





# TRISURA®

210 Park Avenue  
Suite 1300  
Oklahoma City, OK 73102

## SIGNATURE CLAUSE

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### SIGNATURE CLAUSE

**In Witness Whereof**, we have caused the policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

TRISURA SPECIALTY INSURANCE COMPANY, INC.

Michael Beasley  
President & CEO

Paul Kopecky  
COO & Client Management



## Commercial Difference in Conditions Declarations Page – Coverages Provided

<b>Policy Number:</b>	<b>Policy Period:</b>	<b>To:</b>
<b>Named Insured:</b>		

Coverages Provided and Description Of Premises: Insurance At The Described Premises Applies Only For The Coverages Shown Below:

Bldg #	Description	Coverage	Limit of Insurance

<u>Description</u>	<u>Amount</u>
Covered Cause	Excluded
Earthquake and Volcanic Eruption Endorsement	Excluded
Valuation	Replacement Cost
Agreed Amount	Included
Deductible	
Inflation Guard	0%
Terrorism	

<u>Optional Coverage:</u>	<u>Amount</u>
Mold Remediation/Sewer Backup	\$25,000 Per Occurrence/\$50,000 Aggregate
Extended Building Replacement Cost Coverage	Excluded
Ordinance or Law	Included - \$250,000.00 Combined Limit Coverage A, b, c
*Wind/Hail Exclusion does Not apply to Building Ordinance Or Law coverage. This Ordinance Or Law coverage Is Excess of the Citizens Property Insurance Corporation policy deductible.	

<u>Underlying Commercial Property Policy(ies):</u>	
<u>Policy Number</u>	<u>Insurance Company</u>

Schedule of Location Coverage

<b>Bldg #</b>	<b>Building Name</b>	<b>Building Desc.</b>	<b>Coverage</b>	<b>Limit of Insurance</b>
1	Holiday	Residential Building	Building	\$4,464,100
2	Holiday	Residential Building	Building	\$4,464,100
3	Holiday	Bath/Pool House	Building	\$71,059
3	Holiday	Bath/Pool House	Personal Property	\$5,000
4	Holiday	Pool	Building	\$173,200

## POLICY FORMS DECLARATIONS

Form Number	Form Date	Form Description
TSIC 70 02	08/20	Signature Page
TSIC CIU CM 014D	11/13	Commercial Difference in Conditions Declarations
CIU0100FL	03/08	Surplus Lines Statement
TSIC CIU IL 005	10/12	Service of Suit Clause
TSIC CIU IL 031	05/20	Cancellation And Nonrenewal Endorsement
IL0003	09/08	Calculation of Premium
IL0017	11/98	Common Policy Conditions
TRIA Disclosure	09/12	Policyholder Disclosure Notice of Terrorism Insurance Coverage And Cap On Losses
TSIC CIU IL 015	11/13	Nuclear, Biological Or Chemical Exclusion
TSIC CIU IL 016	11/13	Terrorism Exclusion
TSIC CIU CM 020	11/13	Difference in Conditions Coverage Form
TSIC CIU CM 019	11/13	Broad Ordinance or Law Specified Perils Coverage Form
CM0001	09/04	Commercial Inland Marine Conditions
CM0116	09/00	FL Changes - Loss Payment
IL0175	09/07	FL Changes - Legal Action
TSIC CIU CM 002	10/12	Collapse Additional Coverage
TSIC CIU CM 009	10/12	FL Condominium Endorsement
TSIC CIU CM 003	10/12	Earth Movement Exclusion
TSIC CIU CM 004	10/12	Exclusion of Water
TSIC CIU CM 017	10/12	Plumbing Device And Air Conditioning
TSIC CIU CM 008	10/12	Mediation
TSIC CIU CM 006	10/12	Occurrence Limit of Liability
TSIC CIU CM 007	10/12	Existing Damage Exclusion
IH8001	07/99	Exclusion of Property In Transit
IL0935	07/02	Exclusion of Certain Computer Related Losses
TSIC CIU CM 016	11/12	Limitation of Fungi, Wet Rot, Dry Rot And Microbe Coverage





## **TRISURA SPECIALTY INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **SERVICE OF SUIT CLAUSE**

Service of Suit: In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's 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 or process in such suit may be made upon Counsel, Legal Department, Trisura Specialty Insurance Company, 210 Park Avenue, Suite 1400, Oklahoma City, OK 73102-5636 or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal. Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any -beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.





POLICY NUMBER:

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

## **CANCELLATION AND NONRENEWAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS INCOME COVERAGE FORM – WITH EXTRA EXPENSE  
BUSINESS INCOME COVERAGE FORM – WITHOUT EXTRA EXPENSE  
COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE  
POLICY  
DIFFERENCE IN CONDITIONS COVERAGE FORM  
DIFFERENCE IN CONDITIONS COVERAGE FORM – NAMED PERILS  
HOMEOWNERS ASSOCIATIONS DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES LIABILITY  
INSURANCE POLICY  
LIQUOR LIABILITY COVERAGE FORM  
ENVIRONMENTAL INSURANCE POLICY**

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

### **2. Cancellation Of Policies In Effect**

#### **a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a)** A material misstatement or misrepresentation; or
  - (b)** A failure to comply with the underwriting requirements established by the insurer.

#### **b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium
- (2)** The policy was obtained by a material misstatement;

- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.
- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (7) On the basis of filing of claims for partial loss caused by sinkhole damage, or on the basis of the risk associated with the occurrence of such a claim, if:
  - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
  - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
- (8) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

**B.** Paragraph 3. Of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

**C.** Paragraph 5. Of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

**D.** The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

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

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

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

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE AND  
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act (the "Act") effective December 26, 2007, the definition of act of terrorism has changed. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \_\_\_\_\_, and does not include any charges for the portion of losses covered by the United States government under the Act.

If your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown above includes an amount attributable to the insurance provided pursuant to that statutory standard fire policy, which cannot be rejected.

That amount is \$ \_\_\_\_\_

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.

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**REJECTION OF FEDERAL TERRORISM INSURANCE COVERAGE**

- I hereby **elect** to purchase the federal terrorism insurance coverage for the premium of \$
  
- I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

\_\_\_\_\_  
Applicant/Named Insured  
Signature or  
Authorized Signature

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BY RECEIPT OF THIS NOTICE YOU HAVE BEEN NOTIFIED, UNDER THE ACT THAT COVERAGE UNDER THIS POLICY FOR ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE. YOU HAVE ALSO BEEN NOTIFIED OF THE PORTION OF YOUR PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

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

**NUCLEAR, BIOLOGICAL OR CHEMICAL EXCLUSION  
(EXCEPTION COVERING CERTAIN FIRE LOSSES)**

**This endorsement modifies insurance provided under this Policy**

**SCHEDULE**

The Exception Covering Certain Fire Losses applies to property located in the following state(s), if covered under the indicated Policy:

<b>State(s)</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations for this Policy.

In consideration of the premium charged, it is agreed that:

**A.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

**1.** That involve the following or preparation for the following:

- a.** Use or threat of force or violence; or
- b.** Commission or threat of a dangerous act; or
- c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

**2.** When one or both of the following applies:

- a.** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b.** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**B.** The following exclusion is added:

**Exclusion Of Terrorism**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

**C. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

**D. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **B.1.** or **B.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



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

**TERRORISM EXCLUSION  
(EXCEPTION COVERING CERTAIN FIRE LOSSES)**

**This endorsement modifies insurance provided under this Policy**

**SCHEDULE**

The Exception Covering Certain Fire Losses applies to property located in the following state(s), if covered under the indicated Policy:

<b>State(s)</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations for this Policy.

In consideration of the premium charged, it is agreed that:

- A.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- B.** The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this item **B.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

#### **C. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

#### **D. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **B.1.** or **B.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



TRISURA SPECIALTY INSURANCE COMPANY

## DIFFERENCE IN CONDITIONS COVERAGE FORM

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

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

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

### A. Coverage

We will pay for loss of or damage to Covered Property from any of the Covered Causes of Loss.

#### 1. Covered Property

Covered Property, as used in this coverage form, means the type of property described in this paragraph, **A.1.**, and limited in Paragraph **A.2**. Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property:

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

- (1)** Completed additions;
- (2)** Fixtures, including outdoor fixtures;
- (3)** Permanently installed machinery and equipment;
- (4)** Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a)** Fire extinguishing equipment;
  - (b)** Outdoor furniture;
  - (c)** Floor coverings; and
  - (d)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; and
- (5)** If not covered by other insurance:
  - (a)** Additions under construction, alterations and repairs to the building or structure; and
  - (b)** Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

**b.** Your Business Personal Property:

- (1)** While in transit; or
- (2)** Located in or on the building described in the Declarations or in the open (or within a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations:
  - (a)** Furniture and fixtures;
  - (b)** Machinery and equipment;
  - (c)** "Stock";
  - (d)** All other personal property owned by you and used in your business;
  - (e)** Labor, materials or services furnished or arranged by you on personal property of others;
  - (f)** Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
    - (i)** Made a part of the building or structure you occupy but do not own; and
    - (ii)** You acquired or made at your expense but cannot legally remove; and
  - (g)** Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

**c.** Personal property of others that is:

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

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

## 2. Property Not Covered

Covered Property does not include:

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

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (2) Vehicles or self-propelled machines, other than autos, you hold for sale; or
- (3) Rowboats or canoes out of water at the described premises; or

- o. The following property while outside of buildings:

- (1) Grain, straw or other crops; or
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants).

## 3. Covered Causes Of Loss

Covered Causes of Loss means Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

## 4. Additional Coverages

### a. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) The amount we pay for the direct physical loss or damage to Covered Property is 25% of:
  - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
  - (b) The deductible in this policy applicable to that loss or damage.
- (3) This Additional Coverage does not apply to costs to:
  - (a) Extract "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.

### b. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

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

No deductible applies to this Additional Coverage.

**c. Preservation Of Property**

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

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

**d. Pollutant Cleanup And Removal**

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

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

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

The limit for this Additional Coverage is in addition to the Limit of Insurance.

**e. Limited Coverage For "Fungi", Wet Rot And Dry Rot**

- (1) The coverage described in Paragraphs (2) and (5) only applies when "fungi", or wet or dry rot is the result of one or more of the Covered Causes of Loss, except fire or lightning, that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after the time of the occurrence.
- (2) We will pay for loss or damage to Covered Property by "fungi", or wet or dry rot. As used in this Limited Coverage, the term loss or damage means:
  - (a) Direct physical loss or damage to Covered Property caused by "fungi", or wet or dry rot, including the cost of removal of the "fungi", or wet or dry rot;
  - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", or wet or dry rot; and
  - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", or wet or dry rot is present.
- (3) Unless a higher Limit of Insurance for this coverage is shown in the Declarations, the most we will pay is \$15,000 for loss or damage to Covered Property. Regardless of the number of claims, this Limit of Insurance is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", or wet or dry rot, we will not pay more than a total of \$15,000 even if the "fungi", or wet or dry rot continues to be present or active, or recurs, in a later policy period.

If the Declarations indicate that the Separate Locations Option applies, then the amount of coverage (\$15,000, unless a higher amount is shown in the Declarations) is made applicable to separate locations as described in the Declarations. For each location so described, the amount of coverage is an annual aggregate limit, subject to the terms set forth above in this Paragraph (3).

- (4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", or wet or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", or wet or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", or wet or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- (5) The following, (5)(a) or (5)(b), applies only if Business Income and/or Extra Expense Coverage applies and only if the suspension of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- (a) If the loss which resulted in "fungi", or wet or dry rot does not in itself necessitate a suspension of "operations" but such suspension is necessary due to loss or damage to property caused by "fungi", or wet or dry rot, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days, or the number of days shown in the Declarations. The days need not be consecutive.

- (b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", or wet or dry rot but remediation of "fungi", or wet or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days, or the number of days shown in the Declarations. The days need not be consecutive.

## 5. Coverage Extensions

### a. Newly Acquired Or Constructed Property

- (1) You may extend the insurance that applies to building to apply to:
- (a) Your new building while being built on the described premises; and
  - (b) Buildings you acquire at locations, other than the described premises, intended for:
    - (i) Similar use as the building described in the Declarations; or
    - (ii) Use as a warehouse.

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

- (2) You may extend the insurance that applies to your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

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

- (3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

**b. Valuable Papers And Records – Cost Of Research**

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

You may extend the insurance that applies to your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is \$2,500 at each described premises, unless a higher limit is shown in the Declarations.

**B. Exclusions**

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

**a. Governmental Action**

Seizure or destruction of property by order of governmental authority.

**b. Nuclear Hazard**

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

**c. War And Military Action**

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

**d. Fungi, Wet Rot And Dry Rot**

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

But if "fungi", or wet or dry rot results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

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

**e. Virus, Bacterium Or Other Microorganism**

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, does not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

This exclusion applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover business income, extra expense or action of civil authority.

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

2. We will not pay for loss or damage caused by or resulting from any of the following:
  - a. Fire, lightning, windstorm, hail, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, and sprinkler leakage. This exclusion does not apply to sprinkler leakage if the Underlying policy excludes sprinkler leakage..
  - b. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.
  - c. Delay, loss of use, loss of market or any other consequential loss.

- d. Mechanical breakdown.
- e. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
  - (1) Electrical or electronic wire, device, appliance, system or network; or
  - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.
- f. Wear and tear; rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself.
- g. Settling, cracking, shrinkage or expansion.
- h. Shortage found upon taking inventory.
- i. Unexplained disappearance.
- j. Marring or scratching of personal property.
- k. Nesting or infestation, or discharge or release of waste products or secretions by insects, vermin, birds, rodents or other animals.
- l. Dishonest or criminal act committed by:
  - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
  - (2) A manager or a member if you are a limited liability company;
  - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
  - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

- m. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- n. Unauthorized instructions to transfer property to any person or to any place.

- o. Rain, snow, ice or sleet to personal property in the open.
  - p. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the Covered Causes of Loss. But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a Covered Cause of Loss not otherwise excluded, we will pay for the loss or damage caused by that Covered Cause of Loss.
  - q. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Acts or decisions, including the failure to act or decide of any person, group, organization or governmental body.
  - b. Faulty, inadequate or defective:
    - (1) Planning, zoning, development, surveying, siting;
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) Materials used in repair, construction, renovation or remodeling; or
    - (4) Maintenance;
      - of part or all of any property wherever located.
  - c. Rust or other corrosion, dampness, dryness or extremes of temperature.
4. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extension.

### C. Limits Of Insurance

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

- 1. Separate Limits of Insurance are shown in the Declarations for Earthquake and "Water Damage".



2. The limits applicable to:
  - a. The Coverage Extensions; and
  - b. Additional Coverage **A.4.d.** Pollutant Cleanup And Removal;
 are in addition to the Limit of Insurance.

3. Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- a. Debris Removal **A.4.a.**, but if:
  - (1) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
  - (2) The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional \$10,000 for each location in any one occurrence under the Debris Removal Additional Coverage;

- b. Fire Department Service Charge **A.4.b.**; or
- c. Preservation Of Property **A.4.c.**

#### D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

Specific deductibles apply to:

1. "Water Damage"; and
2. Earthquake.

All earthquake shocks that occur within a 168-hour period following the earthquake will constitute a single earthquake occurrence.

#### E. Additional Conditions

1. The **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

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

- a. At actual cash value as of the time of loss or damage, except as provided in Paragraphs **b.**, **c.**, **d.**, **e.** and **f.** below.
- b. If the cost to repair or replace the damaged building is \$2,500 or less, we will pay the cost of building repairs or replacement.

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

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
- (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
  - (1) Actual cash value of the lost or damaged property if you make repairs promptly.
  - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (b) Divide the amount determined in Paragraph (a) by the number of days from the installation of improvements to the expiration of the lease.
 If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in the procedure.
  - (3) Nothing if others pay for repairs or replacement.
- f. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
  - (1) Blank materials for reproducing the records; and
  - (2) Labor to transcribe or copy the records when there is a duplicate;
 except as provided in the Coverage Extension.

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

**a. Underlying Insurance**

(1) The insurance afforded by each policy of underlying insurance described in the Declarations will be maintained for the full term of this insurance. As each policy expires you will renew it at limits and for causes of loss equal to or greater than the expiring limits and causes of loss.

(2) If you fail to comply with the provisions in Paragraph (1), we will pay only to the extent that we would have paid had you complied with the requirements in Paragraph (1).

**b. Coverage Territory**

We cover property wherever located within:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

**c. Protective Safeguards**

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to keep the protective safeguards:

(1) In working condition at a location; and

(2) In operation when you are closed to business;

coverage for which the protective safeguards apply is automatically suspended at that location. This suspension will last until equipment or services are back in operation.

**F. Optional Coverage**

**Replacement Cost**

1. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the **Valuation** General Condition of the Commercial Inland Marine Conditions.

2. This Optional Coverage does not apply to:

a. Personal property of others;

b. Contents of a residence;

c. Manuscripts;

d. Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

e. "Stock", unless the including "stock" option is shown in the Declarations.

3. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

4. We will not pay on a replacement cost basis for any loss or damage:

a. Until the lost or damaged property is actually repaired or replaced; and

b. Unless the repairs or replacement is made as soon as reasonably possible after the loss or damage.

5. We will not pay more for loss or damage on a replacement cost basis than the least of **a.**, **b.** or **c.**, subject to Paragraph **6.** below:

a. The Limit of Insurance applicable to the lost or damaged property;

b. The cost to replace, on the same premises, the lost or damaged property with other property:

(1) Of comparable material and quality; and

(2) Used for the same purpose; or

c. The amount you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in Paragraph **b.** is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

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

**G. Definitions**

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

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

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



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**BROAD ORDINANCE OR LAW  
SPECIFIED PERILS COVERAGE FORM**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM**

**SCHEDULE\***

Bldg. No./Prem. No.	Coverage A	Coverage B Limit Of Insurance	Coverage C Limit Of Insurance	Coverage A B And C Blanket Limit Of Insurance	
_____/_____ _____/_____ _____/_____	<input type="checkbox"/>	\$	\$	\$	**
_____/_____ _____/_____ _____/_____	<input type="checkbox"/>	\$	\$	\$	**
_____/_____ _____/_____ _____/_____	<input type="checkbox"/>	\$	\$	\$	**
* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.					
** Do <b>not</b> enter a Blanket Limit of Insurance if individual Limits of Insurance are selected for Coverages <b>B</b> and <b>C</b> , or if one of these Coverages is not applicable.					

In consideration of the premium charged, it is agreed that:

**A.** Each Coverage – Coverage **A**, Coverage **B** and Coverage **C** – applies only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the Building property identified for that Coverage(s) in the Schedule.

**B. Application of Coverage(s)**

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

**1. Ordinance or Law:**

- a. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c. Is in force at the time of loss.

2.
  - a. The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
  - b. The building sustains direct physical damage cause by one or more of the "Specified Perils" and there is compliance with the following:
    - (1) A claim is submitted to the insurance company that provides coverage for the "Specified Perils" that caused the loss;
    - (2) The insurance company makes a payment that provides coverage for the "Specified Perils" that caused the loss; and
    - (3) We are notified of such loss at the same time notification is provided to the insurance company that provides the coverage for the "Specified Perils" that caused the loss.
  - c. The building sustains both direct physical damage that is covered under the above paragraphs **a.** and **b.** of Section **B.2.** and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of ordinance or law.
  - d. However, if building sustains direct physical damage other than as described in **B.2.a.**, **B.2.b.** or **B.2.c.** above, and such damage is the subject of the ordinance or law, then this endorsement will not provide any coverage.
3.
  - a. In the situation described in **B.2.c.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement and will instead pay a proportion of such loss. The proportion of such loss will be the proportion that the covered direct physical damage bears to the total direct physical damage.

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

**b. Proportionate Loss Payment Example**

For an example of proportionate Loss Payment for Ordinance or Law Coverage Losses (procedures as set forth in the above Paragraph **a.** of Section **B.3.** of this endorsement.), assume the following:

- (1) Part of the loss is the result of a Covered Cause of Loss; Part of the loss is the result of an excluded Cause of Loss
- (2) Building value is \$350,000
- (3) Total direct physical damage to building: \$200,000
- (4) The ordinance or law in this jurisdiction is enforced when the building damage equals or exceeds 50% of the building's value
- (5) Portion of direct physical damage that is covered (caused by a covered Cause of Loss): \$50,000

(6) Portion of direct physical damage not covered (Caused by an excluded Cause of Loss): \$150,000

(7) Loss under Ordinance or Law Coverage **C** of this endorsement: \$100,000

**Step 1:** Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$50,000 / \$200,000 = .25$$

**Step 2:** Apply that proportion to the Ordinance or Law loss.

$$\$100,000 \times .25 = \$25,000$$

The above example indicates that the most we will pay under this endorsement for the Coverage **C** loss is \$25,000, subject to the applicable Limit of Insurance and any other applicable provisions. The same procedure would apply to losses under Coverages **A** and **B** of this endorsement.

**C.** We will not pay under this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

**D. Coverage**

**1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building**

If a Covered Cause of Loss occurs to covered Building property, we will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that requires the demolition of undamaged parts of the same building.

**2. Coverage B – Demolition Cost Coverage**

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

If the Coverage Form contains a Coinsurance provision, the provision does not apply to Demolition Cost Coverage.

**3. Coverage C – Increased Cost Of Construction Coverage**

**a.** If a Covered Cause of Loss occurs to the covered Building property, we will pay for the increased cost to:

(1) Repair or reconstruct damaged portions of that Building property; and/or

- (2) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

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

If the Coverage Form contains a Coinsurance provision, the provision does not apply to Increased Cost of Construction Coverage.

- b. When covered Building property is damaged or destroyed by a Covered Cause of Loss and Coverage **C** applies to that property in accordance with Paragraph **3.a.**, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in Paragraph **3.a.**:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in Paragraphs (1) through (4) are deleted from Property Not Covered, but only with respect to the coverage described in this Paragraph b.

#### **E. Loss Payment**

1. Unless Paragraph **E.4.** applies, when there is a loss to the building, including loss in value of the undamaged portion of the building due to enforcement of an ordinance or law to which Coverage **A** applies, will be determined as follows:
  - a. If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
    - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured;
    - (2) The Limit of Insurance shown for Coverage **A** in the Schedule above;
    - (3) The difference between the Limit of Insurance and the amount paid for the direct physical damage to the building under this policy or under another policy in regards to the "Specified Perils"; or
    - (4) \$

- b. If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
  - (1) The actual cash value of the building at the time of loss;
  - (2) The Limit of Insurance shown for Coverage **A** in the Schedule above;
  - (3) The difference between the Limit of Insurance and the amount paid for the direct physical damage to the building under this policy or under another in regards to the "Specified Perils"; or
  - (4) \$
- 2. Unless Paragraph **E.4.** applies, loss payment under Coverage **B** – Demolition Cost Coverage will be determined as follows:
 

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

  - a. The amount you actually spend to demolish and clear the site of the described premises; or
  - b. The applicable Limit of Insurance shown for Coverage **B** in the Schedule.
- 3. Unless Paragraph **E.4.** applies, loss payment under Coverage **C** – Increased Cost of Construction Coverage will be determined as follows:
  - a. We will not pay under Coverage **C**:
    - (1) Until the property is actually repaired or replaced, at the same or another premises; and
    - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:
    - (1) The increased cost of construction at the same premises; or
    - (2) The applicable Limit of Insurance shown for Coverage **C** in this endorsement's schedule.
  - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:
    - (1) The increased cost of construction at the new premises; or
    - (2) The applicable Limit of Insurance shown for Coverage **C** in this endorsement's Schedule.
- 4. If a Blanket Limit of Insurance is shown for Coverages **A**, **B**, and **C** in the Schedule, Paragraphs **E.1**, **E.2.** and **E.3.** of this endorsement do not apply with respect to the Building property that is subject to the Blanket Limit, and the following loss payment provisions apply instead:



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

- a.** With respect to the Undamaged Portion of the Building:
    - (1)** If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the amount you would actually spend the repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same height, floor area, style and comparable quality of the original property insured.
    - (2)** If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the actual cash value of the building at the time of loss.
  - b.** For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
  - c.** With respect to the Increased Cost of Construction:
    - (1)** We will not pay for the increased cost of construction:
      - (a)** Until the property is actually repaired or replaced, at the same or another premises; and
      - (b)** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
    - (2)** If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
    - (3)** If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- F.** The terms of this endorsement apply separately to each building to which this endorsement applies.
- G.** Under this endorsement we will not pay for loss due to any ordinance or law that:
- 1.** You were required to comply with before the loss, even if the building was undamaged; and
  - 2.** You failed to comply with.
- H.** With respect to the Radio And Television Towers And Equipment Coverage Form, the following definition is added:

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

**I. Definitions**

"Specified Perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, falling objects, or weight of snow, ice or sleet.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

## COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

#### C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

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

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

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

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

#### D. Insurance Under Two Or More Coverages

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

#### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

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

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

#### **F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### **G. Pair, Sets Or Parts**

##### **1. Pair Or Set**

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

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

##### **2. Parts**

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

#### **H. Recovered Property**

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

#### **I. Reinstatement Of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

#### **J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

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

This will not restrict your insurance.

#### **GENERAL CONDITIONS**

##### **A. Concealment, Misrepresentation Or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

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

##### **B. Control Of Property**

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

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

##### **C. Legal Action Against Us**

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

- 1. There has been full compliance with all the terms of this Coverage Part; and
- 2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

**D. No Benefit To Bailee**

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

**E. Policy Period, Coverage Territory**

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

**F. Valuation**

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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

## **FLORIDA CHANGES – LOSS PAYMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL INLAND MARINE COVERAGE PART

Paragraph **5.** of Loss Condition **E. Loss Payment** in the Commercial Inland Marine Conditions is replaced by the following:

- 5.** Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within:
  - a.** 20 days after we receive the sworn proof of loss and reach written agreement with you; or

- b.** 30 days after we receive the sworn proof of loss and:

- (1)** There is an entry of final judgment; or
- (2)** There is a filing of an appraisal award with us.

This endorsement does not apply to the Mail Coverage Form.

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

## **FLORIDA CHANGES – LEGAL ACTION AGAINST US**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART

The following replaces the second paragraph of the **Legal Action Against Us** Condition:

### **LEGAL ACTION AGAINST US**

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



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**AMENDMENT OF DIFFERENCE IN CONDITIONS  
COVERAGE FORM - COLLAPSE**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM**

Section **A. Coverage** is amended to include the following:

**4. Additional Coverages**

**f. Collapse**

- (1)** We will pay for direct physical loss or damage caused by “collapse” of a building insured under this policy, if the “collapse” is caused by one or more of the following:
  - (a)** The “specified cause of loss” or breakage of building glass, but only as insured against under this policy;
  - (b)** Hidden decay;
  - (c)** Insect or vermin damage that is hidden from view;
  - (d)** Weight of people or personal property;
  - (e)** Weight of rain collecting on a roof;
  - (f)** Use of defective material or methods in construction, remodeling or renovation, if the abrupt “collapse” occurs during the course of construction, remodeling or renovation.
- (2)** With respect to the following property:
  - (a)** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
  - (b)** Awnings, gutters and downspouts;
  - (c)** Yard fixtures;
  - (d)** Outdoor swimming pools;



- (e) Fences;
- (f) Bulkheads, pilings, piers, wharves and docks;
- (g) Beach or diving platforms or appurtenances;
- (h) Retaining walls; and
- (i) Walks, roadways and other paved surfaces;

If the collapse is caused by a cause of loss listed in **4.f. (1)(b)** through **4.f.(1)(f)**, we will only pay for a loss to that property if:

- (a) Such loss or "damages" is a direct result of the "collapse" of a building insured under this policy; and
- (b) The property is covered under this policy.

(3) **"Collapse"** means an abrupt or complete falling down or caving of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose. When a building or any part of a building is in imminent danger of "collapse" it is not considered to be in a state of "collapse". A building or any part of a building that is standing is not considered to be in a state of "collapse" even if it:

- (a) Has separated from another part of a building; or
- (b) Shows evidence of decay, insect, or vermin damage, bulging, cracking, sagging, bending, leaning, settling, shrinkage or expansion.

(4) **"Specified causes of loss,"** means the following, but only to the extent these Causes of Loss are covered causes of loss under this policy and notwithstanding that any of the following may otherwise be excluded under Section **B. Exclusions**:

- (a) Explosion;
- (b) Vehicles;
- (c) Vandalism;
- (d) Excluding an automatic sprinkler system, leakage from fire extinguishing equipment;
- (e) Falling objects, however, the following exceptions apply:
  - (1) Personal property in the opening; or
  - (2) The interior of a building or structure, or property, inside a building or structure, unless the roof or an outside wall of the building is first damaged by the falling object.
- (f) Weight of snow, ice or sleet;
- (g) Water damage, meaning the accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**AMENDMENT OF DIFFERENCE IN CONDITIONS  
COVERAGE FORM – FLORIDA CONDOMINIUMS**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM**

1. Paragraph **a.** of Section **A. COVERAGE, 1. Covered Property** is deleted and replaced by the following:
  - a. Building, meaning the building or structure described in the Declarations, including:
    - (1) Additions, alterations and repairs;
    - (2) Fixtures that are outside the individual units, including outdoor fixtures;
    - (3) Permanently installed machinery and equipment;
    - (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
      - (a) Fire extinguishing equipment;
      - (b) Outdoor Furniture;
      - (c) Floor coverings; and
      - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not located within individual units;
    - (5) If not covered by other insurance:
      - (a) Any additions to the building or structure that are under construction;
      - (b) Any alterations or repairs to the building or structure; and
      - (c) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure;

- (6) Air conditioning and heating equipment, including air condition compressors, used to service the building or structure including individual units and limited common elements;
- (7) Any other portion of the condominium property located outside of individual units; and
- (8) Additional property as described in the Schedule or in the Declarations.
- b.** But building does not include:

  - (1) Any personally property within individual units or limited common elements except as provided in Paragraph **A.1.a.(6)** of this endorsement;
  - (2) Floor coverings, wall coverings and ceiling coverings within individual units or limited common elements;
  - (3) Electrical fixtures, water heaters, water filters, window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, and built-in cabinets and countertops which are located within an individual unit or limited common elements;
  - (4) Any of the following types of property contained inside individual units:

    - (a) Fixtures, installations, additions, 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;
  - (5) Improvements or additions to the condominium property that do not benefit all unit-owners, unless otherwise endorsed to the policy.
- 2. With respect to the coverage proved under this Coverage Form, such coverage will be provided for all portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.
- 3. With respect to Replacement Cost coverage as provided under this Coverage Form, the property described in Paragraph **A.1.a.(6)** of this endorsement is not considered to be the personal property of others.



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**AMENDMENT OF DIFFERENCE IN CONDITIONS  
COVERAGE FORM - EARTH MOVEMENT  
EXCLUSION**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM**

1. The following is added to Section **B. Exclusions**, Paragraph 2.:

**r. Earth Movement**

- (1) Earthquake and any earth sinking, rising or shifting related to such earthquake;
- (2) Landslide, including any earth sinking, rising or shifting related to such an event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Volcanic eruption, explosion or effusion. Volcanic Action meaning direct loss or damage resulting from the eruption of a volcano when loss or damage is caused by:
  - (a) Airborne volcanic blast or airborne shock waves;
  - (b) Ash, dust or particulate matter; or
  - (c) Lava flow
- (5) Earth sinking, including "**sinkhole collapse**", rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of reality. Soils conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

For the purpose of this Exclusion, "**Sinkhole collapse**" means loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone, dolomite or similar rock formations.



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**AMENDMENT OF DIFFERENCE IN CONDITIONS  
COVERAGE FORM - WATER AND FLOOD  
EXCLUSION**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM**

1. The following is added to Section **B. Exclusions**, Paragraph 2.:

**s. Water and Flood**

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



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**AMENDMENT OF DIFFERENCE IN CONDITIONS  
COVERAGE FORM – PLUMBING DEVICE AND AIR  
CONDITIONING**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM**

1. Exclusion 2. f. of Paragraph B. **EXCLUSIONS** is deleted and replaced by the following:
  - f. Wear and tear; rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself. However, this exclusion does not apply to any water damage directly caused by a plumbing device or air conditioning.



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**MEDIATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL INLAND MARINE CONDITIONS**

1. Paragraph **B. APPRAISAL** is deleted in its entirety and replaced with the following:

**B. MEDIATION**

If you and we fail to agree on the amount of loss, either may request a mediation of the loss only if:

1. The loss amount is \$500 or more, prior to the application of the deductible; or
2. The difference between our offered loss settlement amount and your loss settlement amount request is \$500 or more.

The settlement amount resulting from a mediation is final and binding only if both parties agree, in writing, on such settlement, and you have not rescinded the settlement within three (3) business days after the settlement was reached. Once you have deposited or cashed the settlement check provided by us, you may not rescind the settlement to which that check applies.

We will pay any cost associated with a scheduled mediation conference except when you fail to appear at that scheduled mediation. When you fail to appear at a scheduled mediation conference, the mediation conference will be rescheduled upon your payment of the mediator's fee for that rescheduled mediation conference. However, if we fail to appear at a scheduled mediation conference, we will pay the actual cash expenses you incur in attending such scheduled mediation conference and we will also pay the mediator's fee for the rescheduled mediation conference.



TRISURA SPECIALTY INSURANCE COMPANY

POLICY NUMBER:

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

## **AMENDMENT OF DIFFERENCE IN CONDITIONS COVERAGE FORM – LIMIT OF LIABILITY (OCCURRENCE)**

This endorsement modifies insurance provided under the following:

### **DIFFERENCE IN CONDITIONS COVERAGE FORM**

1. Section **C. Limits of Insurance** is amended to include the following:
  4. The Limit of Insurance stated shown in the Declarations as applicable to each “occurrence” is the total limit of our liability, regardless of the number of involved locations.

For the purpose of this endorsement, “occurrence” means any one loss or disaster or series of losses or disasters, arising out of a single event.

An “occurrence” where loss or losses is from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism or malicious mischief, is limited to all losses which occur during a continuous period of seventy-two (72) hours. When filing proof of loss, you may determine the point of time at which the seventy-two (72) hour period began, but this point in time shall not be earlier than the first loss to the covered property.





**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**AMENDMENT OF DIFFERENCE IN CONDITIONS  
COVERAGE FORM – EXISTING DAMAGE  
EXCLUSION**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM**

1. The following is added to Section **B. Exclusions**:

5. We will not pay for any loss or damage that existed prior to the policy period. This existing damage exclusion applies regardless of whether such loss or damage was apparent at the inception of this policy or at a later date.

The existing damage exclusion also applies to any loss or damage caused by or resulting from any workmanship, repairs and/or lack of repairs which occurred prior to the policy period.

The policy does not provide any loss or damage to structures covered by your prior policy until such loss or damage to the structures has been fully repaired. Prior to the completion of such repairs, we will pay:

- a. The actual cash value of the property at the time a covered loss occurred during this policy period; or
- b. The cost of repairing the property to its prior state at which it existed when the covered loss occurred, provided that such repairs have been made,

whichever is greater.

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

## **EXCLUSION OF PROPERTY IN TRANSIT**

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM

Section **A. Coverage** is amended as follows:

Paragraph **A.1.b.(1)** is deleted.

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

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

This endorsement modifies insurance provided under the following:

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

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

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

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



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**AMENDMENT OF DIFFERENCE IN CONDITIONS  
COVERAGE FORM - LIMITATION OF FUNGI, WET  
ROT, DRY ROT AND MICROBE COVERAGE**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM**

1. Exclusion **d.** of Section **B. Exclusions**, Paragraph **1.** and Exclusion **f.** of Section **B. Exclusions**, Paragraph **2.** are deleted in their entirety and replaced with the following:
  - d.** Presence, growth, proliferation, spread or any activity of “fungi”, wet or dry rot or “microbes”.

This exclusion does not apply when “fungi”, wet or dry rot, or “microbes” result from a covered peril under this policy. When “fungi”, wet or dry rot, or “microbes” result from a covered peril under this policy, we will pay for any loss or damage caused by that covered peril up to the sub-limits of liability shown on the Commercial Difference In Conditions Declarations Page applicable to this policy.

  - f.** Wear and tear, corrosion, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself.
2. For the purpose of this endorsement, the following definitions apply:
  - a.** “Fungi” means any type or form of fungus including, but not limited to, mold, yeast, mildew, rust, smut or mushrooms, mycotoxins, spores, scents or any other substances, products or by-products produced by, released by, or arising out of the current or past presence of fungi.
  - b.** “Microbes” means any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease. “Microbes” include any mycotoxins, spores, scents or any other substances, products or by-products produced by, released by or arising out of the current or past presence of microbes.