss of or damage to property.

Operations means:

- A. Your business activities occurring at an **insured location**; and
- B. The tenantability of an **insured location**.

Period of restoration means the period of time that:

- A. Begins:
 1. At the expiration of the "**business income** waiting period" as set forth on the Declarations; or
 2. Immediately after the time of direct physical loss or damage for the **extra expense** Coverage; caused by or resulting from any **covered cause of loss** at an **insured location**; and
- B. Ends on the earlier of:
 1. The date when the property at an **insured location** should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 2. The date when business is resumed at a new permanent location.

As used herein, "**business income** waiting period" begins after the time of direct physical loss or damage for the **business income** Coverage

However, **period of restoration** does not include any increased period required due to the enforcement of any ordinance or law that:

- i. Regulates the construction, use or repair, or requires the tearing down of any property; or
- ii. 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**.

The expiration date of this policy will not cut short the **period of restoration**.

Pollutants means:

- A. smoke, vapor, soot, and fumes that contains gaseous or thermal irritant or contaminant;
- B. Acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

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- C. Materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property, including lead based paint;
- D. Asbestos, Dioxin, and Polychlorinated Biphenols; or
- E. Virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.

However, **pollutants** do not include bacteria, **fungus**, or mildew.

Real property means a building or structure, including:

- A. Completed additions;
- B. Fixtures, including outdoor fixtures;
- C. Permanently installed machinery and equipment;
- E. Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - 1. Fire extinguishing equipment;
 - 2. Outdoor furniture;
 - 3. Floor coverings; and
 - 4. Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering.

Rental value means:

- A. **Net income** that would have been earned or incurred as rental income from tenant occupancy of an **insured location** as furnished and equipped by you, including fair rental value of any portion of an **insured location** that is occupied by you; and
- B. Continuing **normal** operating expenses incurred in connection with that **insured location**, including:
 - 1. Payroll; and
 - 2. The amount of charges that are the legal obligation of the tenants but would otherwise be your obligations.

Repair or replacement cost means the lesser of:

- A. The cost to rebuild, repair or replace on the same site with new materials of like size, kind and quality provided if property of the same kind and quality is no longer the commercial standard, we will pay to replace such material with other property of similar quality and function;
- B. The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;
- C. The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;
- D. The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement;
- E. The increased cost of demolition, if any, resulting from loss covered by this policy, if such property is scheduled for demolition;
- F. The **actual cash value** if such property is:
 - 1. Useless to you; or
 - 2. Not repaired, replaced or rebuilt on the same or another site within one year from the date of loss.

However, **repair or replacement cost** does not include any increase of loss resulting from enforcement of any law, ordinance, regulation or rule, regulating or restricting the construction, installation, repair, replacement, demolition,

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occupancy, operation or other use of property at an insured location other than that provided for any Ordinance or Law Coverage.

Securities mean all negotiable and nonnegotiable instruments or contracts representing either money or other property and include revenue and other stamps in current use, tokens and tickets, but do not include money.

Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- A. The cost of filling sinkholes; or
- B. Sinking or collapse of land into man-made underground cavities.

Specified causes of loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft impact or vehicle impact; riot or civil commotion; vandalism; malicious mischief, falling objects; and weight of snow, ice or sleet.

The term "falling objects" as used in this definition does not include loss or damage to:

- A. **Business personal property** in the open; or
- B. The interior of a building, or property inside a building, unless the roof or an outside wall of the building is first damaged by a falling object.

Stock means goods held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

Suspension means:

- A. The slowdown or cessation of your business activities; or
- B. That a part or all of the **insured location** is rendered untenable.

Time Element means coverage provided under the **time element** section of this policy.

Unit means each individual residential or commercial unit within a building, whether owned, rented or leased.

Valuable Papers and Records means inscribed or printed or written documents, manuscripts or records, including those that exist as **Electronic Data** and including abstracts, books, deeds, drawings, films, maps, mortgages, prints and tracings, card index systems, files, tapes, discs, drums, cells, or magnetic recordings, but **Valuable Papers and Records** does not mean money or securities.

SIGNATURE PAGE FOLLOWS.



SIGNATURE PAGE

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.

A handwritten signature in black ink, appearing to read "Andrew Weissert". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew Weissert, Secretary

A handwritten signature in black ink, appearing to read "Michael McKenna". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael McKenna, President



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
1	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

BACK-UP OF SEWERS AND DRAINS (UNRELATED TO FLOOD) ENDORSEMENT

Back up of Sewers and Drains Sub-Limit of Insurance	\$50,000
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It is agreed as follows:

- I. Subject to the sub-limit of insurance set forth above, we will pay for direct physical loss or damage to **covered property** caused by or resulting from water that backs up from sewers or drains that is not related to **flood** or a **flood** related event.

As used in this endorsement:

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas due to:

- A. Overflow of inland or tidal waters;
- B. The unusual or rapid accumulation of surface waters from any source;
- C. **Mudslide or mudflow** caused by flooding as defined in A or B above;
- D. Water that backs up or overflows from a sewer, drain or sump caused by flooding as defined in A or B above; or
- E. Any release of water impounded by a dam;

Flood does not include tsunami but does include **tidal waves** to the extent such tidal waves cause overflow of tidal waters. As used herein, **tidal wave** means a shallow water wave caused by the gravitational interactions between the sun, moon and earth.

Mudslides or mudflows means a river of liquid and flowing mud in normally dry land areas.

- II. Solely with respect to the coverage provided by this endorsement and notwithstanding anything to the contrary: in the policy:

- A. Drains are **covered property**; and
- B. The Water exclusion will not apply to this Back-Up of Sewers and Drains coverage.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
2	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

SCHEDULE OF VALUABLE PAPERS AND RECORDS

It is agreed that the following valuable papers and records are included within the **Valuable Papers and Records (other than Electronic Records)** coverage:

Description of Items	Agreed Value
Per Schedule on file with the Insurer	Per Schedule on file with the Insurer

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
3	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

CONDOMINIUM ASSOCIATION COVERAGE ENDORSEMENT

It is agreed that solely with respect to the coverage provided under this endorsement:

I. The definition of **real property** is amended to add the following:

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

- A. Fixtures, improvements and alterations that are a part of the building or structure; and
- B. Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

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

II. The definition of **business personal property** set forth in the policy is deleted in its entirety and replaced with the following:

Business personal property means:

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

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

III. The following is added to the LOSS PAYMENT Condition set forth in the policy:

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

IV. The following conditions are added to the Conditions section of the policy:

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.

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 provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
4	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

ELECTRONIC DATA PROCESING EQUIPMENT BREAKDOWN ENDORSEMENT

Electronic Data Processing Equipment Breakdown Sub-limit of Insurance	\$2,500
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It is agreed that:

Subject to the sub-limit of Insurance set forth above, we will cover direct physical loss or damage to covered **Electronic Data Processing Equipment** while at an **insured location** and owned by you or leased, or rented to you, or under your control and used in your **operations** to process information at **insured locations**; and which is caused by:

- I. Mechanical breakdown or machinery breakdown:
- II. Short circuit, blowout, or other electrical damage to electrical equipment, apparatus or devices, including wiring.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
5	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

ELECTRONIC DATA PROCESSING MEDIA BREAKDOWN ENDORSEMENT

Electronic Data Processing Media Breakdown Sub-limit of Insurance	\$2,500
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It is agreed that:

Subject to the sub-limit of insurance set forth above, this policy is extended to cover insured direct physical loss or damage to **electronic data processing media** that is:

- I. At an **insured location**;
- II. Used in your **operations** to process and store information at an **insured location**; and
- III. Caused by:
 - A. **Mechanical** breakdown and machinery breakdown; or
 - B. Short circuit, blowout or other electrical damage to electrical equipment, apparatus, or devices, including wiring.
- IV. **Electronic data processing media** shall be valued as follows:

The cost of the blank **electronic data processing media** plus the cost of copying the **electronic data** or **computer programs** from back-up or from originals of the previous generation, even though **electronic data** and **computer programs** are not covered by this policy. These costs will not include research and engineering or any costs of restoring, gathering, assembling or recreating such **electronic data** or **computer programs**. Nor does this policy insure any amount pertaining to the value of such **electronic data** or **computer programs** to you or any other party, even if such **electronic data** or **computer programs** cannot be restored, recreated, gathered or assembled.

In no event shall the value include any additional cost directly or indirectly associated with the enforcement of any law or ordinance regulating the storage, processing, collection, transmission, recording, management, privacy or protection of information, media, **electronic data processing media**, **electronic data**, programs or **computer programs**.

If the **electronic data processing media** is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank **electronic data processing media**;

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
6	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

OUTDOOR SIGNS COVERAGE ENDORSEMENT

Outdoor Signs Sub-limit of Insurance	\$2,500
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It is agreed that, subject to the sub-limit of insurance set forth above, we will pay for direct physical loss or damage to your outdoor signs, caused by or resulting from a **specified cause of loss**.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
7	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

NEWLY ACQUIRED PROPERTY ENDORSEMENT

Newly Acquired Property Sub-limit of Insurance	\$250,000
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It is agreed that, subject to the sub-limit of insurance set forth in the Schedule above:

I. Buildings

If this policy covers **real property**, the coverage is extended to buildings or structures you acquire at an **insured locations** or at locations other than an **insured location**, intended for similar use as the building described in the most recent Statement of Values on file with us.

II. Your Business Personal Property

A. If this policy covers your **business personal property**, then coverage is extended to **business personal property**, including **business personal property** that you newly acquire, at any location you acquire.

B. This extension does not apply to:

1. Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
2. Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

III. This newly acquired property coverage will end when any of the following first occurs:

- A. 30 days expire after you acquire the property; or
- B. You report values to us.

IV. We will charge you additional premium for values reported from the date you acquire the property.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
8	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

NEWLY CONSTRUCTED PROPERTY ENDORSEMENT

Newly Constructed Property Sub-limit of Insurance	\$250,000
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It is agreed that, subject to the sub-limit of insurance set forth in the Schedule above:

I. Buildings

If this policy covers buildings, you may extend that insurance to apply to your new buildings while being built on **insured locations** or other than **insured location** intended for similar use as the building described in the most recent Statement of Values on file with us.

II. Your Business Personal Property

A. If this policy covers your **business personal property**, the coverage is extended to **business personal property** located at your newly constructed buildings on **insured locations**.

B. This Extension does not apply to:

1. Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
2. Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

III. This newly constructed property coverage will end when any of the following first occurs:

- A. 30 days expire after you being construction of the property; or
- B. You report values to us.

IV. We will charge you additional premium for values reported from the date you acquire the property.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
9	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

ORDINANCE OR LAW ENDORSEMENT

ORDINANCE OR LAW LIMITS OF INSURANCE	
The limits of insurance set forth herein are part of and not in addition to the policy limit.	
Coverage A: Loss to Undamaged Portion of the Real Property	Included in the Building Limit
Coverages B & C Combined sublimit	\$250,000
Coverage D: Time Element Increased Period of Restoration Sublimit	No Coverage

If the words “not covered” are show in the Schedule above, then no coverage is provide for that coverage.

It is agreed that:

I. Subject to the limits set forth above.

A. Coverage A – Coverage For Loss To The Undamaged Portion Of The **Real Property**

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

B. Coverage B – Demolition Cost Coverage

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

C. Coverage C – Increased Cost Of Construction Coverage

1. With respect to the **real property** that has sustained covered direct physical loss or damage, we will pay the increased cost to:

- a. Repair or reconstruct damaged portions of such **real property**; and/or
- b. Reconstruct or remodel undamaged portions of such **real property**, 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:

- 1. 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.

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2. We will not pay for the increased cost of construction if the **real property** is not repaired, reconstructed or remodeled within two years of the date of loss.
2. When **real property** is damaged or destroyed and Coverage C applies to that real property in accordance with C.1. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in C.1.:
 - a. The cost of excavations, grading, backfilling and filling;
 - b. Foundation of the real property;
 - c. Pilings; and
 - d. Underground pipes, flues and drains.

The items listed in 2.a. through d. above are deleted from **Property Not Covered**, but only with respect to the coverage described in this paragraph.

D. Coverage D – Increased **Period of Restoration**

If a **covered cause of loss** causes loss or damage to **covered property** at an **insured location**, the **Business Income** coverage is extended to include loss of **business income** you sustain during the **period of restoration**.

As used in this coverage D, the definition of **period of restoration** is modified to include any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

II. Application Of Coverages

The coverages provided by this endorsement apply:

- A. Only with respect to an ordinance or law that regulates the demolition, construction or repair of **real property**, or establishes zoning or land use requirements at the described location:
- B. The requirements of the ordinance or law are in force at the time of loss.
- C. Only in response to the minimum requirements of the ordinance or law. Loss or damage incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this policy.
- D. Only if:
 1. The **real property** sustains only direct physical loss or damage that is covered under this policy and as a result of such loss or damage, you are required to comply with the ordinance or law; or
 2. The **real property** sustains both direct physical loss or damage that is covered under this policy and direct physical loss or damage that is not covered under this policy, and, as a result of the **real property** loss or damage in its entirety, you are required to comply with the ordinance or law.

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However, there is no coverage under this endorsement if the **real property** sustains direct physical loss or damage that is not covered under this policy, and such damage is the subject of the ordinance or law, even if the **real property** has also sustained covered direct physical damage.

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

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.

We will not pay under this endorsement for:

- a. Enforcement of or compliance with 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;
- b. 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.
- c. Any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of **real property** damage, if you failed to comply.

E. Loss Payment

1. All following loss payment Provisions in E.2. and E.3. are subject to the apportionment procedures set forth in Section D.2 of this endorsement.
2. When there is a loss in value of an undamaged portion of a **real property** to which Coverage A applies, the loss payment for that **real property**, including damaged and undamaged portions, will be determined as follows:
 - a. If **repair or replacement cost** applies as set forth in the Valuation section of the policy, 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 **real property**, but not for more than the amount it would cost to restore the **real property** on the same location and to the same height, floor area, style and comparable quality of the original property insured;
 - b. If **repair or replacement cost** applies as set forth in the Valuation section of the policy applies, and the property is not repaired or replaced, or if the **repair or replacement cost** does not apply, we will not pay more than the **actual cash value** of the **real property** at the time of loss or damage.
3. The following loss payment provisions apply to Coverages B and C:
 - a. For Coverage B -- 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 Coverage C -- Increased Cost of Construction:

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- 1) We will not pay for the increased cost of construction:
 - i. Until the property is actually repaired or replaced, at the same or another location; and
 - ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- 2) If the **real property** 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.
4. If a Combined Sub-limit of Insurance is shown for Coverages B and C in the Schedule, the most we will pay, for the total of all covered losses for Demolition Cost and Increased Costs of Construction, is the Combined Sub-limit of Insurance shown in the Schedule.

F. Under this endorsement we will not pay for loss due to any ordinance or law that:

1. You were required to comply with before the loss, even if the **real property** was undamaged; and
2. You failed to comply with.

All other provisions of the policy remain unchanged.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
10	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

OUTDOOR PROPERTY ENDORSEMENT

Outdoor Property Sub-limit of Insurance	\$1,000
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It is agreed that, subject to the sub-limit of insurance set forth above, we will pay for direct physical loss or damage to your outdoor fences, trees, shrubs and plants, including debris removal expense, caused by or resulting from a **specified cause of loss**.

Subject to all aforementioned terms and limitations of coverage, this coverage includes the expense of removing from the **insured location** the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the **insured location**.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
11	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

ROOF SURFACING LIMITED EXCLUSION ENDORSEMENT

It is agreed that:

I. The following exclusion is added the policy:

We will not pay for **cosmetic damage to roof surfacing** caused by the perils of wind and hail.

II. The following definitions are added to the policy:

Cosmetic damage means marring, pitting or other superficial damage that alters the appearance of the **roof surfacing**, but does not prevent the roof from continuing to function as a barrier to the entrance of the elements to the same extent as it did before the **cosmetic damage** occurred.

Roof surfacing means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
12	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

ROOFING MATERIAL VALUATION CONDITION ENDORSEMENT

It is agreed that the following language is added to the Valuation condition of the policy:

In the event of direct physical loss or damage to **covered property** comprised of roofing material, roof covering or roof systems that is 12 years of age or older, the **covered property** will be valued as follows:

The lesser of:

- I. **Actual cash value** at the time of loss
- II. The cost to repair or replace the damaged property with material of like kind and quality, with proper deduction for depreciation; or
- III. The applicable limit of insurance.

You will bear the burden of proving the age of such roofing material, roof covering or roofing system.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
13	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

TERRORISM EXCLUSION ENDORSEMENT

It is agreed as follows:

I. The following exclusion is added to the policy:

Terrorism Exclusion

Any other provision of this policy notwithstanding, this insurance does not cover loss, damage, injury, expense, cost or legal obligation directly or indirectly resulting from or arising out of or in any way related to any:

- A. **Terrorism Act**; or
- B. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any **terrorism act**.
- C. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, injury, expense, cost or legal obligation.

This exclusion applies whether or not the **terrorism act** was committed in concert with or on behalf of any organization or government.

II. As used in this endorsement:

Terrorism act means any act, preparation in respect of action or the threat of action that:

- A. Involves violence or is dangerous to human life or tangible or intangible property (including electronic, communications, information or mechanical systems or infrastructure), and
- B. Reasonably appears to be intended, in whole or in part, to:
 - 1. Intimidate or coerce a civilian population or any segment of a civilian population;
 - 2. Disrupt any segment of the economy of one or more nations;
 - 3. Overthrow or influence the policy or conduct of a government; or
 - 4. Respond to any governmental action or policy.

Terrorism act will also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

Terrorism act includes the intentional dispersal or application of pathogenic, or poisonous biological or chemical materials and will also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

III. 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 or damage which would otherwise be excluded under this policy.

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
14	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

CONVECTIVE STORM AND NAMED STORM DEDUCTIBLES ENDORSEMENT

It is agreed as follows:

I. The following deductibles apply as set forth herein:

CONVECTIVE STORM OR NAMED STORM DEDUCTIBLES		
	Applicable To:	Dollar or Percentage Amount
Convective Storm Deductible	All Insured Locations	3% of the total value per insured location at the time such physical loss or damage occurs. \$25,000 minimum deductible
Named Storm Deductible	All Insured Locations	\$25,000 per occurrence

- II. The **convective storm** deductible, if any, applies to loss or damage caused directly or indirectly by **convective storm**, including **named storms** (unless a separate **named storm** deductible applies as set forth herein), regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- III. The **named storm** deductible, if any, applies to all loss or damage caused directly or indirectly by **named storm**, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- IV. The applicable deductible applies whenever there is a windstorm, **convective storm** or **named storm occurrence**.
- V. If the deductible displayed in the above Schedule is a **unit of insurance** percentage deductible, then the deductible will apply on a per **unit of insurance** basis. The deductible will be the product of the percentage indicated above multiplied by the value of such per **unit of insurance** at the time the loss or damage occurs.

As used herein, **unit of insurance** means:

- 1. Each building or structure;
- 2. **Business personal property** at each building or structure; or
- 3. **Business income** at each building or structure.

VI. If the deductible displayed in the above Schedule is an **insured location** percentage deductible, then the deductible will apply on a per **insured location** basis. This deductible will be product of the percentage indicated above multiplied by the total value of such **insured location** at the time such physical loss or damage occurs.

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VII. Any percentage deductible is subject to the minimum deductible shown in the above Schedule. If a maximum deductible is displayed, then any percentage deductible is also subject to the maximum deductibles shown in the above Schedule.

VIII. If the deductible type is "per **insured location**", and such deductible is applicable to specified **insured locations**, the specified **insured locations** are as indicated below:

Specified Insured Locations
N/A

IX. The following definitions are added:

Convective storm means an **occurrence** that is an atmospheric phenomenon responsible for the weather hazards of any windstorm, hail, tornado, thunderstorm, derechos, and rainstorm. **Convective storm** includes any **flood** or other perils that are associated with or occurring in conjunction with such weather hazards. The maximum amount we will pay for all loss or damage due to **flood** is the limit of insurance provided for **flood** coverage included in this policy, if any. If **flood** coverage is not provided by this policy, then **flood** is excluded under this policy. All weather hazards and associated perils occurring within seventy-two (72) hours after such **convective storm**, shall be deemed to be the same **convective storm**. The expiration date and time of this policy shall not reduce the seventy-two (72) hour period.

Named Storm Tier One means the following:

- Alabama Counties of Baldwin and Mobile
- Florida Entire State
- Georgia Counties of Bryan, Camden, Chatham, Glynn, Liberty, McIntosh
- Hawaii Entire State
- Louisiana Counties of Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. Martin, St. Mary, St. Tammany, Terrebonne, Vermillion
- Mississippi Counties of Hancock, Harrison, Jackson
- North Carolina Counties of Beaufort, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dane, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, Washington
- South Carolina Counties of Beaufort, Berkeley, Charleston, Colleton, Georgetown, Horry, Jasper
- Texas Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kennedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, Willacy
- Virginia Counties of Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Northampton, Northumberland, Southampton Surry, York
- Virginia Independent Cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach

Named Storm Tier Two means the following:

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Alabama	Counties of Clarke, Covington, Escambia, Geneva, Houston, Washington
Georgia	Counties of Appling, Brantley, Bulloch, Charlton, Effingham, Evans, Long, Pierce, Tattnall, Wayne
Louisiana	Counties of Acadia, Allen, Ascension, Assumption, Beauregard, Calcasieu, East Baton Rouge, East Feliciana, Evangeline, Iberville, Jefferson Davis, Lafayette, Livingston, St. Charles, St. James, St. John the Baptist, St. Landry, St. Helena, Tangipahoa, Washington, West Baton Rouge
Mississippi	Counties of Amite, Forrest, George, Greene, Lamar, Marion, Peral River, Perry, Pike, Stone, Walthall, Wilkinson
North Carolina	Counties of Bertie, Bladen, Columbus, Duplin, Gates, Greene, Hertford, Jones, Lenoir, Martin, Pitt, Robeson, Sampson
Texas	Counties of Austin, Bee, Brooks, Colorado, DeWitt, Duval, Fort Bend, Goliad, Grimes, Hardin, Hidalgo, Jasper, Jim Hogg, Jim Wells, Lavaca, Liberty, Live Oak, McMullen, Montgomery, Newton, Polk, San Jacinto, Starr, Tyler, Victoria, Walker, Waller, Wharton
Virginia	Counties of Caroline, Charles City, Essex, Henrico, King and Queen, King George, King William, New Kent, Prince George, Richmond, Southampton, Sussex, Westmoreland

Convective Storm Tier One means the following:

Arkansas	Counties of Calhoun; Clark; Cleveland; Cross; Dallas; Fulton; Grant; Jefferson; Lincoln; Madison; Montgomery; Ouachita; and Pike;
Colorado	Counties of Adams; Arapahoe; Baca; Bent; Cheyenne; Crowley; Elbert; Kiowa; Kit Carson; Lincoln; Logan; Morgan; Phillips; Prowers; Sedgwick; Washington; Weld; and Yuma;
Kansas	Counties of Barber; Barton; Butler, Cheyenne; Clark; Comanche; Cowley; Decatur; Dickinson, Edwards; Ellis, Ellsworth; Finney; Ford; Gove; Graham; Grant; Gray; Greeley; Hamilton; Harper; Harvey; Haskell; Hodgeman; Jewell; Kearny; Kingman; Kiowa; Lane; Lincoln; Logan; Marion; McPherson; Meade; Mitchell; Morton; Ness; Norton; Osborne; Ottawa; Pawnee; Phillips; Pratt; Rawlins; Reno; Rice; Rooks; Rush; Russell; Saline; Scott; Sedgwick; Seward; Sheridan; Sherman; Smith; Stafford; Stanton; Stevens; Sumner; Thomas; Trego; Wallace; and Wichita;
Nebraska	Counties of Arthur; Banner; Blaine; Box Butte; Brown; Buffalo; Chase; Cherry; Cheyenne; Custer; Dawes; Dawson; Deuel; Dundy; Franklin; Frontier; Furnas; Garden; Gosper; Grant; Harlan; Hayes; Hitchcock; Hooker; Kearney; Keith; Kimball; Lincoln; Logan; Loup; McPherson; Morrill; Perkins; Phelps; Red Willow; Rock; Scotts Bluff; Sheridan; Sherman; Sioux; Thomas; and Valley;
New Mexico	Counties of Chaves; Curry; Eddy; Lea; Quay; and Roosevelt;
Oklahoma	Counties of Alfalfa; Beaver; Beckham; Blaine; Caddo; Canadian; Carter; Cimarron; Cleveland; Comanche; Cotton; Custer; Dewey; Ellis; Garfield; Garvin; Grady; Grant; Greer; Harmon; Harper; Jackson; Jefferson; Kay; Kingfisher; Kiowa; Lincoln; Logan; Love; Major; Marshall; McClain; Murray; Noble; Oklahoma; Osage; Pawnee; Payne; Pottawatomie; Roger Mills; Stephens; Texas; Tillman; Washita; Woods; and Woodward;

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- South Dakota Counties of Bennett; Butte; Custer; Fall River; Haakon; Harding; Jackson; Lawrence; Meade; Pennington; Perkins; Oglala Lakota; Todd; and Ziebach;
- Texas Counties of Andrews; Archer; Armstrong; Bailey; Baylor; Borden; Bosque; Brewster; Briscoe; Brown; Callahan; Carson; Castro; Childress; Clay; Cochran; Coke; Coleman; Collin; Collingsworth; Comanche; Concho; Cooke; Cottle; Crane; Crosby; Dallam; Dallas; Dawson; Deaf Smith; Denton; Dickens; Donley; Eastland; Ector; Ellis; Erath; Fisher; Floyd; Foard; Gaines; Garza; Glasscock; Gray; Grayson; Hale; Hall; Hamilton; Hansford; Hardeman; Hartley; Haskell; Hemphill; Hill; Hockley; Hood; Howard; Hutchinson; Jack; Johnson; Jones; Kent; King; Knox; Lamb; Lampasas; Lipscomb; Loving; Lubbock; Lynn; Martin; McCulloch; Midland; Mills; Mitchell; Montague; Moore; Motley; Nolan; Ochiltree; Oldham; Palo Pinto; Parker; Parmer; Pecos; Potter; Randall; Roberts; Rockwall; Runnels; San Saba; Scurry; Shackelford; Sherman; Somervell; Stephens; Sterling; Stonewall; Swisher; Tarrant; Taylor; Terrell; Terry; Throckmorton; Tom Green; Upton; Ward; Wheeler; Wichita; Wilbarger; Winkler; Wise; Yoakum; and Young; and
- Wyoming Counties of Campbell; Crook; Goshen; Laramie; Niobrara; Platte; and Weston.

Convective Storm Tier Two means the following:

- Arkansas Counties of Arkansas; Ashley; Baxter; Benton; Boone; Bradley; Carroll; Chicot; Clay; Cleburne; Columbia; Conway; Craighead; Crawford; Crittenden; Desha; Drew; Faulkner; Franklin; Garland; Greene; Hempstead; Hot Spring; Howard; Independence; IZard; Jackson; Johnson; Lafayette; Lawrence; Lee; Little River; Logan; Lonoke; Marion; Miller; Mississippi; Monroe; Nevada; Newton; Perry; Phillips; Poinsett; Polk; Pope; Prairie; Pulaski; Randolph; Saline; Scott; Searcy; Sebastian; Sevier; Sharp; St. Francis; Stone, Union; Van Buren; Washington; White; Woodruff; and Yell;
- Colorado Counties of Denver; Douglas; El Paso; Las Animas; Otero; and Pueblo;
- Kansas Counties of Allen; Anderson; Atchison; Bourbon; Brown; Chase; Chautauqua; Cherokee; Clay; Cloud; Coffey; Crawford; Douglas; Elk; Franklin; Geary; Greenwood; Jackson; Jefferson; Johnson; Labette; Leavenworth; Linn; Lyon; Marshall; Miami; Montgomery; Morris; Nemaha; Neosho; Osage; Pottawatomie; Republic; Riley; Shawnee; Wabaunsee; Washington; Wilson; Woodson; and Wyandotte;
- Missouri Counties of Andrew; Atchison; Barry; Barton; Bates; Benton; Buchanan; Camden; Cass; Cedar; Christian; Clay; Clinton; Crawford; Dade; Dallas; DeKalb; Dent; Douglas; Franklin; Gasconade; Greene; Henry; Hickory; Holt; Howell; Jackson; Jasper; Jefferson; Johnson; Laclede; Laffayette; Lawrence; Lincoln; Maries; McDonald; Newton; Nodaway; Oregon; Osage; Ozark; Phelps; Platte; Polk; Pulaski; Ray; Shannon; St. Charles; St. Clair; St. Louis; Stone; Taney; Texas; Vernon; Warren; Washington; Webster; and Wright and the City of St. Louis;
- Nebraska Counties of Adams; Antelope; Boone; Boyd; Burt; Butler; Cass; Cedar; Clay; Colfax; Cuming; Dodge; Douglas; Fillmore; Gage; Garfield; Greeley; Hall; Hamilton; Holt; Howard; Jefferson; Johnson; Keya Paha; Knox; Lancaster; Madison; Merrick; Nance; Nemaha; Nuckolls; Otoe; Pawnee; Pierce; Platte; Polk; Richardson; Saline; Sarpy; Saunders; Seward; Stanton; Thayer; Thurston; Washington; Wayne; Webster; Wheeler; and York;
- New Mexico Counties of Colfax; De Baca; Guadalupe; Harding; Lincoln; San Miguel; and Union;

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Oklahoma	Counties of Adair; Atoka; Bryan; Cherokee; Choctaw; Coal; Craig; Creek; Delaware; Haskell; Hughes; Johnston; Latimer; Le Flore; Mayes; McCurtain; McIntosh; Muskogee; Nowata; Okfuskee; Okmulgee; Ottawa; Pittsburg; Pontotoc; Pushmataha; Rogers; Seminole; Sequoyah; Tulsa; Wagoner; and Washington;
South Dakota	Counties of Aurora; Beadle; Bon Homme; Brookings; Brown; Brule; Buffalo; Campbell; Charles Mix; Clark; Clay; Codington; Corson; Davison; Day; Deuel; Dewey; Douglas; Edmunds; Faulk; Gregory; Hamlin; Hand; Hanson; Hughes; Hutchinson; Hyde; Jerauld; Jones; Kingsbury; Lake; Lincoln; Lyman; Marshall; McCook; McPherson; Mellette; Miner; Minnehaha; Moody; Potter; Sanborn; Spink; Stanley; Sully; Tripp; Turner; Union; Walworth; and Yankton;
Texas	Counties of Anderson; Bandera; Bell; Bexar; Blanco; Bowie; Burnet; Camp; Cass; Cherokee; Comal; Coryell; Crockett; Culberson; Delta; Edwards; Falls; Fannin; Franklin; Freestone; Gillespie; Gregg; Harrison; Hays; Henderson; Hopkins; Hunt; Irion; Jeff Davis; Kaufman; Kendall; Kerr; Kimble; Kinney; Lamar; Limestone; Llano; Marion; Mason; Maverick; McLennan; Medina; Menard; Morris; Navarro; Panola; Presidio; Rains; Reagan; Real; Red River; Reeves; Rusk; Schleicher; Smith; Sutton; Titus; Travis; Upshur; Uvalde; Val Verde; Van Zandt; Williamson; Wood; and Zavala; and
Wyoming	Counties of Albany; Converse; Johnson; and Sheridan

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
15	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

CONVECTIVE STORM AND NAMED STORM COVERAGE ENDORSEMENT

It is agreed as follows:

I. The following limit of insurance applies to direct physical loss or damage to **covered property** caused by or resulting from a **convective storm**:

Convective Storm Sub-limit of Insurance	\$10,000,000 per Occurrence
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II. The following limit of insurance applies to direct physical loss or damage to **covered property** caused by or resulting from a **named storm**:

Named Storm Sub-limit of Insurance	\$10,000,000 per Occurrence
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III. The **convective storm** sub-limit set forth above, applies to loss or damage caused directly or indirectly by **convective storms** excluding **Named Storms**. The sub-limit applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

IV. The **named storm** sub-limit, if any, applies to all loss or damage caused directly or indirectly by **named storm**, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. This sub-limit is part of and does not increase the **convective storm** sub-limit set forth above.

V. If no **named storm** sub-limit is shown above, the following exclusion applies.

We will not pay for loss or damage caused directly or indirectly by a **Named Storm**, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion does not apply to loss or damage caused directly or indirectly by **flood** if a **flood** sub-limit is shown in the Declarations, in which case the maximum amount we will pay for all covered **floods** is such **flood** sub-limit of insurance.

VI. The following definitions are added:

Convective storm means an **occurrence** that is an atmospheric phenomenon responsible for the weather hazards of any windstorm, hail, tornado, thunderstorm, derechos, and rainstorm. **Convective storm** includes any **flood** or other perils that are associated with or occurring in conjunction with such weather hazards. The maximum amount we will pay for all loss or damage due to **flood** is the sub-limit of insurance provided for **flood** coverage included in this policy, if any. If **flood** coverage is not provided by this policy, then **flood** is excluded under this policy. All weather hazards and associated perils occurring within seventy-two (72) hours after such **convective storm**, shall

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be deemed to be the same **convective storm**. The expiration date and time of this policy shall not reduce the seventy-two (72) hour period.

Named Storm has the meaning set forth in the Policy.

All other provisions of the policy remain unchanged.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
16	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the policy.

In the event that you cancel this policy, a minimum earned premium of THE PERCENTAGE SET FORTH ON THE DECLARATIONS of the original policy premium shall become earned, any conditions of the policy to the contrary notwithstanding.

Your failure to make timely payment of premium shall be considered a request by you for us to cancel the policy. In the event if such cancellation by us for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if you remit the full premium due within 10 days of receiving it.

All other provisions of the policy remain unchanged.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
17	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

EXTERIOR INSULATION FINISH SYSTEMS (EIFS) EXCLUSION

It is agreed that the following exclusion is added to the EXCLUSIONS section of the policy:

- I. We will not pay for loss or damage caused by or resulting from:
 - a. **Exterior Insulating and Finishing Systems (EIFS)** unless such physical damage is directly caused by fire.
 - b. the failure or malfunction of any **exterior insulation and finish system (EIFS)** resulting in:
 - i. Loss, damage or repair costs to the **exterior insulation and finish system (EIFS)**, the materials between the **exterior insulation and finish system (EIFS)** and the interior finish of the building, or to the interior finish to the building, including loss, damage or repair costs caused by or resulting from:
 - 1. Water penetration from any source;
 - 2. Failure of sealants in any form;
 - 3. Leaching of any kind;
 - 4. Discoloration of the exterior paint or finish; or
 - ii. The migration of water into the structure. But if this migration of water into the structure results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by such fire, explosion or sprinkler leakage.
- II. For the purpose of this exclusion, an **exterior insulation and finish system (EIFS)** means an exterior cladding or finish system used on any part of any structure, and consisting of any or all of the following:
 - a. a rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
 - b. the adhesive and or mechanical fasteners used to attach the insulation board to the substrate;
 - c. a reinforced base coat;
 - d. a finish coat providing surface texture and color; or
 - e. any flashing, caulking or sealant used with the system for any purpose.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
18	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

EXCLUSION OF SPECIFIED COVERED PROPERTY ENDORSEMENT

Notwithstanding anything to the contrary in the Policy, it is agreed that **covered property** does not include the following:

Business Personal Property

Personal Property of Others

All other provisions of the policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
19	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

LOSS CONDITION ENDORSEMENT - ASSIGNMENT OF BENEFITS FULLY PROHIBITED

It is agreed that the following condition is added to the policy:

Assignment of Benefits Prohibited

Under this policy, post-loss benefits may not be assigned to a third-party under an **assignment agreement**.

As used in this condition:

Assignment agreement means any instrument or agreement by which post-loss benefits under this policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.

All other provisions of the Policy remain unchanged.

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Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
20	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

PRE-EXISTING DAMAGES EXCLUSION ENDORSEMENT

The following exclusion is added to the Policy:

Pre-existing Damages

We will not pay for any loss or damage which:

- a. occurred prior to the inception of the policy regardless of whether such damages were apparent at the time of the inception of this policy; or
- b. occurs after the inception of this policy, but arises out of workmanship, repairs or failure to repair prior to the inception of this policy.

The term “we” means the company providing the insurance.

The term “you” means the named insured or insured as those terms are used in the policy or Lead Policy (as applicable).

All other provisions of the policy remain unchanged.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
21	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

WIND DRIVEN PRECIPITATION COVERAGE ENDORSEMENT

Wind Driven Precipitation Sub-limit of Insurance	\$250,000
Wind Driven Precipitation Deductible	2%

It is agreed that, subject to the sub-limit of insurance and deductible shown above, we will pay for direct physical loss or damage to **covered property** resulting from **wind driven precipitation**.

The following definition is added to the **DEFINITIONS** section of the policy:

Wind driven precipitation means rain, snow, sleet, or ice when driven by wind that enters the interior of any building or structure. **Wind driven precipitation** does not include rain, snow, sleet, or ice that enters a building or structure that has first sustained damage by a **covered cause of loss** to its roof or walls.

All other provisions of the Policy remain unchanged.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
22	12:01 a.m. on 06/26/2025	P-001-001676196-01	N/A

WATER DAMAGE COVERAGE LIMITATION ENDORSEMENT

Water Damage Sub-limit of insurance	
Water Damage Deductible	\$100,000

It is agreed that:

1. The sub-limit of insurance shown above in this endorsement is the most we will pay for direct physical loss or damage arising out of **water damage**.
2. The deductible shown above in this endorsement applies to all direct physical loss or damage to **covered property** caused by **water damage**.

As used in this endorsement, **water damage** means accidental discharge or leakage of water or steam from:

- a. An automatic sprinkler system;
- b. A piping system or tank, including plumbing, heating, air conditioning or other system or appliance, that is located on the described premises;
- c. A sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- d. Roof drains, gutters, downspouts or similar fixtures or equipment;
- e. Back up of sewers, drains and sump pumps caused by a covered cause of loss, that is not otherwise excluded; or



- f. Loss or damage from thawing of snow, sleet or ice on the building or structure.

All other provisions of the Policy remain unchanged.