

IMPORTANT NOTICE:

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on**

the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.



COMMERCIAL PROPERTY INSURANCE POLICY JACKET

PRODUCER AND MAILING ADDRESS

CROUSE AND ASSOCIATES N CA
650 CALIFORNIA STREET
SUITE 2900
SAN FRANCISCO, CA 94108

NAMED INSURED AND MAILING ADDRESS

HILLER HIGHLANDS PHASE I COA
C/O JAMES DOUGLAS
9 SPYGLASS HILL
OAKLAND, CA 94618

Policy Number: 04-7500148848-S-00

Policy Period: from 01/01/2020* to 01/01/2021*

*12:01 A.M. Local Time at the Named Insured's Mailing Address

Term Premium:	\$ 29,000.00
TRIA Premium:	Not Purchased
Insurer(s) Inspection Fee:	\$ 350.00
Insurer(s) Policy Fee:	\$ 220.00
Total:	\$ 29,570.00

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

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

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

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

TO FILE A CLAIM, CONTACT BOULDER CLAIMS, LLC

FAX: 1-866-325-2142 | CALL: 1-866-789-4228

24 HOURS PER DAY | 7 DAYS PER WEEK

GENERAL PROVISIONS

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

TO FILE A CLAIM, CONTACT BOULDER CLAIMS, LLC

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



Policy Number	DIFFERENCE IN CONDITIONS	ICAT DICNA 50(b) (11 14)
04-7500148848-S-00	DECLARATIONS PAGE AND SCHEDULE A	01/08/2020
Policy Period	Term	Policy Inception Date

From: 01/01/2020 12:01 am Local Time* To: 01/01/2021 12:01 am Local Time* 12 Months 0 Days 01/01/2020

* At the Named Insured Mailing Address shown below.

PRODUCER 60295300
 CROUSE AND ASSOCIATES N CA
 650 CALIFORNIA STREET
 SUITE 2900
 SAN FRANCISCO, CA 94108
 (415) 982-3870

NAMED INSURED
 HILLER HIGHLANDS PHASE I COA
 C/O JAMES DOUGLAS
 9 SPYGLASS HILL
 OAKLAND, CA 94618

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

This Policy is comprised of the following Forms and Endorsements:

D-2 (01 20)	ICAT DICNA 201(WL) (07 18)	ICAT DICNA 600 (06 14)	IL P 001 01 04
ICAT JACKET (11 14)	ICAT DICNA 207 (01 09)	ICAT DICNA 601 (10 06)	
ICAT DICNA 50(b) (11 14)	ICAT DICNA 221 (07 18)	ICAT DICNA 602 (10 06)	
ICAT 50 SCH (02 14)	ICAT DICNA 241 (10 19)	ICAT DICNA 603 (01 07)	
LMA5096 (03 08)	ICAT DICNA 301 (05 15)	ICAT TRIA 1 (12 14)	
ICAT 51 SUBNOT (01 20)	ICAT DICNA 302 (10 06)	ICAT SS (12 19)	
ICAT 50 SOV (10 10)	ICAT DICNA 309 (10 06)	PG-IC-SER (05 14)	
ICAT DICNA 100 (07 18)	ICAT DICNA 425 (06 08)	CS 07 001 10 17	
ICAT DICNA 200 (10 08)	ICAT DICNA 500 (10 06)	SOP CF 07 16	

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

This evidences that insurance has been placed with certain **UNDERWRITERS AT LLOYD'S, LONDON.**

Your Term Premium and Fees are:

Term Premium:	\$ 29,000.00
Premium for Terrorism Coverage as it relates to an otherwise covered cause of loss:	Not Purchased
Inspection Fees:	\$350.00
Policy Fee:	\$220.00
Total	\$ 29,570.00

TO FILE A CLAIM 24 HOURS/DAY, PLEASE FAX LOSS NOTICE TO BOULDER CLAIMS AT 1-866-325-2142 OR CALL 1-866-789-4228.

THIS DECLARATIONS PAGE AND SCHEDULE A ATTACHED HERETO, TOGETHER WITH THE DIFFERENCE IN CONDITIONS FORM ICAT DICNA 100 AND ENDORSEMENTS, IF ANY, ATTACHED HERETO, COMPLETE THIS CONTRACT OF INSURANCE.



Policy Number	DIFFERENCE IN CONDITIONS	ICAT DICNA 50(b) (11 14)
04-7500148848-S-00	DECLARATIONS PAGE AND SCHEDULE A	01/08/2020
Schedule A		
Section 1: Property or Interest Covered		

This policy covers property as indicated below and as further described in Article IV of this policy, but only if so indicated below.

Coverage A - Building(s) and/or Structure(s)	Included
Coverage B - Business Personal Property	Not Included
Coverage C - Tenant Improvements and Betterments	Not Included
Coverage D - Additional Property Coverage	Not Included
Coverage E - Loss of Business Income; Rental Value; Extra Expense	Not Included
Coverage F - Ordinance or Law Coverage	Included

Section 2: Our Limit of Insurance - Limits of Liability

Our Limit of Insurance is represented by the most recent statement of values on file with the Company, or attached to this Policy, and may be limited by any Policy Limit(s) of Insurance shown below or endorsed onto this Policy.

In the event of a loss hereunder, the liability of the Company shall be limited to the least of the following:

- i. The actual adjusted amount of loss, less applicable deductible(s).
- ii. The stated values for the items involved, as shown on the most recent statement of values on file with the Company, less applicable deductible(s).
- iii. The Policy Limit(s) of Insurance shown below or endorsed onto this Policy, less applicable deductible(s). In no event will the liability of this Company exceed this limit or amount in any one disaster, casualty, or event, irrespective of the number of items or locations involved.
- iv. The remaining amount of applicable annual aggregate limit available for earthquake or flood listed below or endorsed onto this policy, less applicable deductible(s).

Policy Limit of Insurance, Any One Occurrence: \$12,500,000

This Policy will not pay more than the Policy Limit of Insurance listed above in any one occurrence, whether from a single or multiple covered Causes of Loss.

Policy Period Aggregate Limit of Insurance, as respects Earthquake: \$12,500,000

This Policy will not pay more than the Annual Aggregate Limit of Insurance for the perils listed above during the policy period. This limitation applies whether losses arise from one or multiple occurrences.



Policy Number	DIFFERENCE IN CONDITIONS	ICAT DICNA 50(b) (11 14)
04-7500148848-S-00	DECLARATIONS PAGE AND SCHEDULE A	01/08/2020
Schedule A		

Policy Sub-Limits

Debris Removal:	25% of Physical Loss Within Limit, Up To Additional \$10,000 per Location in Addition to Limit
Preservation of Property:	30 Days
Earthquake-Induced Water Loss:	Included
Pollutant Clean Up and Removal:	\$10,000
Unscheduled Additional Property:	\$10,000, subject to \$2,500 deductible
Foundations:	Included in Building Limit
Ordinance or Law: Coverage Part A	Included
Ordinance or Law: Coverage Part B & C	Combined, limited to 10% of Building Stated Value.

This Policy includes additional sub-limits of coverage equal to the amount listed above. The Sub-Limit(s) of Insurance listed above is/ are part of and included in Our Limit of Insurance and does/do not increase the Policy Limit(s) of Insurance listed above.



Policy Number	DIFFERENCE IN CONDITIONS	ICAT DICNA 50(b) (11 14)
04-7500148848-S-00	DECLARATIONS PAGE AND SCHEDULE A	01/08/2020
Schedule A		
Section 3: Deductibles		

As respects Earthquake: 20.00% Per Occurrence, By Line of Coverage

In the application of the deductible for the peril and the amount listed above, each of the following will be considered a separate Line of Coverage:

- (a) Each separate building and/or structure.
- (b) The business personal property and tenants improvements and betterments of each separate building and/or structure.
- (c) The Additional Property Coverage applicable at each covered location.
- (d) The Business Income Coverage applicable at each covered location.

All of which may be subject to any Minimum or Maximum deductible listed below.

As respects All Other Causes of Loss: \$25,000 Per Occurrence, By Policy

In the application of the deductible for the peril and the amount listed above, each of the following will be considered a separate Line of Coverage:

- (a) Each separate building and/or structure.
- (b) The business personal property and tenants improvements and betterments of each separate building and/or structure.
- (c) The Additional Property Coverage applicable at each covered location.
- (d) The Business Income Coverage applicable at each covered location.

All of which may be subject to any Minimum or Maximum deductible listed below.

See the Deductible Endorsement Form attached to this Policy for details.

**INSURER PARTICIPATION SCHEDULE
PRO RATA SHARES APPLICABLE TO THIS POLICY**

Coverage under this Policy is provided by the subscribing insurers listed below:

PERIL	INSURER(S)	CONTRACT NUMBER	PERCENT PARTICIPATION
AP	Lloyd's 4242	B607400002V20NW	10 %
AP	National Fire & Marine Insurance Company	42-IMQ-281296-01	10 %
AP	Lloyd's 1458	B1776XB201111L	25.49 %
AP	Crum and Forster Specialty Insurance Company	ICT 103747	10.196 %
AP	Lloyd's 2288	B6135ICAT20	15 %
AP	Lloyd's 510	B1115T192055	6.37257046 %
AP	Lloyd's 2987	B1115T192055	7.64714318 %
AP	Lloyd's 2623	B1115T192055	2.0900882 %
AP	Lloyd's 623	B1115T192055	0.4587641 %
AP	Lloyd's 1861	B1115T192055	7.64743632 %
AP	Lloyd's 2015	B1115T192055	5.09799774 %

Definitions

Perils

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

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

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

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

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

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

LMA5096 (Combined Certificate)

7 March 2008

Subscription Policy Notice

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

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

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

	NAIC Number
Lloyd's 4242 means Beat Syndicate 4242	AA-1120067
Lloyd's 510 means Kiln Syndicate 510	AA-1126510
Lloyd's 33 means Hiscox Syndicate 33	AA-1126033
Lloyd's 2987 means Brit Syndicate 2987	AA-1128987
Lloyd's 2988 means Brit Syndicate 2988	AA-1120179
Lloyd's 2623 means Beazley Syndicate 2623	AA-1128623
Lloyd's 1861 means ATL Syndicate 1861	AA-1127861
Lloyd's 623 means Beazley Syndicate 623	AA-1126623
Lloyd's 5820 means ATL Syndicate 5820	AA-1120048
Lloyd's 2015 means Channel Syndicate 2015	AA-1120114
Lloyd's 4472 means Liberty Syndicate 4472	AA-1126006
Lloyd's 2121 means Argenta Syndicate 2121	AA-1128121
Lloyd's 1969 means Apollo Syndicate 1969	AA-1120106
Lloyd's 1458 means RenaissanceRe Syndicate 1458	AA-1120102
Lloyd's 1947 means GIC Syndicate 1947	AA-1126005
Lloyd's 1856 means Arcus Syndicate 1856	AA-1120171
Lloyd's 2288 means Victor Syndicate 2288	AA-1120194

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

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

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

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

STATEMENT OF VALUES

			STATED VALUES LINES OF COVERAGE						
			Building	Business Personal Property	Tenant Improvements and Betterments	Business Income and Extra Expense	Additional Property Coverage	Total Values	Flood Zone
Total Stated Values Under Policy									
Hiller Highlands Phase I COA 04-7500148848-S-00			12,500,000	-	-	-	-	12,500,000	
Loc #	Bldg #	# of Bldgs	Description						
1				-	-	-	-	-	
	1	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	2	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	3	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	4	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	5	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	6	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	7	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	8	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	9	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,824	-	-	-	633,824	X
	10	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,823	-	-	-	633,823	X
	11	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,823	-	-	-	633,823	X
	12	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,823	-	-	-	633,823	X
	13	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,823	-	-	-	633,823	X
	14	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,823	-	-	-	633,823	X
	15	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,823	-	-	-	633,823	X
	16	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,823	-	-	-	633,823	X
	17	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	633,823	-	-	-	633,823	X
	18	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	575,000	-	-	-	575,000	X
	19	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	575,000	-	-	-	575,000	X
	20	1	1 SPYGLASS HILL 1-62, Oakland, CA 94618	575,000	-	-	-	575,000	X

DIFFERENCE IN CONDITIONS COVERAGE FORM

Part I - General Provisions

Article I **Insuring Agreement**

- A. This Policy insures against risks of direct physical loss or damage to Covered Property from any external cause, **except as hereinafter excluded**, while the property is located at a Covered Location.
- B. All losses will be adjusted and settled as though other insurance coverage at least equivalent to an ISO Building and Personal Property Form (CP 00 10) with a Causes of Loss – Special Form (CP 10 30) is in force at all times that this Policy is in force, or it is so deemed in the event that such coverage is not in force.

Article II **Policy Effective Date**

This Policy covers loss or damage to Covered Property from all Causes of Loss covered herein arising out of losses occurring during the Policy Period shown in the Declarations Page.

Article III **Cancellation Provisions**

See the Cancellation Provisions Endorsement Form 600 that is attached to this Policy.

Article IV **Property or Interest Covered**

This Policy covers only the property or interests (hereinafter collectively or individually referred to as Covered Property) described in this Article IV and only to the extent that such property or interests are shown as covered in the Declarations Page, Schedule A, or the Statement of Values (ICAT 50 SOV) and except as hereinafter excluded.

Coverage A: Building(s) and/or Structure(s), including additions and extensions permanently attached to the building(s) or structure(s); and all property belonging

to and constituting a permanent part of said building(s) and/or structure(s) and pertaining to the service, upkeep, maintenance and operation thereof.

Coverage B: Business Personal Property defined as Stock (as defined herein); materials and supplies usual or incidental to the Operations of the Named Insured and like property of others in the Named Insured's care, custody or control and for which the Named Insured is legally liable; furniture, fixtures, equipment and machinery that are the property of the Named Insured, and like property of others in the care, custody or control of the Named Insured and for which the Named Insured is legally liable. Business Personal Property is covered only so long as it is located at a Covered Location.

Coverage C: The Named Insured's interest in **Tenant Improvements and Betterments** made at the expense of the Named Insured and including fixtures, alterations, installations, or additions comprising part of a building(s) but only when such building is occupied but not owned by the Named Insured.

Coverage D: Additional Property Coverage defined as property (which is not a permanent part of a building or structure covered under Coverage A of this Article IV) that is located at a Covered Location and is specifically identified in the Declarations Page, Schedule A, or in the Statement of Values (ICAT 50 SOV) under Additional Property Coverage.

Coverage E: Loss of Business Income; Rental Value; Extra Expense as provided in Endorsement Form ICAT DICNA 300.

Coverage F: Ordinance or Law Coverage as provided in Endorsement Form ICAT DICNA 302.

Article V

Coverage Extensions

A. Debris Removal

1. This Policy covers expenses incurred in the removal of debris when the debris is directly caused by a covered Cause of Loss. These expenses will be paid only if they are reported to

Us within one hundred eighty (180) days of the date the covered Cause of Loss occurred.

2. The most that We will pay under this coverage extension for debris removal is 25% of the amount We actually pay for the direct physical loss or damage to Covered Property under Coverage Sections A, B, C and D, as applicable, defined in Article IV. Payments We make under this debris removal coverage extension are included in and part of the Limit of Insurance of Coverage Sections A, B, C, and D. This coverage extension does not increase the Limit of Insurance shown in the Declarations Page, Schedule A.
3. Notwithstanding the foregoing, in the event that the sum of direct physical loss or damage under Coverage Sections A, B, C and D plus the cost of debris removal exceeds the sum of the Limit of Insurance under Coverage Sections A, B, C and D, then We will pay up to an additional \$10,000 for debris removal at each Covered Location in any one occurrence, but in no event shall Our coverage for debris removal exceed an amount equal to 25% of what We actually pay for direct physical loss or damage under Coverage Sections A, B, C and D.
4. This coverage extension for debris removal does not cover the loss, damage or expense to:
 - a. Extract Pollutants from land or water;
 - b. Remove, restore or replace polluted land or water;
 - c. Test for, monitor, clean up, remove, restore, replace, contain, treat, detoxify or neutralize, or in any way respond to or access the effects of Pollutants;
 - d. Investigate or defend any loss, injury, or damage, or for any costs, fine, or penalty or for any expense or claim or suit related to any of the above.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

B. Preservation of Property

If it is necessary to move Covered Property from a Covered Location to preserve it from loss or damage from a covered Cause of Loss under this Policy, then We will pay for any direct physical loss or damage to that Covered Property from a covered Cause of Loss under this Policy while it is being moved or while temporarily stored at another location, but only if the loss or damage to the Covered Property occurs within thirty (30) days after the Covered Property is first moved. This coverage extension does not increase Our Limit of Insurance for Covered Property as shown in the Declarations Page, Schedule A.

Article VI **Covered Location**

A Covered Location is defined to mean the premises at the address or series of addresses of a building(s) or structure(s) insured hereunder, or the premises at the address or series of addresses of a building(s) or structure(s) housing Business Personal Property insured hereunder, as shown in the Declarations Page, Schedule A, or the Statement of Values (ICAT 50 SOV).

Article VII **Limit of Insurance**

- A. Our Limit of Insurance shall not exceed the Limit of Insurance shown in the Declarations Page, Schedule A.
- B. If two or more Causes of Loss covered by this Policy contribute to loss or damage to Covered Property in the same Occurrence, We will pay no more than the lesser of (i) the actual amount of the loss or damage to the Covered Property, or (ii) Our Limit of Insurance for the Covered Property as shown in the Declarations Page, Schedule A.

Article VIII **Valuation**

We shall not pay more than the Actual Cash Value of the Covered Property at the time of loss or damage from a covered Cause of Loss. The loss or damage shall be ascertained according to such Actual Cash Value. Actual Cash Value will be determined based on the replacement cost of the property less depreciation (however caused), but in no event shall such amount exceed what it would then cost to repair or replace the Covered Property with material of like kind and quality at the same location, nor the amount for which the Named Insured may be liable.

Article IX

Deductible

See the Deductible Endorsement Form that is attached to this Policy.

Article X

Property and Interests Excluded

Unless specifically added by Endorsement, or included as Covered Property under Coverage D of Article IV and specifically listed in the Declarations Page, Schedule A, or the Statement of Values (ICAT 50 SOV) the following property and interests are not Covered Property and are excluded from coverage under this Policy:

1. Accounts, bills, currency, deeds, food stamps, money, notes or other evidences of debt, securities, stamps, original drawings and specifications, letters of credit, passports, tickets (including lottery tickets), manuscripts, bullion, gift certificates and valuable papers.
2. Fine arts, jewelry, precious stones, antiques and furs.
3. Animals, birds and fish (unless owned by others and boarded by You, or if owned by You, only as Stock while inside of buildings), growing plants, trees or shrubs (except when held for sale, or when used for decorative purposes inside buildings), and growing crops or lawns.
4. Motor vehicles licensed or designed principally for road or highway use, motorcycles, motor scooters and other similar vehicles licensed or designed principally for road or highway use.
5. Watercraft and aircraft.
6. Mobile homes and manufactured homes.
7. Trailers designed to haul or transport goods, materials, vehicles and any other substance or product.
8. Property sold by You under conditional sales, trust agreements, installment payments or other deferred payment plans after delivery to customers.
9. Property in transit, except as provided in Article V, Paragraph B, and railroad rolling stock.

10. Steam boilers, steam pipes, steam turbines, steam engines, or pressure or vacuum vessels, all whether owned, leased or operated by You, if loss is caused by bursting, bulging, rupture, melting, burning, cracking, implosion or explosion of such objects, or an internal cause which makes necessary repair or replacement of the object or part.
11. Machines or machinery if loss is caused by rupture, bursting or disintegration, or by centrifugal, centripetal, or reciprocating force.
12. Machinery and equipment in the open, including gas pumps.
13. Contractors' equipment, including trailers used to transport such equipment.
14. Electronic data processing systems, their equipment and component parts, including computers, electronic accounting machines, all supporting machinery, magnetic tapes, discs, cards, and any storage device, and electronic data processing media including data, records, all software including procedures and programs or source material of any kind, and all forms of converted data or programs and/or instruction vehicles used in Your data processing operations.
15. Buildings or structures in the course of construction, including materials and supplies, except alterations and repairs on or within the existing walls of existing buildings or structures insured by this Policy.
16. Power transmission and/or feeder lines.
17. Land (including but not limited to land on which the Covered Property is located), water or air, howsoever and wherever located, or any interest or right therein.
18. Contraband, or property in the course of illegal transportation or trade.
19. The cost to research, replace or restore any and all information pertaining to valuable papers and records, including but not limited to valuable papers and records which exist on electronic, digital or magnetic media.
20. Grain, hay, straw or other crops while outside of buildings.

21. Fences, property-line walls, gates, latticework and trellises, whether attached to a covered building or not.
22. Radio or television antennas and satellite dishes, including their lead-in wiring, masts or towers, all while outside of buildings.
23. Bridges, dams, tunnels, roadways, walks, walkways, patios or other paved surfaces.
24. The cost of excavations, grading, backfilling or filling.
25. Foundations of buildings, 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.
26. Bulkheads, seawalls, pilings, piers, wharves or docks that are not a part of a covered foundation of a building and/or structure covered under Coverage A of Article IV.
27. Retaining walls.
28. Underground pipes, pipelines, flues or drains.
29. Pools (whether in the ground or above the ground and including spas, hot tubs and jacuzzis) located outdoors, ponds, lakes, waterfalls or fountains.
30. Signs not attached to a covered building unless held for sale and Coverage B, Business Personal Property, of Article IV is applicable to such signs.
31. Awnings, canopies and carports not attached to a covered building or structure, including any structure or covering over gas pumps or pools.
32. Light poles (including fixtures attached to such light poles) and street signs not attached to a covered building or structure.
33. Walkways, boardwalks, catwalks, trestles, bridges, dams, and tunnels (all whether for pedestrians or vehicles).
34. Greenhouses, shade houses, hot houses and glass houses.

35. Lanai or any other similar structure not attached to a covered building and abutting, enclosing, or partially enclosing a pool.
36. Other buildings and structures at a Covered Location set apart from the covered building by clear space and not specifically described and included as Covered Property in the Declarations Page, Schedule A, or listed in the Statement of Values (ICAT 50 SOV). This includes structures connected to a covered building by only a fence, utility line, or similar connection.

Article XI

Excluded Causes of Loss

This Policy does not insure against loss, expense, damage, demand or suit arising out of, caused by or resulting from any Cause of Loss listed in this Article XI, unless specifically added by Endorsement. Furthermore, loss, expense and damage resulting from an excluded Cause of Loss are excluded from coverage herein whether a covered Cause of Loss that is covered by this Policy contributes concurrently or in any sequence to any loss, expense or damage.

1. Any Cause of Loss insured under other insurance policies carried by or for the benefit of the Named Insured pertaining to Covered Property hereunder, including those Causes of Loss covered under an ISO Building and Personal Property Form (CP 00 10) with a Special Form Cause of Loss (CP 10 30), whether such coverage is in force or not.
2. Fire, lightning, explosion or smoke.
3. Weather, including but not limited to wind, hail, wind driven rain, rain, sleet, snow, ice, sand or dust, tornado, waves, wave wash, and wave action.
4. Loss or damage caused by or resulting from freezing.
5. Earth movement, whether resulting from natural or manmade events or otherwise, including but not limited to loss, damage or expense caused by, resulting from, contributing to or aggravated by Earthquake, landslide, mudslide, mudflow, rockslide, earth sinking, rising, shifting or settling and any resulting need for land stabilization.

Earthquake means a vibration-generating rupture event caused by displacement within the earth's crust through release of strain associated with Tectonic Processes and includes effects such as ground shaking, liquefaction, seismically-induced land sliding, and damaging amplification of ground motion. Earthquake does not mean or include tsunami or volcanic eruption.

Tectonic Processes means adjustments of the earth's crust in response to regional stress conditions initiated by dynamic forces within the earth's interior.

6. Tsunami.
7. Volcanic action including eruption, explosion, or effusion of any volcano and any and all secondary effects of such eruption, explosion or effusion, inclusive of damage caused by volcanic ash, and the shaking and ground motion associated with volcanic action.
8. Subsidence or Sinkhole Collapse. Subsidence or Sinkhole Collapse means the sinking or collapse of land.
9. Loss, damage or expense caused by aircraft, watercraft or vehicles.
10. Any loss, damage or expense, or increase in loss damage or expense caused by or resulting from loss of, alteration of, or damage to; or a reduction in the functionality, availability or operation of:
 - a. A computer system, hardware, program, software, data, information repository, microchip, integrated circuit, or similar device in computer equipment or non-computer equipment; or
 - b. Telecommunications and cellular equipment including any devices required to connect computer and non-computer voice, video or data equipment to physical and wireless networks, whether the property of the policyholder or not.
11. Vandalism and malicious mischief.
12. Sprinkler leakage; and water, other liquids, powder or other material that leaks or flows from fire protection systems or other equipment, including damage from leaking fire protective sprinklers.

13. Theft, robbery, pilferage, burglary, looting, larceny, mysterious disappearance, inventory shortages or attempted theft, robbery, pilferage, burglary, or larceny.
14. Mere disappearance of property or loss or shortage of property disclosed on taking inventory.
15. Flood, whether resulting from natural or manmade events or otherwise, which is defined to include:

Waves, wave wash, wave action, storm surge, tide or tidal water, and the rising (including the overflow or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbors, streams and other similar bodies of water or surface waters, rain accumulation or run off, or by spray from any of the foregoing, whether driven by wind or not, and including:

- a. The backing up of sewers or drains;
 - b. Water below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, floors or paved surfaces, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls, floors or paved surfaces.
16. Water, liquid or any other substance that backs up or overflows from a sewer, sump or drain.
 17. Sudden, continuous or repeated seepage or leakage of water, liquid or other substance.
 18. Riot, civil commotion, insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any such occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
 19. Water below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, floors or paved surfaces, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls, floors or paved surfaces.

20. Wear and tear, depreciation, mechanical breakdown, derangement, inherent vice, latent defect, deterioration, smog, moth, vermin, rodents, termites or other insects including larvae or pupae thereof.
21. Smoke, vapor or gas from agricultural smudging, or industrial operations.
22. Dampness of atmosphere, dryness of atmosphere, changes in or extremes of temperature, shrinkage, evaporation, loss of weight, rust or corrosion, exposure to light, contamination, fungus, Mold, mildew, wet rot, dry rot, deterioration, decay, hidden or latent defect, change in flavor or color or texture or finish, whether loss or damage from such excluded Causes of Loss is direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by a Cause of Loss covered under this Policy.
 - a. Notwithstanding anything to the contrary contained in this Policy:
 - (1) We will not pay for loss, damage, cost, or expense caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to Mold. Loss, damage, cost or expense caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to Mold is excluded regardless of any other cause or event that contributes concurrently, or in any sequence with, the loss, damage, cost or expense; and
 - (2) We will not defend any claim or suit, or pay any damages, loss, expense, cost, or obligation caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to Mold.
 - b. This exclusion also applies to any damage, loss, cost, or expense arising out or associated in any way, with any:
 - (1) request, demand, or order that any insured or others abate, mitigate, test for, monitor, remediate, clean up, remove, contain, treat, detoxify, kill, destroy, dispose of, investigate or neutralize, or in any way respond to or assess the presence or effects of Mold; or

- (2) claim or suit on behalf of any person, entity, or organization, including any governmental authority, for damages because of abating, mitigating, testing for, monitoring, remediating, cleaning up, removing, containing, treating, detoxifying, killing, destroying, disposing of, investigating, or neutralizing, or in any way responding to, or assessing, the effects of Mold; or
 - (3) obligation to share with, repay, or indemnify any person, organization or entity, related in any way to items (1) and (2) directly above.
 - c. In the event that the Coverage Extension Mold Clean Up and Removal Endorsement Form 208 (ICAT DICNA 208) is attached to this Policy, We will pay Your expense to extract Mold from a building or structure covered under this Policy as stated in the Coverage Extension Mold Clean Up and Removal Endorsement Form 208 (ICAT DICNA 208).
- 23. Leakage of contents.
- 24. Breakage of glass or similar fragile materials, marring or scratching. However, damage to Covered Property which is the result of the breaking of glass is covered hereunder but only when such breakage of glass is the direct result of a Cause of Loss covered hereunder.
- 25. Dishonest, negligent, intentional or criminal acts or omissions by any Named Insured, partner, employee (including leased or temporary employees), director, trustee, authorized representative, or anyone to whom a Named Insured entrusts property for any purpose who is:
 - a. Acting alone or in collusion with others; and
 - b. Whether or not occurring during the hours of employment.
- 26. Voluntary or involuntary 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.
- 27. Electrical injury or disturbance to electrical appliances, fixtures or wiring caused by electrical currents artificially or otherwise generated.

28. Settling, cracking, shrinking or expansion in foundations, walls, floors, or ceilings.
29. The negligent act or omission of any person.
30. Enforcement of any ordinance or law regulating the reconstruction, use or repair of any Covered Property or requiring the demolition or tearing down of any property, including the cost of enforcement of any ordinance or law regulating the removal of debris.
31. War and Military Action, including the following:
 - a. War, including undeclared or civil war.
 - b. Hostile or warlike action, including but not limited to acts of terrorism, whether in time of peace or war, by any individual, group, government or sovereign power (de jure or de facto), including action in hindering, combating or defending against an actual, impending or expected attack:
 - (1) By any individual, group, government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - (2) By military, naval or air forces;
 - (3) By any agent of any such government, power, authority or forces; or
 - (4) Involving any weapon of war employing atomic fission or radioactive force.
32. Nuclear hazards, including, but not limited to, nuclear reaction, nuclear detonation (including electromagnetic pulse caused by nuclear detonation), nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by a Cause of Loss covered under this Policy.
33. Loss or damage caused by or resulting from delay, loss of market, loss of use, interruption of business, bankruptcy or consequential loss of any nature.
34. Acts or decisions, including the failure to act or decide, of any person, group, organization, entity or governmental body.

35. 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;
 - d. Maintenance of part or all of any property on or off the Covered Location.
36. The failure of power or other utility service however caused and wherever such failure should occur.
37. Obsolescence or depreciation.
38. Mechanical breakdown or failure of property or Covered Property, including faulty construction or changes in the arrangement of machine parts.
39. Error in design, faulty materials, or workmanship in the development, manufacture, or installation of equipment.
40. Short circuit, blow out, power surge, or other electrical disturbance within electrical equipment.
41. Electrical or magnetic injury, disturbance, or erasure of electronic recordings.
42. Programming errors or incorrectly instructing a machine.
43. Actual work upon Covered Property, including repairing, adjusting, servicing, or maintenance operations.
44. a. Notwithstanding any provision to the contrary within this Policy or within any Endorsement which forms part of this Policy, this Policy does not insure:
 - (1) any loss, damage, cost or expense, or
 - (2) any increase in insured loss, damage, cost or expense, or

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

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

- b. The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Policy includes (but is not limited to):

- (1) seepage of, or pollution and/or contamination by, anything, including but not limited to, any Pollutant, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

- (2) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

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

- a. The removal, encapsulation, covering, or any manner of control or abatement from any goods, products, or structure of asbestos, dioxin, or polychlorinated biphenyls;

- b. The demolition, increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins, or polychlorinated biphenyls;
 - c. Any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Named Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified;
 - d. The presence of asbestos in any building or structure whether covered or not covered by this Policy.
- 46. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or appliances.
 - 47. Any loss, damage or expense, or increase in loss, damage or expense caused by or resulting from ventilation, heating, air conditioning, or sick building condition(s). Sick building condition(s) as used herein is understood to mean a building(s) or structure(s) with actual or alleged conditions which create or may create an environment which is, or is suspected to be, unhealthy in any way to any person or other living thing.
 - 48. Collapse, impending collapse and any impairment or alleged impairment of structural integrity.
 - 49. Erosion, however caused.
 - 50. Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 - 51. Biological hazards, including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease.
 - 52. Chemical hazards, including, but not limited to, any chemical agent, material, product or substance.

53. Radioactive hazards, including, but not limited to, any magnetic, electromagnetic, optical, solar, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring. For purposes of this exclusion, magnetic or electromagnetic radiation or energy includes, but is not limited to, the following:
- a. Electrical charge produced or conducted by a magnetic or electromagnetic field;
 - b. Pulse of electromagnetic energy; or
 - c. Electromagnetic waves or microwaves.
54. Loss or damage caused by any animal, insect, or vermin.

Article XII

Other Insurance

In the event there is other insurance (including insurance not written on the identical, terms, conditions, and provisions contained in this Policy) protecting Covered Property against the same Cause of Loss covered by this Policy, and such other insurance is in force at the time of any loss hereunder, then the provisions of this insurance shall not apply unless the liability of the other insurance has been fully exhausted. Then only to the extent the Named Insured has not been fully indemnified by such other insurance. The provisions of this Article do not increase Our Limit of Insurance in this Policy.

Article XIII

Records and Inventory; Examination of Records

The Named Insured shall keep accurate books, records and accounts in the following manner:

- A. A detailed and itemized inventory record of all Covered Property hereunder shall be maintained and physical inventory shall be taken periodically at intervals not more than twelve (12) months apart.
- B. The Named Insured shall, as often as may be reasonably required during the term of this Policy and for one (1) year thereafter, produce for examination by Us or Our duly authorized representative all the books and records, inventories and accounts relating to Covered Property hereunder.

Article XIV

Concealment, Misrepresentation and Fraud

This entire Policy shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or Your interest therein, or in case of any fraud or false swearing by You relating thereto.

Part II - Loss Provisions

Article XV

Notice of Loss

You shall, as soon as practicable, report in writing to Us or Our representative every loss, damage or occurrence which may give rise to a claim under this Policy and shall also file with Us or Our representative a signed, detailed and sworn proof of loss within sixty (60) days after Our request for such sworn proof of loss. We will provide You with the necessary forms.

Article XVI

Responsibility of Named Insured; Protection of Property

- A. You shall take all reasonable steps to protect Covered Property from further damage following loss or damage to Covered Property. Notwithstanding the foregoing, We will not pay for any subsequent loss, damage or expense to such Covered Property the result of a Cause of Loss not covered under this Policy.
- B. You shall keep a record of expenses incurred to protect the Covered Property following loss for consideration in the settlement of the claim.
- C. If feasible, You shall set the damaged property aside and in the best possible order for examination.
- D. The provisions of this Article do not increase Our Limit of Insurance in this Policy.

Article XVII

Assistance and Cooperation of the Named Insured

You shall cooperate with Us in the investigation or settlement of any claim. Furthermore, in the event this Policy covers Your liability, You shall cooperate with Us and, upon Our request, shall attend hearings

and trials and shall assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses and in the conduct of suits. You shall not voluntarily make payment, assume any obligation or incur any expense without Our written consent.

Article XVIII **Abandonment**

There can be no abandonment of any property to Us.

Article XIX **Suit**

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless:

- A. You are in full compliance with all of the terms of this Policy; and
- B. The same be commenced within twelve (12) months after the occurrence which gives rise to the claim provided, however, that if by the laws of the state within which this Policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state.

Article XX **Claims Against Third Parties**

In the event of any loss, damage or expense to Covered Property hereunder, You shall, as soon as practically possible, make claim in writing against the carrier(s), bailee(s) or other third party who may be responsible, in whole or in part, for the loss, damage or expense or for any increase in loss, damage, or expense.

Article XXI **Subrogation Waiver**

This insurance shall not be prejudiced by agreement made by You releasing or waiving Your right to recovery against third parties responsible for loss, damage or expense to Covered Property, except under the following conditions:

- A. Whether made before or after loss has occurred, such agreement must be in writing and must release or waive Your entire right of recovery against such third party.

- B. If made before loss has occurred, such written agreement may run in favor of any third party.
- C. If made after loss has occurred, such written agreement may run only in favor of a third party falling within one of the following categories at the time of loss:
 - 1. A third-party Named Insured under this Policy; or
 - 2. A business firm which:
 - a. Is owned or controlled by You or in which You own capital stock or other proprietary interest; or
 - b. Owns or controls You or owns or controls capital stock or other proprietary interest in the Named Insured.

Article XXII

Examination Under Oath

- A. You shall, as often as may be reasonably required, exhibit to any person designated by Us all that remains of any Covered Property and shall submit, and insofar as is within Your power cause Your employees and others to submit, to examinations under oath by any person named by Us. Furthermore, as often as may be reasonably required, You shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by Us or Our representative, and shall permit extracts and copies thereof to be made.
- B. No such examinations under oath or examination of books or documents, nor any other act by Us or any of Our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which We might otherwise have with respect to any loss or claim; all such examinations and acts shall be deemed to have been made or done without prejudice to Our liability.

Article XXIII

Privilege To Adjust With Owner

In the event of loss or damage to property of others held by You for which claim is made under this insurance, the right to adjust and settle such loss or damage with the owner or owners of the damaged property is reserved to the Company and the receipt of payment made by Us in settlement of such claim by the owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Named Insured. If legal proceedings are taken to enforce a claim

against You as respects any such loss or damage, We reserve the right, at Our option and without expense to You, to conduct and control the defense on behalf of and in the name of the Named Insured. No action of the Company in such regard shall increase Our liability under this Policy, nor increase the Limit of Insurance specified in the Declarations Page, Schedule A.

Article XXIV **Pair, Set Or Parts**

- A. In event of loss of or damage to any part of Covered Property consisting, when complete for use or sale, of several parts, We shall only be liable for the value of the part lost or damaged.
- B. Notwithstanding the foregoing, for any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss, damage or expense be construed to mean total loss of the pair or set.

Article XXV **Labels**

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

Article XXVI **Appraisal**

If You and We fail to agree as to the value of the property or amount of loss, damage or expense, each shall, on the written demand of either, select a competent and impartial appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and impartial umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Named Insured or the Company, such shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the value at the time of loss and the amount of loss, and failing to agree, shall submit their differences to the umpire. A decision agreed to by any two shall determine the amount of loss and shall be binding. You and

We shall each pay Our chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. We shall not be held to have waived any of Our rights by any act relating to appraisal.

Article XXVII **Company's Options**

- A. In the event of loss or damage to Covered Property under this Policy, at Our option, We will either:
1. Pay the value of the damaged Covered Property; or
 2. Pay the cost of repairing, rebuilding or replacing with other property of like kind and quality the damaged Covered Property, subject to Paragraph B of this Article; or
 3. Take all or any part of the Covered Property at an agreed or appraised value; or
 4. Repair, rebuild or replace the Covered Property with other property of like kind and quality, subject to Paragraph B of this Article.
- B. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- C. We will give You notice of Our intentions within sixty (60) days after We receive Your sworn proof of loss.
- D. We will not pay You more than Your financial interest in the Covered Property.

Article XXVIII **Salvage and Recoveries**

All salvage, recoveries and payments recovered or received subsequent to the loss settlement under this Policy shall be applied as if recovered or received prior to said settlement and all necessary adjustments shall be made by the parties hereto.

Article XXIX **Settlement of Loss**

We will pay for covered loss or damage within sixty (60) days after We receive Your signed sworn proof of loss and 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.

Article XXX **No Benefit To Others**

This insurance shall in no way inure directly or indirectly to the benefit of any carrier, bailee or any other person or entity.

Article XXXI **Proportional Settlement of Claims**

In the event Covered Property is damaged by a Cause of Loss that is either not a covered Cause of Loss or is a Cause of Loss excluded by this Policy during an Occurrence which concurrently results in damage from a Cause of Loss covered by this Policy, then settlements of claims under this Policy will be made solely for that portion of loss or damage resulting from a Cause of Loss covered under this Policy, whether such other Cause of Loss is covered by other insurance or not.

Part III - Other Provisions

Article XXXII **Inspection of Property and Operations**

We and any person or organization making inspections on Our behalf shall be permitted, but not obligated, to inspect Your property and operations at any time before or after loss. Neither the right of the Company and any person or organization to make such inspection, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or comply with any laws, rules or regulations, nor does such inspection constitute a guarantee of an accurate or complete valuation of such Covered Property.

Article XXXIII **Premiums and Fees**

The first Named Insured shown in the Declarations Page is responsible for the payment of all premiums and fees due hereunder. Return premiums or fees due shall be paid to the first Named Insured, unless otherwise required by law.

Article XXXIV **Mortgagee**

- A. If an Additional Interest is listed as a Mortgagee in the Declarations Page, then the provisions of this Article XXXIV shall apply to such Additional Interest.
- B. The term Mortgagee includes trustee.
- C. We will pay for covered loss of or damage to buildings or structures to each Mortgagee shown in the Declarations Page in their order of financial precedence.
- D. The Mortgagee has the right to receive loss payment even if the Mortgagee has started foreclosure or similar action on the building or structure.
- E. If We deny Your claim because of Your acts or because You have failed to comply with the terms of this Policy, the Mortgagee will still have the right to receive loss payment if the Mortgagee:
 - 1. Pays any premium due under this Policy at Our request if You have failed to pay any premium due under this Policy; and
 - 2. Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from Us of Your failure to submit a signed sworn statement of loss; and
 - 3. Has notified Us of any change in ownership, occupancy or substantial change in risk known to the Mortgagee.

All of the terms and conditions of this Policy will then apply directly to the Mortgagee.

- F. If We pay the Mortgagee 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 Mortgagee's rights under the mortgage will be transferred to Us to the extent of the amount We pay; and
2. The Mortgagee's right to recover the full amount of the Mortgagee's claim will not be impaired.

At Our option, We may pay to the Mortgagee 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.

- G. If We cancel this Policy, We will give written notice to the Mortgagee at least:
1. Ten (10) days before the effective date of cancellation if We cancel for Your nonpayment of premium; or
 2. Thirty (30) days before the effective date of cancellation if We cancel for any other reason.
- H. If We elect not to renew this Policy, We will give written notice to the Mortgagee at least ten (10) days before the expiration date of this Policy.

Article XXXV

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 on 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.

Article XXXVI

Definitions

When the following words appear in this Policy or any other forms or Endorsements attached hereto, they mean:

1. "Us," "We", "Our" and "the Company" mean the insurance companies listed on the Insurer Participation Schedule attached to and part of this Policy (ICAT 50 SCH).

2. "You", "Your" and "the Named Insured" mean the Named Insured(s) identified in the Declarations Page.
3. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
5. "Policy" means form ICAT DICNA 100 and the Declarations Page, including Schedule A, and all Endorsements and other forms attached thereto. See the Declarations Page for a listing of Endorsements included with this Policy.
6. Covered Property is as defined in Article IV and as specifically listed in the Declarations Page, Schedule A, or as listed in the Statement of Values (ICAT 50 SOV).
7. Covered Location is as defined in Article VI.
8. Limit of Insurance is as defined in Article VII.
9. Operations means Your business activities occurring at the Covered Location.
10. Occurrence means any one disaster, accident or loss or series of disasters, accidents or losses which are covered Causes of Loss, are one event and occur within the area of one state of the United States and states contiguous thereto (however, as regards Earthquake, the epicenter does not need to be within these territorial confines). The duration and extent of an Occurrence is limited to all loss or damage sustained by Covered Property occurring during any period of 168 consecutive hours directly caused by the same event, except that the term Occurrence as regards loss or damage from wind and hail shall mean all loss sustained by Covered Property occurring during any period of 72 consecutive hours directly caused by the same event and such event need not be limited to one state or states contiguous thereto.

11. Mold means any species of fungi, including but not limited to, mold, yeast, mildew, spores, mold, toxins, mycotoxins, mold metabolites, mold antigens, mold allergens, mold produced antibiotics, or dust or fumes containing any of the foregoing, individually, or in any combination therewith or with another substance.

Article XXXVII Forms and Endorsements; Changes

- A. Forms and Endorsements: In addition to this form, ICAT DICNA 100, there are Endorsements and a Declarations Page (including Schedule A) applicable to this Policy. These forms and all Endorsements comprise this Policy. See the Declarations Page for a listing of Endorsements included with this Policy.
- B. Changes: This Policy contains all of the agreements between the Named Insured and the Company concerning the insurance coverage provided hereunder. The Named Insured shown in the Declarations Page is authorized to make changes in the terms of this Policy with the Company's consent. This Policy's terms can be amended or waived only by Endorsement issued by the Company and made a part of this Policy.

EARTHQUAKE ENDORSEMENT FORM 200

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. **ICAT DICNA 100, Article XI - Excluded Causes of Loss - Subsection 5**, of the Policy is amended to read as:
5. Earth movement including but not limited to loss, damage or expense caused by, resulting from, contributing to or aggravated by landslide, mudslide, mudflow, rockslide, earth sinking, rising, shifting or settling, and any resulting need for land stabilization.
- II. This Policy is amended to provide coverage for loss or damage caused by Earthquake as defined herein:
- A. Earthquake is defined as a vibration-generating rupture event caused by displacement within the earth's crust through release of strain associated with Tectonic Processes and includes effects such as ground shaking, liquefaction, seismically-induced land sliding which can be attributed to a single seismic occurrence, and damaging amplification of ground motion.
- Earthquake does not mean or include tsunami or volcanic eruption whether such tsunami or volcanic eruption precedes or follows an Earthquake event.
- Tectonic processes means adjustments of the earth's crust in response to regional stress conditions initiated by dynamic forces within the earth's interior.
- B. Each loss by Earthquake shall constitute a single loss hereunder, provided that, if more than one Earthquake shock occurs within any period of 168 hours during the term of this Policy, such Earthquake shocks shall be deemed together to be a single Earthquake Occurrence within the meaning hereof. We shall not be liable for any loss caused by any Earthquake shock occurring before the effective date and time of this Policy, nor for any Earthquake shock or loss occurring after the expiration date and time of this Policy.
- C. Each Limit of Insurance shown in the Declarations Page, Schedule A, is an annual aggregate limit for the Policy Period shown in the Declarations Page, Schedule A, as respects all loss or damage caused by Earthquake. Any loss, damage and expenses paid hereunder shall reduce the amount of the Limit of Insurance provided by this Policy.
- D. Land Stabilization Coverage Extension Sub-Limit: In the event We are insuring a building(s) or structure(s) under Coverage A of Article IV, then the coverage

provided by this Endorsement is extended to cover the cost of land stabilization that is necessary for the commercial use of such building(s) or structure(s), including the engineering costs of the stabilization. The cost of land stabilization is covered only when the land instability is directly and immediately caused by an Earthquake that is a covered Occurrence under this Policy. This coverage extension is subject to a single \$10,000 sub-limit as respects each building(s) or structure(s) insured under Coverage A of Article IV. This \$10,000 sub-limit is included in and a part of the Limit of Insurance applicable to each such building or structure insured hereunder; this coverage extension does not increase Our Limit of Insurance shown in the Declarations Page, Schedule A.

All other terms and conditions of this Policy remain.

COVERAGE ENHANCEMENT FOR WATER LOSS DIRECTLY CAUSED BY EARTHQUAKE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM (ICAT DICNA 100)

- I. This Policy is amended to provide coverage for direct physical loss or damage to Covered Property caused by or resulting from the discharge or leakage of water as a direct result of the breaking apart or cracking of plumbing, heating, air conditioning, or other equipment (except fire protection systems or fire protective sprinklers), but only when such breaking apart or cracking of plumbing, heating, air conditioning, or other equipment is caused directly by Earthquake as insured against by this Policy.
- II. The coverage provided under this Endorsement does not extend to loss or damage caused by sprinkler leakage, water, other liquids, powder or other material that leaks or flows from fire protection systems, including loss or damage from leaking fire protective sprinklers, whether or not caused directly by a Covered Cause of Loss as insured against by this Policy.
- III. For purposes of the coverage provided under this Endorsement only, **Article XI, Excluded Causes of Loss**, Subsections **17** and **46** do not apply.
- IV. For purposes of calculating the Deductible, loss or damage resulting in water loss as explained in I. above shall be subject to the Deductible shown in the Declarations Page for the Covered Cause of Loss, i.e., the Earthquake Deductible or, if applicable, the Earth Movement Deductible.
- V. This coverage extension does not increase Our Limit of Insurance as stated in the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

COVERAGE EXTENSION POLLUTANT CLEAN UP AND REMOVAL ENDORSEMENT FORM 207

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Article V of this Policy is amended and expanded to provide an additional Coverage Extension for **Pollutant Clean Up and Removal**, as follows:

Pollutant Clean Up and Removal

1. We will pay Your expense to extract Pollutants from land or water premises if the discharge, dispersal, seepage, migration, release or escape of the Pollutants is caused by or results from a covered Cause of Loss that occurs during the Policy Period. These 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 occurred.
2. This Coverage Extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of Pollutants. However, We will pay for testing which is performed in the course of extracting the Pollutants from land or water at a Covered Location.
3. The most We will pay under this Coverage Extension for each Covered Location is \$10,000 for the sum of all covered expenses arising out of a covered Cause of Loss occurring during each separate 12 month period of this Policy.
4. Our Limit of Insurance for this Pollutant Clean Up and Removal Coverage Extension is in addition to Our Limit of Insurance defined in the Declarations Page, Schedule A.

All other terms and conditions of this Policy remain.

COVERAGE EXTENSION FOR UNSCHEDULED ADDITIONAL PROPERTY

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

The **DIFFERENCE IN CONDITIONS COVERAGE FORM (ICAT DICNA 100)** is amended as stated herein.

I. The following is added to **Article V, Coverage Extensions**:

A. Unscheduled Additional Property

1. We will pay for sudden, fortuitous, direct physical loss or damage to Additional Property caused by a covered Cause of Loss under this Policy and subject to all other terms, conditions, and limitations contained in this Policy. Under this Coverage Extension, Additional Property has the meaning described in Paragraph III. of this Endorsement below. This Coverage Extension for Unscheduled Additional Property applies in addition to and separately from the coverage provided for any property specifically scheduled under **Coverage D, Additional Property Coverage** in the Declarations Page, Schedule A, or Statement of Values (ICAT 50 SOV).
2. Limit of Insurance. The most We will pay for loss or damage in any one Occurrence for this Coverage Extension for Unscheduled Additional Property is \$10,000, unless a higher limit is shown in the Declarations. The Limit of Insurance for this Coverage Extension for Unscheduled Additional Property is a sublimit of the Limit of Insurance that applies to this Policy. The addition of this Coverage Extension for Unscheduled Additional Property to the Policy does not increase or decrease Our total Limit of Insurance.
3. Deductible. The Deductible applicable to this Coverage Extension for Unscheduled Additional Property is \$2,500, unless a different amount is shown in the Declarations. If the adjusted amount of loss or damage (hereinafter referred to as 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 subtract the Deductible from the adjusted amount of loss and We will pay the resulting amount or the Limit of Insurance, whichever is less. Notwithstanding any provision in this Policy to the contrary, the above-stated Deductible amount will apply to each occurrence of loss covered under this Coverage Extension for Unscheduled Additional Property.

**EXAMPLE #1: Loss only to Unscheduled Additional Property
(loss above applicable deductible)**

The policy covers an apartment building with a \$5,000,000 Limit of Insurance applicable to **Coverage A, Building(s) and/or Structure(s)**, and

no property scheduled under **Coverage D, Additional Property Coverage**. The policy deductible applicable to loss caused by Earthquake is \$10,000. The deductible applicable to the Coverage Extension for Unscheduled Additional Property is \$2,500. An Earthquake damages a gazebo, shed, hot tub, and a fence that was set apart from the covered building by clear space, causing \$16,000 in loss.

Result: We will pay \$10,000 under this Coverage Extension for Unscheduled Additional Property because the Limit of Insurance for this Coverage Extension (\$10,000) is less than the amount of loss minus the Deductible (\$16,000 - \$2,500 = \$13,500). Note that the applicable Deductible is \$2,500 and that the policy's \$10,000 deductible for loss caused by Earthquake does not apply.

EXAMPLE #2: Loss only to Unscheduled Additional Property (loss below applicable deductible)

The policy covers an apartment building with a \$5,000,000 Limit of Insurance applicable to **Coverage A, Building(s) and/or Structure(s)**, and no property scheduled under **Coverage D, Additional Property Coverage**. The policy deductible applicable to loss caused by Earthquake is \$10,000. The deductible applicable to the Coverage Extension for Unscheduled Additional Property is \$2,500. A small Earthquake partially damages a fence that was set apart from the covered building by clear space. Repairs to the fence cost \$2,000.

Result: No payment is due under the policy as follows:

Loss to Unscheduled Additional Property
\$2,000 - \$2,500 deductible = No Payment

EXAMPLE #3: Loss to Scheduled Property under Coverage D, Additional Property Coverage, and to Unscheduled Additional Property

The policy covers an apartment building with a \$5,000,000 Limit of Insurance applicable to **Coverage A, Building(s) and/or Structure(s)**, and a fence is scheduled in the Declarations under **Coverage D, Additional Property Coverage**, with a Limit of Insurance of \$15,000. The policy deductible applicable to loss caused by Earthquake is \$10,000. The deductible applicable to the Coverage Extension for Unscheduled Additional Property is \$2,500. An Earthquake completely destroys a gazebo, shed, hot tub, and the scheduled fence. The loss to the gazebo, shed, and hot tub is \$12,000. There is no damage to the apartment building.

Result: We will pay \$14,500 as follows:

Loss to Scheduled Fence	
\$15,000 - \$10,000 deductible =	\$5,000
Loss to Unscheduled Additional Property	
\$12,000 - \$2,500 deductible =	\$9,500
Total amount of Loss Payable:	\$14,500

EXAMPLE #4: Loss to Building and to Unscheduled Additional Property

The policy covers an apartment building with a \$5,000,000 Limit of Insurance applicable to **Coverage A, Building(s) and/or Structure(s)**, and no property scheduled under **Coverage D, Additional Property Coverage**. The deductible applicable to loss caused by Earthquake is 3%. The deductible applicable to the Coverage Extension for Unscheduled Additional Property is \$2,500. An Earthquake causes \$30,000 in loss to the covered apartment building and completely destroys a shed valued at \$7,500.

Result: We will pay \$5,000 as follows:

Loss to Building	
\$30,000 - \$150,000 deductible =	No Payment
Loss to Unscheduled Additional Property	
\$7,500 - \$2,500 deductible =	\$5,000
Total amount of Loss Payable:	\$5,000

- II. Additional Property, as defined in Paragraph III. of this Endorsement below, is covered under this Policy only as follows:
 - A. As provided under the Coverage Extension for Unscheduled Additional Property as explained in Paragraph I. of this Endorsement above; or
 - B. If specifically scheduled as Covered Property under **Coverage D, Additional Property Coverage** under this Policy.

- III. The following is added to **Article XXXV, Definitions**:
 - A. Additional Property means:
 1. Machinery and equipment in the open, including gas pumps.
 2. Contractor’s equipment, including trailers used to transport such equipment.

3. Buildings or structures in the course of construction, including materials and supplies, except alterations and repairs on or within the existing walls of existing buildings or structures insured by this Policy.
4. Fences, property-line walls, gates, latticework, and trellises, whether attached to a covered building or not.
5. Walkways, boardwalks, catwalks, trestles, bridges, dams, and tunnels (all whether for pedestrians or vehicles).
6. Pools (whether in the ground or above the ground and including spas, hot tubs, and jacuzzis) located outdoors, ponds, lakes, waterfalls or fountains.
7. Signs not attached to a covered building unless held for sale and **Coverage B, Business Personal Property**, of **Article IV** is applicable to such signs.
8. Awnings, canopies, and carports not attached to a covered building or structure, including any structure or covering over gas pumps or pools.
9. Light poles (including fixtures attached to such light poles) and street signs not attached to a covered building or structure.
10. Greenhouses, shade houses, hot houses and glass houses.
11. Lanai or any other similar structure not attached to a covered building and abutting, enclosing, or partially enclosing a pool.
12. Other buildings and structures at a Covered Location set apart from the covered building by clear space and not specifically described and included as Covered Property in the Declarations Page, Schedule A, or listed in the Statement of Values (ICAT 50 SOV). This includes structures connected to a covered building by only a fence, utility line or similar connection.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EVENT EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL PROPERTY DEDUCTIBLE BUY BACK POLICY
DIFFERENCE IN CONDITIONS PROGRAM
EXCESS FOLLOWING FORM POLICY
NAMED PERIL COMMERCIAL PROPERTY POLICY
SPECIAL CAUSE OF LOSS POLICY

I. Cyber Event Exclusion. We will not pay for any loss, damage, cost or expense, whether real or alleged, that is caused by, results from, is exacerbated by or otherwise impacted by, either directly or indirectly and whether threatened or actual, any of the following. Such loss, damage, costs and expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

A. **Computer Virus or Software** – Including but not limited to any software, program, instructions, code or data that:

1. Infiltrates and disrupts computer operations;
2. Accesses, acquires, collects, gathers, transmits, alters or damages instructions, information or data, including but not limited to personally identifiable information or other personal data, confidential information or “electronic data”;
3. Gains access to “computer systems”; or
4. Affects the operation or functionality of “computer systems”, “computer networks” or “electronic data”.

Computer virus or software also includes but is not limited to any computer code, worm, logic bomb, smurf attack, malware, Trojan horse, spyware, rootkits, ransomware, adware, keyloggers, rogue security software, destructive program, or malicious browsers, whether or not self-propagating.

B. **Cyber Attack** – Including but not limited to any attack on or vandalism of “computer systems”, “computer networks” or “electronic data”, including but not limited to a “denial-of-service attack”.

C. **Cyber Extortion** – Including but not limited to a threat or series of threats made to:

1. Prevent access of authorized users to “computer systems”, “computer networks” or “electronic data”;
2. Introduce any computer virus or software as described in I.A. above into “computer systems”, “computer networks” or “electronic data”;
3. Conduct a cyber attack as described in I.B. above;
4. Gain access that otherwise would be unauthorized to “computer systems”, “computer networks” or “electronic data”; or
5. Release, disclose, misuse, alter or destroy instructions, information or data, including but not limited to personally identifiable information or other personal data, confidential information or “electronic data”.

Cyber extortion also includes any illegal demand for payment, including but not limited to payment in money or cryptocurrency, to unlock any computer, “computer systems” or “computer network”, or to not do, undo or mitigate I.C.1., I.C.2, I.C.3., I.C.4. or I.C.5. above. However, a threat to do any of the above that is not accompanied by a demand for payment also is considered to be cyber extortion.

- D. **Cyber Risk** – Including but not limited to any risk where loss or damage is cyber-related, arising from either malicious acts, such as cyber attack as explained in I.B above or infection of systems with malicious code, or non-malicious acts, such as loss of data or accidental acts or omissions, involving either tangible or intangible property.
- II. **Exceptions.** The following exceptions to the exclusion in Paragraph I. apply:
- A. To the extent that any part of the exclusion in Paragraph I. conflicts with an Additional Coverage, Coverage Extension or sublimited coverage specifically and affirmatively granted to you by us elsewhere under this Coverage Part or Policy, that part of the exclusion does not apply. The preceding reference to an Additional Coverage, Coverage Extension and sublimited coverage does not mean that any of these have been included with this Policy. Additional Coverages, Coverage Extensions, or sublimited coverages are provided under this Coverage Part or Policy only as stated in and documented by one of the Coverage Forms or Endorsements included with this Coverage Part or Policy.
- B. Only if and to the extent required by state law, if fire is a Covered Cause of Loss under this Coverage Part or Policy and a hazard excluded under Paragraph I. above results in fire, we will pay for the loss, damage, cost or expense caused by that fire, subject to all applicable policy provisions including any applicable Deductible and Limit of Insurance provisions. Coverage for fire provided under this exception does not apply to insurance provided under Business Income, Rental Value or Extra Expense Coverage Forms or endorsements that apply to those Coverage Forms.
- III. **Definitions.** The following definitions are added with respect to the provisions of this endorsement:
- A. “Computer systems” means Information Technology (IT), data processing, industrial process control and communication systems, as well as any other item or element of hardware or associated software, including but not limited to IT infrastructure, software or equipment used for the purpose of creating, accessing, processing, protecting, monitoring, storing, backing up, retrieving, displaying or transmitting data. “Computer systems” also includes but is not limited to IT and mobile devices such as mobile phones, tablet devices, laptops, external drives, CD-ROMs, DVD-ROMs, magnetic tapes, magnetic disks or USB sticks that process, record, transmit or store data, as well as network equipment and associated input and output devices.
- B. “Computer network” means a group of “computer systems” and other computing hardware devices or network facilities connected by a form of communication technology, including but not limited to those connected to or by the internet, any intranet and virtual private networks (VPNs), allowing the networked computing devices to, among other things, exchange data.
- C. “Denial-of-service attack” means any attack leading to a total or partial deprivation, disruption or unavailability of “computer systems” or “computer networks” temporarily or permanently, such that they are non-functional in whole or in part, or otherwise unavailable to anticipated users of such “computer systems” or “computer networks”. The term “denial-of-service attack” includes but is not limited to a distributed attack in which multiple compromised systems are used to deluge or overload “computer systems” or “computer networks” with an incoming stream or requests or data, volumetric and application-specific attacks, and attacks targeting specific “computer systems”, entities or individuals.
- D. “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 that are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions that 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.

All other terms and conditions of this policy remain unchanged.

SPECIAL CONDOMINIUM ASSOCIATION CHANGES ENDORSEMENT FORM 301

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. **Article IV - Property or Interest Covered - Coverage A: Building(s) and/or Structures**, is amended to include:
1. Completed additions;
 2. Fixtures, outside of individual units, including outdoor fixtures;
 3. Permanently installed:
 - a. Machinery and
 - b. Equipment;
 4. Retaining walls attached to the building;
 5. Foundations of buildings, structures, machinery or boilers, including below-grade parking structures;
 6. Personal property owned by You that is used to maintain or service the building or structures or its premises, including:
 - a. Fire extinguishing equipment;
 - b. Outdoor furniture;
 - c. Floor coverings not contained within individual units; and
 - d. Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
 7. Improvements and Betterments: The following 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.

Notwithstanding the foregoing, **Coverage A: Building(s) and/or Structures** does not include real or personal property owned by, used by or in the care, custody or control of a unit-owner except for property listed in 7. above. Coverage does not extend to the interiors of individual units or any structures or property contained within the four perimeter walls of the units, including, but not limited to, appliances (except as covered per 7.b. above), fireplaces, plumbing fixtures, showers, bath tubs, sinks, toilets, individual air conditioners for the exclusive use of individual unit-owners, cabinetry, countertops, mirrors, wall-to-wall carpeting, floor coverings, wall coverings, interior doors and partitions. Coverage does not extend to any real or personal property that a unit-owner is obligated to repair or maintain under the terms of the Condominium Association Agreement.

II. The following **Loss Conditions** are added to the Policy.

1. **Loss Payment** - 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.
2. **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.
3. **Waiver of Rights of Recovery** - We waive Our rights to recover payment against any unit-owner described in the Declarations Page.

III. If the **Loss of Business Income; Rental Value; Extra Expense Endorsement Form (ICAT DICNA 300)** is attached to this Policy, the **ICAT DICNA 300 Form** is amended when the building(s) or structure(s) insured hereunder is a condominium.

A. Section II.B is amended in its entirety as follows:

1. Rental Value means Business Income that consists of
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as Maintenance Fees from a Unit Owner; and
 - b. Continuing normal operating expenses incurred in connection with the premises, including:
 - i. Payroll; and
 - ii. The amount of charges which are the legal obligation of one or more Unit Owners but would otherwise be your obligations.
 - c. Maintenance Fees shall mean maintenance fees and assessments payable to the Named Insured by a Unit Owner determined immediately prior to the date physical loss or damage occurred to the Unit Owner's property at a Covered Location, provided such Maintenance Fees are not more than sixty days in arrears prior to the date of loss. Maintenance Fees shall not include (i) any increased maintenance fees, assessments, or other charges payable or assessed on or after the date of loss at a

Covered Location or (ii) rent or other income due from a third party to a "Unit Owner".

- d. A "Unit Owner" shall mean the owner of a particular condominium in the event the Named Insured is a Condominium Association. A "Unit Owner" shall mean the owner of one or more fractional shares associated with one or more dwelling units located in the Covered Property in the event the Named Insured owns Covered Property in which fractional time shares are sold or leased to unrelated third parties. Coverage under this Endorsement is not available in the event Maintenance Fees are due from the Named Insured in their capacity as a Unit Owner.
- e. Any loss paid under the terms of this Endorsement shall be included and subject to Our Limit of Insurance under Coverage E, as shown in the Declarations Page.
- f. The Company shall be subrogated to the Named Insured's right to recover Maintenance Fees from a Unit Owner. The Named Insured shall not waive any right to recover Maintenance Fees from a Unit Owner.

IV. This Endorsement does not increase Our Limit of Insurance as stated in the Declarations Page, Schedule A.

All other terms and conditions of this Policy remain.

ORDINANCE OR LAW ENDORSEMENT FORM 302

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

I. This Endorsement defines Coverage F of Article IV of the Policy which, by attachment of this Endorsement and the listing of this coverage in the Declarations Page, Schedule A, is hereby included as Covered Property in this Policy.

II. **Article XI - Excluded Causes of Loss - Subsection 30**, is deleted.

III. **Coverage F: Ordinance or Law**

In the event of direct physical loss or damage directly caused by a covered Cause of Loss to a building or structure covered under Coverage A, or direct physical loss or damage directly caused by a covered Cause of Loss to a building or structure covered under Coverage D, then We shall also be liable as follows:

A. **Coverage Part A – Coverage for Loss to the Undamaged Portion of the Building**

1. We will pay for loss to the undamaged portion of the building or structure caused by enforcement of any ordinance or law when such ordinance or law requires the demolition of parts of the same building or structure not damaged by a covered Cause of Loss, and such ordinance or law regulates the construction or repair of buildings, or establishes zoning or land use requirements at a Covered Location, and such ordinance or law is in force at the time of a covered Cause of Loss. The enforcement of the Ordinance or Law must be directly caused by and result from the damage to property covered under Coverage A or Coverage D from a covered cause of loss.

"Undamaged" as used above does not include property damage from a peril not covered by this policy.

2. We will not pay more for loss, damage or expense to the building or structure under consideration, including loss caused by enforcement of an ordinance or law, than the lesser of:

a. The amount You actually spend to repair, rebuild, or reconstruct the building or structure, but not for more than the amount it would cost to restore the building or structure at the same location and to the same height, floor area, style, and comparable quality of the original building or structure insured; or

b. The Limit of Insurance applicable to the covered building or structure under consideration.

3. If the Replacement Cost Endorsement is attached to this Policy and the building or structure is not repaired or replaced, or if the Replacement Cost Endorsement option does not apply, then We will not pay more for loss,

damage or expense to the building or structure, including loss caused by enforcement of an ordinance or law, than the lesser of:

- a. The Actual Cash Value of the building or structure at the time of loss; or
 - b. The Limit of Insurance applicable to the covered building or structure.
4. We will not pay under this Coverage Part A of this endorsement until the buildings or structures are rebuilt, repaired, or reconstructed.

B. Coverage Part B – Demolition Cost Coverage

1. We will pay for the cost to demolish and clear undamaged parts of the building or structure covered under Coverage A or Article IV caused by enforcement of building, zoning, or land use ordinance or law but only if such building, zoning, or land use ordinance or law is in force at the time of loss.
2. We will not pay under this Coverage Part B of this endorsement until the demolition costs are incurred.
3. Our Limit of Insurance for this Coverage Part B of this Endorsement shall be the lesser of the amount defined in the Declarations Page, Schedule A, or the amount You actually spend to demolish the undamaged parts of the building or structure. In the event the Coinsurance Condition Endorsement ICAT DICNA 501 is attached to this Policy, such Coinsurance Condition shall not apply to this Coverage Part B - Demolition Cost Coverage - of this Endorsement.

C. Coverage Part C – Increased Cost of Construction

1. We will pay for the increased cost to repair, rebuild, or construct the building or structure caused by enforcement of building, zoning, or land use ordinance or law but only if such building, zoning, or land use ordinance or law is in force at the time of loss. If the building or structure is repaired or rebuilt, it must be intended for similar occupancy as the current building or structure, unless otherwise required by such zoning or land ordinance or law. In no event will We pay for the increased cost of construction if the building is not repaired or replaced.
2. We will not pay under this Coverage Part C of this Endorsement until the building or structure is actually repaired or replaced at the same or another location and unless the repairs or replacement are made as soon as reasonably possible after the covered loss or damage, but in no event after 24 months from the date of the covered Cause of Loss.
3. If the building or structure is repaired or replaced at the same location, or if You elect to rebuild at another location, the most We will pay under this Coverage Part C of this Endorsement is the lesser of:
 - a. The increased cost of construction at the same location; or

- b. The applicable Limit of Insurance for this Coverage Part C of this Endorsement shown in the Declarations Page, Schedule A.
- 4. If the ordinance or law requires relocation to another location, the most We will pay under this Coverage Part C of this Endorsement is the lesser of:
 - a. The increased cost of construction at the new premises; or
 - b. The applicable Limit of Insurance for this Coverage Part C of this Endorsement shown in the Declarations Page, Schedule A.

IV. Pollution Exclusion

We will not pay for loss, cost or expense caused by or resulting from the mere existence, occurrence, discharge, dispersal, seepage, migration, release or escape of Pollutants. We will not pay any loss, cost, or expense associated with the enforcement of any ordinance or law which requires You or others to test for, monitor, clean up, remove, restore, replace, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of Pollutants. We will not pay to investigate or defend any loss, injury, or damage, or for any costs, fine or penalty or for any expense or claim or suit related to any of the above. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

V. Deductible

See the Deductible Endorsement Form attached to this Policy for the Deductible provisions applicable to this Coverage F - Ordinance or Law.

All other terms and conditions of this Policy remain.

FOUNDATIONS EXTENSION ENDORSEMENT FORM 309

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

I. ICAT DICNA 100 is amended as follows:

Article X – Property and Interests Excluded – Subsection 25 is deleted.

II. Limit of Insurance

Our Limit of Insurance for the payment of loss under this Endorsement is included in and part of Our Limit of Insurance under Coverage A of Article IV of the Policy as shown in the Declarations Page, Schedule A.

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

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

DEDUCTIBLE ENDORSEMENT FORM 425:

THIS ENDORSEMENT IDENTIFIES THE CALCULATION AND APPLICATION OF
YOUR DEDUCTIBLE UNDER ICAT DICNA 100, ARTICLE IX.

PLEASE READ THIS ENDORSEMENT CAREFULLY.

- I. Deductible. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable deductible defined in this Endorsement. We will then pay the amount of loss or damage in excess of the stated deductible up to Our Limit of Insurance. Your deductible amount may be subject to adjustments required by the Coinsurance Condition Endorsement if such Endorsement is attached to this Policy.
- II. Covered Cause of Loss. Your deductible will be applied against direct physical loss or damage to Covered Property caused by a Covered Cause of Loss (as hereinafter defined). A Covered Cause of Loss under this Policy shall mean that the particular Cause of Loss is insured against under this Policy, which shall be documented by the attachment of one or more Endorsement Form(s) to this Policy. The Declarations Page, Schedule A, Section 3 identifies one or more Covered Causes of Loss under this Policy, the dollar amount or percentage deductible for each Covered Cause of Loss, and the manner in which the deductible shall be applied against loss or damage.

Causes of Loss which may be covered under this Policy include the following:

- Earthquake, as defined in Earthquake Endorsement Form 200 (ICAT DICNA 200)
- Flood, as defined in Flood Endorsement Form 205 (ICAT DICNA 205)

The identification of the foregoing Causes of Loss does not mean that the Cause of Loss is a Covered Cause of Loss under this Policy. A Cause of Loss is a Covered Cause of Loss under this Policy only if the applicable Endorsement Form is attached to this Policy.

- III. Deductible Amount. The amount of Your deductible may be different for different Covered Causes of Loss under this Policy. For example, if you are insured for loss or damage caused by earthquake, the amount of your deductible may differ for loss or damage caused by flood. The amount of Your deductible is determined as follows:
 - A. Fixed Dollar Deductible. Your deductible equals a fixed dollar amount if the deductible is identified as a fixed dollar amount on the Declarations Page, Schedule A for the Covered Cause of Loss.
 - B. Percentage Deductible – Line of Coverage. If the deductible is expressed as a percentage in the Declarations Page, Schedule A for a Covered Cause of Loss, and the percentage deductible is applied by Line of Coverage, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the stated value at each building or structure for each

- Line of Coverage identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy. The deductible amount for loss or damage to Business Personal Property insured under Coverage B (BPP) and Tenant Improvements and Betterments insured under Coverage C (TIB) shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the combined stated values for Coverages B and C identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy.
- C. Percentage Deductible – Building. If the deductible is expressed as a percentage and applied by Building in the Declarations Page, Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values for each Building identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy.
 - D. Percentage Deductible – Location. If the deductible is expressed as a percentage and applied by Location in the Declarations Page Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values for each Covered Location identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy.
 - E. Percentage Deductible – Policy. If the deductible is expressed as a percentage and applied by Policy in the Declarations Page Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values under the Policy identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy.
 - F. Minimum Deductible. Notwithstanding anything to the contrary contained herein, a Covered Cause of Loss may be subject to a minimum deductible.
- IV. Deductible Application. Your deductible will be applied to loss or damage to Covered Property by Policy, Location, Building, or Line of Coverage from one or more Occurrences under this Policy, subject to Our Limit of Insurance. Your deductible will be applied as identified on the Declarations Page, Schedule A, Section 3.
- A. Policy Application. If your deductible for a particular Covered Cause of Loss is applied by Policy, Your deductible will be applied to the sum of all loss or damages to Covered Property under this Policy from any one Occurrence the direct result of a Cause of Loss covered under this Policy.
 - B. Location Application. Your deductible will be applied to the sum of all loss or damages to Covered Property at each Covered Location from any one Occurrence the direct result of a Cause of Loss covered under this Policy. If two or more Covered Locations are insured under this Policy, then the deductible will be applied separately at each Covered Location against the sum of all loss or damages incurred at each Covered Location from any one Occurrence the direct result of a Cause of Loss covered under this Policy.

- C. Building Application. Your deductible will be applied to the sum of all loss or damages to Covered Property at each Building or structure from any one Occurrence the direct result of a Cause of Loss covered under this Policy. If two or more buildings or structures are insured under the Policy, then the applicable deductible will be applied separately at each Building or structure against the sum of all loss or damages incurred at each Building or structure from any one Occurrence the direct result of a Cause of Loss covered under this Policy.
- D. Line of Coverage Application.
- i. As respects loss or damage to buildings or structures insured under Coverage A (Building) of Article IV:
 - 1. The applicable deductible will be applied separately to all Coverage A building and structure losses from all other Covered Property losses; and
 - 2. If two or more buildings or structures are insured under Coverage A of Article IV, then the applicable deductible will be applied separately to each such building or structure.
 - ii. As respects loss or damage to Business Personal Property insured under Coverage B and Tenant Improvements and Betterments insured under Coverage C (both as defined in Article IV of the Policy):
 - 1. The applicable deductible will be applied to Coverage B and C losses separately from All Other Covered Property Losses; and
 - 2. If Covered Property covered under Coverages B and C is located in two or more buildings or structures, then the applicable deductible will be applied separately to such Covered Property located in each such separate building or structure as shown in the Declarations Page, Schedule A; and
 - 3. The applicable deductible for losses to all Covered Property covered under Coverages B and C will be applied to the sum of all Coverage B and C losses in each building or structure as shown in the Declarations Page, Schedule A.
 - iii. As respects loss, damage or expense to Covered Property insured under Coverage E - Loss of Business Income; Rental Value; Extra Expense (BI):
 - 1. The applicable deductible will be applied separately to all Coverage E losses from all other Covered Property losses and applied at either the building or Covered Location level as shown in the Declarations Page, Schedule A; and
 - 2. If Coverage E is applicable to two or more buildings or structures under Coverage A and/or Coverage B of Article IV, then the applicable deductible will be applied separately to Coverage E losses from all other

Covered Property Losses and applied at either each building or Covered Location as shown in the Declarations Page, Schedule A.

- iv. As respects loss or damage to Covered Property under Coverage F of Article IV, the coverage provisions of Coverage F shall not be activated or available to You unless and until the deductible provisions applicable to Coverage A of Article IV have been satisfied and a claim payment is due to You under the provisions of Coverage A of Article IV.
- V. Additional Property Coverage Deductible. Notwithstanding anything to the contrary contained in III. or IV. above, the amount and application of Your Deductible for all loss or damage to Additional Property Coverage Covered Property insured under Coverage D (APC) of Article IV shall be determined as follows:
- A. The Deductible amount shall equal a fixed dollar amount if the deductible is identified as a fixed dollar amount on the Declarations Page, Schedule A.
 - B. If the Deductible for Covered Property covered under Coverage D is expressed as a percentage on the Declarations Page, Schedule A, the deductible amount shall be determined by multiplying the percentage which applies for the covered Cause of Loss by the sum of the stated values for Covered Property under Coverage D at each Covered Location.
 - C. The Deductible for loss or damage to Covered Property under Coverage D shall be applied to the sum of the loss or damage to Covered Property at each Covered Location identified in the Statement of Values.
 - D. If Additional Property Coverage Covered Property is located at two or more Covered Locations, the applicable deductible will be applied separately to such Covered Property at each Covered Location.
 - E. If the Declarations Page, Schedule A states that the deductible is a minimum deductible or applied at the Policy level for a Covered Cause of Loss, the deductible shall be applied to the sum of loss or damage to all Covered Property under the Policy.

All other terms and conditions of this Policy remain.

REPLACEMENT COST ENDORSEMENT FORM 500

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. **Article VIII - Valuation** is deleted and replaced with the provisions contained in this Endorsement.
- II. Valuation
 - A. We shall not pay more than the Replacement Cost (without deduction for depreciation) of the Covered Property at the time of loss. The loss or damage shall be ascertained or estimated according to such Replacement Cost value, but in no event shall such amount exceed what it would then cost to repair or replace the Covered Property with material of like kind and quality, nor the amount for which You may be liable.
 - B. You may make a claim for loss or damage covered by this insurance on an Actual Cash Value basis instead of on a Replacement Cost basis. In the event You elect to have loss or damage settled on an Actual Cash Value basis, You may, at a later date, make a claim for the coverage on the basis of this Replacement Cost Endorsement if You notify Us of Your intent to do so within 180 days after the loss or damage to the Covered Property.
 - C. We will not pay more for loss or damage to Covered Property on a Replacement Cost basis than the lesser of:
 1. Our Limit of Insurance applicable to the damaged Covered Property; or
 2. The cost to repair or replace, at the same location, the damaged Covered Property with other property:
 - a. Of comparable material and quality; and
 - b. Used for the same purpose;
 3. Or the amount You actually spend that is necessary to repair or replace the damaged Covered Property.
 - D. Notwithstanding the foregoing, in the event You elect to not repair, restore or replace the damaged Covered Property, or You do not commence the repairs, restoration or replacement of the damaged Covered Property within a reasonable period of time (which in no event shall be greater than 18 months from the date of the loss causing the damage to the Covered Property), then this Replacement Cost coverage shall not apply but rather the provisions of Article VIII of the Policy shall apply.

Additionally, this Replacement Cost coverage does not apply to the property itemized immediately below; rather, the provisions of Article VIII of the Policy shall apply:

1. Property of others.
2. Contents of a residence.
3. Manuscripts.
4. Works of art, antiques or rare articles, including but not limited to etchings, pictures, statuary marble, bronzes, porcelain, and bric-a-brac.
5. Stock.

All other terms and conditions of this Policy remain.

CANCELLATION PROVISIONS ENDORSEMENT FORM 600

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. **Article III – Cancellation Provisions** – will be as stated in this Endorsement.
 - A. The first Named Insured shown in the Declarations Page may cancel this Policy at any time by mailing or delivering to Us advance written notice of cancellation.
 - B. **Cancellation Other Than Upon Written Notice by First Named Insured**
 1. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if We cancel for any other reason, except We may cancel immediately if there has been:
 - 1) A material misstatement or misrepresentation; or
 - 2) A failure to comply with an underwriting requirement established by Us.
 - C. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
 - D. If this Policy is cancelled, We will refund any return premium due, with such refund payment to be calculated as provided in this Policy, unless a different refund amount is required by law.
 - E. **Underwriting Period**
 1. The underwriting period for this Policy is the first 90 days of the Policy Period unless either of the following applies:
 - a. If the majority of Covered Property is located in Oklahoma, the underwriting period is the first 45 days of the Policy Period; or
 - b. If the majority of Covered Property is located in Arkansas, Connecticut, Georgia, Kentucky, Montana, New Hampshire, or Pennsylvania, the underwriting period is the first 60 days of the Policy Period.
 2. During the underwriting period, We may verify the information submitted as part of the application for insurance coverage under this Policy. We may modify the terms of the Policy, including the premium charged, based on the information We obtain during the underwriting period. We may cancel the Policy, subject to Section I. of this endorsement, either during the underwriting period or after the underwriting period, except that:
 - a. If the majority of Covered Property is located in Alaska, the notice period stated in Section I.B.1.a. of this Endorsement is 20 days, the notice period stated in Section I.B.1.b of this Endorsement is 60 days, and 10 days of notice shall be provided in the event We cancel this Policy due to Your fraud or material misrepresentation;

- b. If the majority of Covered Property is located in Florida and the notice of cancellation is being mailed during the underwriting period, the notice period stated in Section I.B.1.b. of this Endorsement is 20 days;
- c. If the majority of Covered Property is located in Georgia or Montana and the notice of cancellation is being mailed during the underwriting period, the notice period stated in Section I.B.1.b. of this Endorsement is 10 days;
- d. If the majority of Covered Property is located in Indiana, We may cancel due to Your fraud or material misrepresentation only upon providing 20 days notice of cancellation;
- e. If the majority of Covered Property is located in Kentucky, the notice period stated in Section I.B.1.a. of this Endorsement is 14 days;
- f. If the majority of Covered Property is located in Kentucky, the notice period stated in Section I.B.1.b of this Endorsement is 14 days if notice of cancellation is being mailed during the underwriting period, but such notice period shall be increased to 75 days if notice is being mailed after the underwriting period;
- g. If the majority of Covered Property is located in Oklahoma, the notice period stated in Section I.B.1.b. of this Endorsement is 10 days if the notice of cancellation is being mailed after the underwriting period and 10 days of notice shall be required when cancellation is due to Your fraud or material misrepresentation;
- h. If the majority of Covered Property is located in Pennsylvania, the notice period stated in I.B.1.a. of this Endorsement is 15 days and 15 days of notice shall be required when cancellation is due to Your material misrepresentation;
- i. If the majority of Covered Property is located in Connecticut, New Hampshire, or Pennsylvania and the notice of cancellation is being mailed after the underwriting period, the notice period stated in Section I.B.1.b. of this Endorsement is 60 days; and
- j. If the majority of Covered Property is located in Florida, Georgia, Indiana, or Montana and the notice of cancellation is being mailed after the underwriting period, the notice period stated in Section I.B.1.b. of this Endorsement is 45 days.

F. Nonrenewal

- 1. If We decide not to renew this Policy, We will mail or deliver to the first Named Insured written notice of nonrenewal at least 30 days prior to the expiration date of this Policy, except that:
 - a. If the majority of Covered Property is located in Arkansas, Connecticut, New Hampshire, or Pennsylvania, We will mail or deliver written notice of nonrenewal at least 60 days prior to the expiration date of the Policy;
 - b. If the majority of Covered Property is located in Florida, Georgia, Indiana, Montana, Oklahoma, or Wyoming, We will mail or deliver written notice of nonrenewal at least 45 days prior to the expiration date of the Policy;

- c. If the majority of Covered Property is located in Kentucky, We will mail or deliver written notice of nonrenewal at least 75 days prior to the expiration date of the Policy; and
- d. If the majority of Covered Property is located in South Carolina, We will mail or deliver written notice of nonrenewal at least 60 days prior to the expiration of the Policy except that we will mail or deliver written notice of nonrenewal at least 90 days prior to the expiration date of the Policy for any nonrenewal that will be effective between June 1 and October 31.

G. Conditional Renewal

- 1. A notice of conditional renewal will be mailed or delivered to the first named Insured only as stated below:
 - a. If the majority of Covered Property is located in Connecticut, We will mail or deliver written notice of conditional renewal if there is a reduction in coverage, an increase in the deductible or retention, a decrease in limits, an additional exclusion, or some other decrease in coverage;
 - b. If the majority of Covered Property is located in Mississippi, We will mail or deliver written notice of conditional renewal if there is a reduction in coverage;
 - c. If the majority of Covered Property is located in Montana or Wyoming, We will mail or deliver written notice of conditional renewal if there is an increase in premium or less favorable terms for You;
 - d. If the majority of Covered Property is located in Oklahoma, We will mail or deliver written notice of conditional renewal if there is an increase in premium, change in deductible, or a reduction in limits or coverage;
 - e. If the majority of Covered Property is located in New Hampshire or Kentucky, We will mail or deliver written notice of conditional renewal if there is an increase in premium of 25% or more;
 - f. If the majority of Covered Property is located in Pennsylvania, We will mail or deliver written notice of conditional renewal if there is an increase in premium; or
 - g. If the majority of Covered Property is located in South Carolina, We will mail or deliver written notice of conditional renewal if there is a change of terms, limits, or an increase in premium.
- H. Any notice of cancellation, nonrenewal, or conditional renewal will be mailed or delivered to the first Named Insured's last mailing address known to Us.
- I. If notice of cancellation, nonrenewal, or conditional renewal is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this Policy remain.

MINIMUM FEES ENDORSEMENT FORM 601

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

The following **Minimum Earned Fees Provision** is added to the Policy.

Minimum Earned Fees: In the event that this Policy is terminated at any time on or after the Policy Effective Date (as defined in Article II), then there will be a minimum earned policy fee of \$220.00 and a minimum earned inspection fee of \$350.00.

All other terms and conditions of this Policy remain.

MINIMUM EARNED PREMIUM ENDORSEMENT 602

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

The following **Minimum Earned Premium Provision** is added to the Policy.

Minimum Earned Premium: In the event that this Policy is terminated at the request of the insured any time on or after the Policy Effective Date (as defined in Article II), a minimum earned premium of 25% of the annual premium will become payable by the insured.

All other terms and conditions of this Policy remain.

ELECTRONIC DATE RECOGNITION ENDORSEMENT FORM 603

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any provision to the contrary within this Policy or within any Endorsement which forms part of this Policy, this Policy does not insure any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

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

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

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

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

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

AUTHORIZED SIGNATURES, SERVICE OF PROCESS, AND CONSUMER SERVICE ENDORSEMENT

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



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

2. **Service of Suit.**

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

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

If the cause of action arises in California:

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

If the cause of action arises in any other state:

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th
Floor
New York, NY 10017
Tel: +1 212 382 4060

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

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

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful

process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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

3. **Applicable Law.** This insurance policy shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the Service-of-Suit provisions in number 2. directly above. (LMA5021.)
4. **Consumer Service.** We are dedicated to providing you with high-quality service and we want to ensure that we maintain such service at all times. If you feel that we have not offered you first-class service, please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim, you should, as a first step, contact the licensed insurance professional who assisted you in the purchase of this insurance. If the licensed insurance professional is unable to resolve your questions or concerns, please write to the Lloyd's Coverholder for this business at the following address:

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

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

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

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

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

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



National Fire & Marine Insurance Company

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

Service of Suit upon National Fire & Marine Insurance Company may be made upon: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944.

In addition to the foregoing, should any cause of action arise in Washington under this policy of insurance, then service of process against National Fire & Marine Insurance Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington. National Fire & Marine Insurance Company further designates the following as the person to whom the Commissioner shall forward such process: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944.

SIGNATURE PAGE (National Fire & Marine Insurance Company Only)

	
Secretary	President

All other terms and conditions of the policy remain unchanged.



Crum & Forster Specialty Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

(A Capital Stock Company)

SIGNATURE

Marc J. Adee
Chairman and CEO

SIGNATURE

James Kraus
Secretary



SERVICE OF PROCESS CLAUSE

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name: Marc Adee, President
Name of Company or Firm: Crum & Forster Specialty Insurance Company
Mailing Address: 305 Madison Avenue
Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.

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

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

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

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

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

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

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