

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AmRISC PROPERTY ENDORSEMENT

WITH RESPECT TO THE COVERAGE PROVIDED BY ALL UNDERWRITERS, CARRIERS AND INSURERS OF THIS POLICY, THE FOLLOWING CLAUSES SHALL APPLY:

This endorsement modifies insurance provided under the following forms (if attached to this policy):

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
BUILDERS RISK COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM  
EXTRA EXPENSE COVERAGE FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
CAUSES OF LOSS – SPECIAL FORM  
STANDARD PROPERTY POLICY

Throughout this Policy, the word "Assured" shall be synonymous with "Insured"; the words "we", "us", "our", shall be synonymous with "Underwriters", "Insurers" and "Company"; the word "Certificate" shall be synonymous with "Policy", the word "Schedule" shall be synonymous with "Declarations", the word "peril" shall be synonymous with "cause of loss", and the term "limit of liability" is synonymous with "limit of insurance".

- I. The following changes are made to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, CONDOMINIUM ASSOCIATION COVERAGE FORM CP 00 17, BUILDERS RISK COVERAGE FORM CP 00 20, BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM CP 00 32, BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30, EXTRA EXPENSE COVERAGE FORM CP 00 50 and STANDARD PROPERTY POLICY CP 00 99:
  - A. Under Section A.4. Additional Coverages of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM, BUILDERS RISK COVERAGE FORM and STANDARD PROPERTY POLICY, the following replaces the Debris Removal Additional Coverage:

### **Debris Removal**

**NMA 2340 11/24/1988 (USA date) - amended**

THIS CLAUSE CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Clause shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations, and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
  - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and

- (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
- 2. In calculating the amount, if any, payable under the Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
  - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 25% (twenty-five percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
  - (b) the amount of such costs or expenses limited in (a) above shall be added to:
    - (i) the amount of the Damage or Destruction; and
    - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

B. The following replaces the first paragraph of, Section C. Limits of Insurance of BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM, BUILDERS RISK COVERAGE FORM and STANDARD PROPERTY POLICY, and Section B. Limits of Insurance of BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM, BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, and EXTRA EXPENSE COVERAGE FORM:

**Occurrence Limit of Liability  
Form No. AR 2**

It is understood and agreed that the following special terms and conditions apply to this policy.

- 1. The Limit of Liability or Amount of Insurance shown on the face of this policy, or endorsed onto this policy, is the total of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Company exceed this limit or amount irrespective of the number of locations involved.
 

The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to any covered property occurs.
- 2. The premium for this policy is based upon the Statement of Values on file with AmRisc, or attached to this policy.
- 3. In event of loss hereunder, liability of the Company, subject to terms of paragraph one (1) above, shall be limited to the least of the following:
  - a. The actual adjusted amount of loss, less applicable deductibles (s).

- b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest Statement of Values on file with AmRisc, less applicable deductible(s).
    - c. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.
  - 4. Sublimits: Any sublimits provided shall be included within the applicable limits of insurance. Coverage provided by any sublimits does not increase the applicable limits of insurance.
- C. The following are added to Section E. Loss Conditions in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM and BUILDERS RISK COVERAGE FORM, Section G. Loss Conditions in the STANDARD PROPERTY POLICY, and Section C. Loss Conditions in the BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM, BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, and the EXTRA EXPENSE COVERAGE FORM:

**1. Several Liability Clause  
LMA5096 03/08 (Combined Certificate)**

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

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

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA United Kingdom. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Wherever the word Insurers is mentioned in the LMA 5096 (Combined Certificate) this is deemed to also mean reinsured in respect of reinsurance business.

**2. Claims Reporting**

All claims shall be reported by completing an Acord Property Loss Form and e-mailing it to the AmRisc Claims Department:

E-Mail: [claims@amrisc.com](mailto:claims@amrisc.com)

PH: 252-247-8760

Fax: 252-726-2855

**3. Ordinance or Law Coverage Amendment  
04/07**

The insurer(s) shall not be liable for Ordinance or Law coverage, if provided by this policy, unless the covered loss to the insured building equals or exceeds 50% of the Building's total Replacement Cost.

**4. Property Abandoned, Condemned Or In A State Of Disrepair  
06 06**

If at the date of loss to property covered by this policy, the condition of the property prior to the loss is found to be either:

- a. abandoned, or
- b. condemned, or
- c. in a state of disrepair,

then, recovery under this policy for damage from a covered peril/cause of loss is limited to the lesser of:

- (1) the cost to repair at Actual Cash value, or
- (2) the Actual Cash Value of the property prior to the loss, or
- (3) \$10,000.

This limit applies per occurrence and in the annual aggregate and includes any and all applicable additional coverage offered by this policy, such as, but not limited to, debris removal expense.

D. The following are added to Section F. Additional Conditions in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, BUILDERS RISK COVERAGE FORM and CONDOMINIUM ASSOCIATION COVERAGE FORM, Section H. Additional Conditions in the STANDARD PROPERTY POLICY, Section D. Additional Conditions in the BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, and in the added Section E. Additional Conditions in the EXTRA EXPENSE COVERAGE FORM:

**AMRISC Earned Premium  
AR EP 12 02**

- 1. For locations NOT "Exposed to Hurricanes", if you cancel this policy, remove a location or reduce the amount of insurance on a location, the short rate return premium is 90% of applicable pro-rata premium subject to any Minimum Earned Premium stipulations in the policy.
- 2. For locations "Exposed to Hurricanes", if you cancel this policy, remove a location or reduce the amount of insurance on a location and coverage existed any time during the period of June 1<sup>st</sup> to November 1<sup>st</sup> the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the location premium times the Unearned Factor noted below: