



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL

POLICY NUMBER EPP 070 33 98

NAMED INSURED VILLAS AT PROSPECT POINT

PO BOX 2590

ADDRESS

DILLON, CO 80435-2566

(Number & Street,
Town, County,
State & Zip Code)

Previous Policy Number:

NEW

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: EPP 070 33 98

FROM: 01-01-2024

TO: 01-01-2025

Automobile and / or Garage

Policy number:

FROM:

TO:

Agency ARROW INSURANCE MANAGEMENT, INC. 05-057

City FRISCO, CO

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4236	06/20	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP446	08/01	NOTICE TO POLICYHOLDERS
IA325	01/23	WAR EXCLUSION
IA327	07/23	NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4336CO	09/16	COLORADO CHANGES - CANCELLATION AND NONRENEWAL
IA4337CO	10/08	COLORADO CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
IA4338	05/11	SIGNATURE ENDORSEMENT
IA4428CO	09/14	COLORADO CHANGES - CIVIL UNION
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
HC486CO	09/16	COLORADO FORMS
HC487CO	09/16	COLORADO DISCLOSURE FORMS CLAIMS-MADE POLICY
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
USC513	05/10	COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS
HC502	01/18	CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC503	01/18	CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LOCATIONS

<u>LOC.</u>	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
1	1501 POINT DR FRISCO, CO 80443-5608			
2	1503 POINT DR FRISCO, CO 80443-5608			
3	1505 POINT DR FRISCO, CO 80443-5608			
4	1507 POINT DR FRISCO, CO 80443-5951			
5	1509 POINT DR FRISCO, CO 80443-5608			
6	1511 POINT DR FRISCO, CO 80443-5608			
7	1513 POINT DR FRISCO, CO 80443-5608			
8	1515 POINT DR FRISCO, CO 80443-5608			
9	1517 POINT DR FRISCO, CO 80443-5608			
10	1519 POINT DR FRISCO, CO 80443-5952			
11	1521 POINT DR FRISCO, CO 80443-5953			

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **EPP 070 33 98**

Named Insured is the same as it appears on the Common Policy Declarations unless otherwise stated here.

Loc. (address)
 PER STATEMENT OF VALUES ON FILE
 REFER TO IA904

COVERAGE PROVIDED			OPTIONAL COVERAGES Applicable only when an entry is made									
Item	Coverage	Limits	Coin- surance	Covered Cause Of Loss	Business Income Indemnity							
					Inflation Guard (%)	Replace- ment Cost (x)	Replace- ment Cost Ind. Stock (x)	Agreed Value (x)	Monthly Limit (fraction)	Maximum Period (X)	Extended Period (Days)	
	BLANKET BUILDING	37,064,000	100%	SPECIAL								X
1	EQUIPMENT BREAKDOWN											
2	EQUIPMENT BREAKDOWN											
3	EQUIPMENT BREAKDOWN											
4	EQUIPMENT BREAKDOWN											
5	EQUIPMENT BREAKDOWN											
6	EQUIPMENT BREAKDOWN											
7	EQUIPMENT BREAKDOWN											
8	EQUIPMENT BREAKDOWN											
9	EQUIPMENT BREAKDOWN											
10	EQUIPMENT BREAKDOWN											
11	EQUIPMENT BREAKDOWN											

DEDUCTIBLE: \$500.00 unless otherwise stated \$ 25,000

MORTGAGE HOLDER

Item Name and Address

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

- FM101 05/16 BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES OF LOSS)
- FA319 04/21 AMENDMENT OF COVERAGE - CYBER INCIDENT EXCLUSION
- FA4076 05/16 CONDOMINIUM ASSOCIATION PROPERTY COVERAGE ENHANCEMENT
- FA4195 05/22 WATER DAMAGE PER UNIT DEDUCTIBLE WITH OCCURRENCE AGGREGATE
- FA450 05/16 COMMERCIAL PROPERTY CONDITIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WATER DAMAGE PER UNIT DEDUCTIBLE
WITH OCCURRENCE AGGREGATE**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Location	Building	Per Unit Water Damage Deductible	Per Occurrence Aggregate
9	1	5,000	
10	1	5,000	
11	1	5,000	

A. Water Damage Deductible

For the purposes of this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES OF LOSS), SECTION C. DEDUCTIBLE** is amended to include the following:

Per "Unit" Water Damage Deductible

We will not pay for a covered "loss" in any one occurrence in each "unit" at each "premises" caused by or resulting from water damage until the amount of "loss" exceeds the Per "Unit" deductible shown in the Schedule of this endorsement as it applies or the Property Deductible, whichever is greater. However, the deductible shown in the Schedule of this endorsement does not apply to "loss" caused by or resulting from flood or water backup discharged from sewers, drains, septic systems, sump pump systems or related equipment. The maximum per "unit" deductibles we will apply in any one occurrence will not exceed the Occurrence Aggregate shown in the Schedule. If an occurrence aggregate is not listed, the per "unit" deductible will apply without limitation if it exceeds the Property Deductible. For the purposes of this endorsement, "unit" means a separate physical part of the building intended for individual or commercial ownership (as determined by title) or occupancy for which boundaries are defined by the Condominium Association agreement or other legal document.

The deductible applies as follows:

- (1) The Water Damage Per "Unit" Deductible shall apply separately to each "unit".
- (2) If the Water Damage Per "Unit" Deductible applies, the maximum deductible that will apply in any one occurrence will not exceed the Occurrence Aggregate shown in the above schedule.
- (3) When the Water Damage Per "Unit" Deductible does not exceed the Property Deductible, the applicable Property Deductible shown in the Declarations will apply to the "loss".

Example of Deductible Application

6 "units" in a 10-unit building and a common area suffer "loss" from water damage. The property deductible is \$10,000. The per "unit" water damage deductible is \$5,000. The occurrence aggregate is \$25,000.

Scenario (1): The deductibles will apply as follows:

Unit #	Amount of Loss	Per Unit Deductible	Net Claim
1	\$38,000	\$5,000	\$33,000
2	\$4,000	\$5,000	\$0
3	\$48,000	\$5,000	\$43,000
4	\$12,000	\$5,000	\$7,000
5	\$1,000	\$5,000	\$0
6	\$3,000	\$5,000	\$0
Common Area	\$20,000	\$10,000 property deductible (if applicable)	\$20,000
Total	\$126,000	\$23,000	\$103,000

A \$23,000 deductible is applied to this loss as it is less than the occurrence aggregate (\$5,000 + \$4,000 + \$5,000 + \$5,000 + \$1,000 + \$3,000). No other deductible is applied.

The net claim is \$106,000 unit damage + \$20,000 common area damage - \$23,000 per "unit" deductibles = \$103,000

Scenario (2): The deductibles will apply as follows:

Unit #	Amount of Loss	Per Unit Deductible	Net Claim
1	\$38,000	\$5,000	\$33,000
2	\$4,000	\$5,000	\$0
3	\$48,000	\$5,000	\$43,000
4	\$12,000	\$5,000	\$7,000
5	\$11,000	\$5,000	\$6,000
6	\$13,000	\$5,000	\$8,000
Common Area	\$20,000	\$10,000 property deductible (if applicable)	\$20,000
Total	\$146,000	\$29,000 (Subject to \$25,000 occurrence aggregate)	\$121,000

Since the total of the per "unit" deductibles exceeds the occurrence aggregate deductible of \$25,000 (\$5,000 + \$4,000 + \$5,000 + \$5,000 + \$5,000 + \$5,000), a \$25,000 deductible will apply to the loss.

Net claim is \$126,000 unit damage + \$20,000 common area damage - \$25,000 deductible = \$121,000

CinciPlus®
COMMERCIAL PROPERTY XC+®
(EXPANDED COVERAGE PLUS) ENDORSEMENT

SCHEDULE OF COVERAGE LIMITS

<u>Blanket Coverages:</u>	<u>Blanket Coverage Limit:</u>
	\$ 150,000 in total for all loss arising from all Blanket Coverages arising from a single occurrence, except as noted otherwise in the form.
Accounts Receivable	
Debris Removal	
Electronic Data Processing Property (EDP):	
Duplicate and Backup Electronic Data	\$2,000 in addition to the Blanket Coverage Limit
Newly Acquired EDP	\$10,000 in addition to the Blanket Coverage Limit
In Transit or Away From Premises	\$10,000 included in the Blanket Coverage Limit
Worldwide Laptop Coverage	
Ordinance or Law (Increased Construction Costs and Demolition)	
Peak Season	
Personal Property of Others	
Tenant Move Back Expenses	
Valuable Papers and Records	

<u>Other Coverages</u> <u>(not subject to Blanket Coverage Limit):</u>	<u>Limit of Insurance:</u>
Appurtenant Buildings and Structures	\$50,000
Brands and Labels	\$25,000
Business Income and Extra Expense:	\$100,000
Business Income From Dependent Properties	\$50,000 included in the above Limit of Insurance
Interruption of Computer Operations	\$25,000 included in the above Limit of Insurance

<u>Other Coverages</u> (not subject to Blanket Coverage Limit):	<u>Limit of Insurance:</u>
Contract Penalties	\$25,000
Exhibitions, Fairs or Trade Shows	\$50,000
Fences	\$10,000
Fine Arts	\$50,000
Fire Department Service Charge	\$25,000
Fire Protection Equipment Recharge	\$50,000
Fungi, Wet Rot, Dry Rot, and Bacteria - Limited Coverage	\$25,000
Inflation Guard	4% on all Building Property referenced in the Declarations
Inventory or Appraisal	\$25,000
Key and Lock Expense	\$5,000
Leasehold Interest (Tenants Only)	\$25,000
Non-Owned Building Damage:	
Loss caused by theft, burglary or robbery	Up to the Business Personal Property (BPP) Limit of Insurance
Loss by any other Covered Cause of Loss	\$25,000 or the BPP Limit of Insurance (whichever is less)
Ordinance or Law (other than Increased Construction Costs and Demolition)	Subject to the Building Limit of Insurance
Outdoor Property	\$25,000 (\$1,000 for any one tree, shrub or plant)
Paved Surfaces	\$25,000
Personal Effects	\$25,000 (\$1,000 for loss by theft)
Pollutant Clean Up and Removal	\$50,000
Property Off Premises	\$50,000
Rewards	\$25,000
Signs	\$25,000
Temperature Change	\$5,000
Transportation	\$50,000
Underground Property	Subject to the Building Limit of Insurance
Water Backup from Sewers, Drains or Sumps	\$50,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage A)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
1	1	1501 POINT DR FRISCO, CO 80443-5608		250,000	250,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages A, B or C are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving Coverage A, B or C must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
 - a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage A)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
2	1	1503 POINT DR FRISCO, CO 80443-5608		250,000	250,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages A, B or C are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving Coverage A, B or C must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
 - a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage **A**)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
3	1	1505 POINT DR FRISCO, CO 80443-5608		350,000	350,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages **A**, **B** or **C** are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving **Coverage A, B or C** must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
 - a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage **A**)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
4	1	1507 POINT DR FRISCO, CO 80443-5951		250,000	250,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance

A. Coverage Schedule

Coverages **A**, **B** or **C** are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving **Coverage A, B or C** must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
 - a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage **A**)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
5	1	1509 POINT DR FRISCO, CO 80443-5608		350,000	350,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages **A**, **B** or **C** are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving **Coverage A, B or C** must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
 - a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage A)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
6	1	1511 POINT DR FRISCO, CO 80443-5608		350,000	350,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages A, B or C are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving Coverage A, B or C must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
 - a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage **A**)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
7	1	1513 POINT DR FRISCO, CO 80443-5608		250,000	250,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance

A. Coverage Schedule

Coverages **A**, **B** or **C** are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving **Coverage A, B or C** must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2. a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage A)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
8	1	1515 POINT DR FRISCO, CO 80443-5608		250,000	250,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages A, B or C are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving Coverage A, B or C must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
 - a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage **A**)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
9	1	1517 POINT DR FRISCO, CO 80443-5608		250,000	250,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages **A**, **B** or **C** are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving **Coverage A, B or C** must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
 - a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage A)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
10	1	1519 POINT DR FRISCO, CO 80443-5952		350,000	350,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages A, B or C are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving Coverage A, B or C must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2. a. The building sustains direct "loss" that is covered under this Coverage Part and as a result of such damage you are required to comply with the ordinance or law; or
 - b. The building sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.
 - c. But if the building sustains direct "loss" that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct "loss".
3. In the situation described in Paragraph **B.2.b.** above, we will not pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement. Instead, we will pay a proportion of such "loss", meaning the proportion that the covered direct "loss" bears to the total direct "loss". (Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct "loss", alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of "loss" otherwise payable under the terms of **Coverages A, B** and/or **C** of this endorsement.

C. Coverage A, B and C Exclusions

We will not pay under this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with 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.
3. "Loss" due to any ordinance or law that:

- a. You were required to comply with before the "loss", even if the building was undamaged; and
- b. You failed to comply with.

D. Coverage

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct "loss", we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance applicable to the covered building as shown in the Declarations or any Schedule which endorses **Coverage A** to this Coverage Part. **Coverage A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct "loss", we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

3. Coverage C - Increased Cost of Construction Coverage

a. With respect to the building that has sustained covered direct "loss", we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy

as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

- b. When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with Paragraph **3.a.** above, 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 Paragraph **b.(1)** through Paragraph **b.(4)** above are deleted from **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered**, but only with respect to the coverage described in this Paragraph, **3.b.**

E. Loss Payment

1. All following loss payment provisions in Paragraph **E.2.** through Paragraph **E.4.** are subject to the apportionment procedures set forth in Paragraph **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is being repaired or replaced, on the same "premises" or another "premises", we will not pay more than the lesser of:

- (1) The amount you would 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; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

- b. If the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if this **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 direct "loss"; or

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. 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 of this endorsement.

4. 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 "premises" or another "premises"; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", 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 the Schedule of this endorsement.

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 for **Coverage C** in the Schedule of this endorsement.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Proportional Payment Examples

Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Paragraph **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct "loss" to building: \$100,000.
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct "loss" that is covered (caused by wind): \$30,000
- Portion of direct "loss" that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law **Coverage C** of this endorsement: \$60,000.

Step 1:

Determine the proportion that the covered direct "loss" bears to the total direct "loss".

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law "loss".

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the **Coverage C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under **Coverages A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter an "x" to activate Coverage A)

Option I - Specific Locations - Specific Ordinance or Law Coverage

Loc	Bldg	Address	Cov. A	Cov. B Limit of Insurance	Cov. C Limit of Insurance
11	1	1521 POINT DR FRISCO, CO 80443-5953		250,000	250,000

Option II - Blanket or Specific Locations - Blanket Ordinance or Law

- | | Cov. A | Cov. B Blanket
Limit of
Insurance | Cov. C Blanket
Limit of
Insurance |
|--|--------|---|---|
| <input type="checkbox"/> Blanket Buildings
Per Schedule on File | | | |
| or | | | |
| <input type="checkbox"/> Specific Locations | | | |

Loc	Bldg	Address	Cov. A	Cov. B Blanket Limit of Insurance	Cov. C Blanket Limit of Insurance
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A. Coverage Schedule

Coverages A, B or C are provided by this endorsement only if an entry is made in the Schedule of this endorsement. Only one of the Schedule Options I or II may apply.

B. Application of Coverages

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

1. The ordinance or law involving Coverage A, B or C must:

- a. Regulate the demolition, construction or repair of buildings, or establish zoning or land use requirements at the "premises" shown in the Schedule of this endorsement; and

- b. Be in force at the time of direct "loss".

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 070 33 98

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA210	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA210	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
CONDOMINIUMS - RESIDENTIAL (CO) INCL PROD AND/OR COMP OP	62003 D92	A - Area B - Payroll C - Gross Sales D - Units E - Other	51.233		4,713	
BROADENED COVERAGE	20291		2.5%		150MP	

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 4,863

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2004	11/85	ADDITIONAL INSURED--CONDOMINIUM UNIT OWNERS
CG2106	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2132	05/09	COMMUNICABLE DISEASE EXCLUSION
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
GA210	09/20	COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	09/22	EXCLUSION - CYBER LIABILITY
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT
GA4546CO	10/21	COLORADO CHANGES - EMPLOYEE BENEFITS LIABILITY COVERAGE
GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

THE CINCINNATI INSURANCE COMPANY

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

Previous Policy Number

Attached to and forming part of POLICY NUMBER **EPP 070 33 98** Effective Date: **01-01-2024**

NAMED INSURED is the same as it appears in the Common Policy Declarations unless another entry is made here.

LIMITS OF INSURANCE

\$ **1,000,000** Each Occurrence Limit \$ **1,000,000** Aggregate Limit

ADVANCE PREMIUM \$ 729

Applicable to Premium, if box is checked:

- Subject to Annual Adjustment
 Subject to Audit (see Premium Computation Endorsement for Rating Basis)

SCHEDULE OF UNDERLYING INSURANCE

Insurer, Policy Number & Period:	Underlying Insurance:	Underlying Limits:
(a)	Employer's Liability	Bodily Injury by Accident: \$ Each Accident Bodily Injury by Disease: \$ Each Employee Bodily Injury by Disease: \$ Policy Limit
(b) CINCINNATI INS. CO. EPP 070 33 98 01-01-2024 TO 01-01-2025	<input checked="" type="checkbox"/> Commercial General Liability Including: <input checked="" type="checkbox"/> Products-Completed Operations Coverage <input type="checkbox"/> Cemetery Professional <input type="checkbox"/> Druggist Professional <input type="checkbox"/> Funeral Service Provider <input type="checkbox"/> Pedorthists Professional or <input type="checkbox"/> Business Liability Including: <input type="checkbox"/> Funeral Service Provider <input type="checkbox"/> Druggist Professional	Bodily Injury and Property Damage Liability: \$ 1,000,000 Each Occurrence Limit \$ 2,000,000 General Aggregate Limit \$ 2,000,000 Products-Completed Operations Aggregate Limit Personal and Advertising Injury Limit: \$ 1,000,000 Any One Person or Organization
(c)	Automobile Liability Including: <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Any Auto	Bodily Injury Liability Limit: \$ Each Person \$ Each Occurrence Property Damage Liability Limit: \$ Each Occurrence or Bodily Injury Liability and / or Property Damage Liability or Both Combined Limit: \$ Each Occurrence

(d)	Professional	\$	
		\$	Aggregate

(e)	CINCINNATI INS. CO. EPP 070 33 98 01-01-2024 TO 01-01-2025	Employee Benefit Liability	\$	1,000,000	Each Employee Limit
			\$	3,000,000	Aggregate Limit

(f)		Liquor Liability	\$		Each Common Cause Limit
			\$		Aggregate Limit

Other

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

US101	09/20	COMMERCIAL UMBRELLA - TABLE OF CONTENTS
US302	12/04	POLLUTANT EXCLUSION - OTHER THAN AUTO
US304	12/04	AUTO EXCLUSION
US3065	05/06	EXCLUSION - EMPLOYER'S LIABILITY
US3078	04/11	COMMUNICABLE DISEASE EXCLUSION
US3093	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
US3146	09/22	CYBER LIABILITY EXCLUSION
US336	08/21	UNINSURED / UNDERINSURED MOTORIST EXCLUSION
US369	12/04	PERSONAL AND ADVERTISING INJURY LIMITATION ENDORSEMENT
US4062	11/05	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS - LIMITATION
US407	09/20	EMPLOYEE BENEFIT LIABILITY
US4098	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
US4153	06/22	AMENDMENT - DISTRIBUTION OR RECORDING OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Attached to and forming part of POLICY NUMBER: EPP 070 33 98 Effective Date 01-01-2024

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

Retroactive Date: 01-01-2024

Limits of Insurance and Deductible

Insuring Agreement	Annual Aggregate	Sublimit	Deductible
A Response Expenses	\$50,000	Forensic IT Review	\$25,000
		Legal Review	\$25,000
		PR Services	\$25,000
B Defense and Liability	\$50,000	Regulatory Fines and Penalties	\$25,000
		PCI Fines and Penalties	\$25,000
C Identity Recovery	\$25,000	Lost Wages and Child and Elder Care	\$5,000
		Mental Health Counseling	\$1,000
		Miscellaneous Unnamed Costs	\$1,000

TOTAL ANNUAL PREMIUM

\$223

Optional Supplemental Extended Reporting Period - Term:

Optional Supplemental Extended Reporting Period - Premium:

1 YEAR	167
2 YEAR	335
3 YEAR	446
4 YEAR	558
5 YEAR	613
6 YEAR	669

FORMS AND/OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

HC102 01/20 CINCINNATI DATA DEFENDER™ COVERAGE FORM

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Attached to and forming part of POLICY NUMBER: EPP 070 33 98

Effective Date 01-01-2024

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

Retroactive Date: 01-01-2024

Limits of Insurance and Deductible

Insuring Agreement	Annual Aggregate	Sublimit	Deductible	
A Computer Attack	\$50,000		\$1,000 ¹	
		Cyber Extortion	\$10,000	\$1,000 ²
		Loss of Business	\$25,000	
		Public Relations	\$25,000	
B Network Security and Electronic Media Liability	\$50,000		\$1,000	

TOTAL ANNUAL PREMIUM

\$224

Optional Supplemental Extended Reporting Period - Term:	Optional Supplemental Extended Reporting Period - Premium:
1 YEAR	168
2 YEAR	336
3 YEAR	448
4 YEAR	560
5 YEAR	616
6 YEAR	672

FORMS AND/OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

HC103 01/20 CINCINNATI NETWORK DEFENDER™ COVERAGE FORM

¹ Computer Attack Deductible other than Cyber Extortion

² Cyber Extortion Deductible