



EMPLOYERS MUTUAL CASUALTY COMPANY

C O M M E R C I A L I N L A N D M A R I N E D E C L A R A T I O N S

POLICY PERIOD: FROM 07/29/23 TO 07/29/24

* POLICY NUMBER *
* 6 C 5 - 7 9 - 4 4--24 *

N A M E D I N S U R E D :

P R O D U C E R :

VILLAGE OF EDGAR
PO BOX 67
224 S 3RD AVE
EDGAR WI 54426-0067

BOEHM INSURANCE AGENCY INC
223 S 3RD AVE
PO BOX 167
EDGAR WI 54426-0167

AGENCY BILL

AGENT: AD 8192
AGENT PHONE: (715)352-2171
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (262)717-3900

INSURED IS: MUNICIPALITY

BUSINESS DESC: BUILDER S RISK

SEE ATTACHED SCHEDULE FOR LIMITS AND DESCRIPTION OF COVERAGES

Table with 2 columns: COVERAGES HEADINGS and PREMIUM. Row 1: BUILDERS RISK \$ 24,523.00. Row 2: TOTAL INLAND MARINE PREMIUM \$ 24,523.00

A DEDUCTIBLE MAY APPLY FOR THE COVERAGE PROVIDED. IN THE EVENT A LOSS (OTHER THAN EARTHQUAKE) INVOLVES COVERED PROPERTY AT MORE THAN ONE LOCATION OR IN MORE THAN ONE CLASS, ONLY ONE DEDUCTIBLE, THE LARGEST DEDUCTIBLE SHOWN ON THE SCHEDULE FOR THE LOCATION OR CLASSES INVOLVED IN THE LOSS, WILL APPLY PER OCCURRENCE.

FORM IL0017 ON THE COMMON DECLARATIONS DOES NOT APPLY TO THE FOLLOWING:
CL0100(03/99)*, CL0197(01/01)*, CL0600(01/15)*, CL0700(10/06)*,
CM7001A(09/97)*, CM7004(09/06)*, CM7121(01/04)*, CM7126.1(01/04)*,
CM7126.7(01/04)*, IL0017(11/98)*, IL7004(03/20)*, IL7131A(04/01)*,
IL7306(08/98)*, IL8046(01/90)*, IL8118(06/11)*, IL8383.2A(12/20)*,
IM2101(08/09)*

DATE OF ISSUE: 07/27/23

(BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 6C5-79-44---24

VILLAGE OF EDGAR

EFF DATE: 07/29/23

EXP DATE: 07/29/24

COMM L IN L A N D M A R I N E P O L I C Y
D E C L A R A T I O N S

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ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CL0100	03-99	COMMON POLICY CONDITIONS	
*CL0197	01-01	AMENDATORY ENDORSEMENT WISCONSIN	
*CL0600	01-15	CERTIFIED TERRORISM LOSS	
*CL0700	10-06	VIRUS OR BACTERIA EXCLUSION	
*CM7001A	09-97	COMMERCIAL INLAND MARINE SCHEDULE	
*CM7004	09-06	QUICK REFERENCE	
*CM7121	01-04	BUILDERS RISK COVERAGE FORM	
*CM7126.1	01-04	SOFT COST, EXTRA EXPENSE, RENTAL INC	
*CM7126.7	01-04	FUNGI	
*CM8068	12-19	ADVISORY NOTICE TO POLICYHOLDERS	
*CM9905	12-19	CANNABIS EXCLUSION	
*IL0017	11-98	COMMON POLICY CONDITIONS	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7306	08-98	EXCLUSION OF CERTAIN COMPUTER LOSSES	
*IL8046	01-90	NOTICE CANCELLATION REQUESTED BY YOU	
*IL8118	06-11	COMPLAINT NOTICE - WISCONSIN	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	WAIVED
*IM2101	08-09	AMENDATORY ENDORSEMENT WISCONSIN	

DATE OF ISSUE: 07/27/23

FORM: IL7131A (ED. 04-01)

034 NO

6C57944 2401



EMPLOYERS MUTUAL CASUALTY COMPANY
VILLAGE OF EDGAR

POLICY NUMBER: 6C5-79-44---24
EFF DATE: 07/29/23 EXP DATE: 07/29/24

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO
TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) Waived

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

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DATE OF ISSUE: 07/27/23

FORM: IL8383.2A(12-20)

034 NO

6C57944 2401



EMPLOYERS MUTUAL CASUALTY COMPANY
VILLAGE OF EDGAR

EFF DATE: 07/29/23

POLICY NO: 6C5-79-44---24
EXP DATE: 07/29/24

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

LOCATION: 001 810 TAMARACK AVE
EDGAR, WI 54426-9438

CLASS	DESCRIPTION	SPECIAL* INTEREST	LIMITS
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372 BUILDERS RISK - INSTITUTIONAL

\$ 5,000 DEDUCTIBLE APPLIES TO ALL COVERED CAUSES OF
LOSS EXCEPT FLOOD, EARTHQUAKE, TESTING,
SEWER BACKUP AND WATER BELOW THE SURFACE

\$ 5,000 DEDUCTIBLE APPLIES ONLY TO LOSS CAUSED BY
FLOOD

\$ 5,000 DEDUCTIBLE APPLIES ONLY TO LOSS CAUSED BY
SEWER BACKUP AND WATER BELOW THE SURFACE

\$ 5,000 DEDUCTIBLE APPLIES ONLY TO LOSS CAUSED BY
TESTING

NOT COVERED DEDUCTIBLE APPLIES ONLY TO LOSS CAUSED BY
EARTHQUAKE

\$ 5,000,000 FLOOD CATASTROPHE LIMIT - THE MOST WE PAY FOR
LOSS IN ANY ONE OCCURRENCE

NOT COVERED EARTHQUAKE CATASTROPHE LIMIT - THE MOST WE
PAY FOR LOSS IN ANY ONE OCCURRENCE

BUILDERS RISK

COVERED PROPERTY AT ABOVE JOBSITE LIMIT \$ 10,500,000

COVERAGE EXTENSIONS

ADDITIONAL DEBRIS REMOVAL EXPENSES \$ 250,000
EMERGENCY REMOVAL (NUMBER OF DAYS) 10

EMERGENCY REMOVAL EXPENSES \$ 250,000

FRAUD AND DECEIT \$ 50,000

WATERBORNE PROPERTY \$ 10,000

SUPPLEMENTAL EXTENSIONS

CONTRACT PENALTY \$ 50,000

EXPEDITING EXPENSES \$ 100,000

FIRE DEPARTMENT SERVICE CHARGES \$ 50,000

ORDINANCE OR LAW - DEMOLITION OF UNDAMAGED \$ 250,000
PARTS OF BUILDINGS

ORDINANCE OR LAW - INCREASED COST TO REPAIR \$ 250,000
AND COST TO DEMOLISH AND CLEAR

PERSONAL PROPERTY \$ 10,000

POLLUTANT CLEANUP AND REMOVAL \$ 25,000

REWARDS \$ 50,000

SEWER BACKUP AND WATER BELOW THE SURFACE \$ 250,000

STORAGE LOCATIONS \$ 250,000

DATE OF ISSUE: 07/27/23

(BPP)

(CONTINUED)

FORM: CM7001A ED. 9-97

BPP

07/29/23

034

NO

6C57944

2401



EMPLOYERS MUTUAL CASUALTY COMPANY
VILLAGE OF EDGAR

EFF DATE: 07/29/23

POLICY NO: 6C5-79-44---24

EXP DATE: 07/29/24

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

TESTING	\$	250,000
TRANSIT	\$	250,000
TREES, SHRUBS, AND PLANTS	\$	100,000

FLOOD LIMIT	\$	5,000,000
THE MOST WE PAY FOR LOSS TO ANY ONE BUILDING OR STRUCTURE		

EARTHQUAKE LIMIT		NOT COVERED
THE MOST WE PAY FOR LOSS TO ANY ONE BUILDING OR STRUCTURE		

NON-REPORTING FORM PREMIUM	\$	21,969
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OTHER PROVISIONS:

833 BUILDERS RISK - SOFT COST		
LIMITS OF INSURANCE		
MAXIMUM LIMIT FOR ANY 30 DAYS	\$	2,325,000
MAXIMUM LIMIT WE WILL PAY FOR LOSS IN ANY ONE OCCURRENCE	\$	2,325,000

WAITING PERIOD APPLIES ONLY TO LOSS CAUSED BY SOFT COSTS (NUMBER OF DAYS)		15
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PREMIUM	\$	2,554
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DATE OF ISSUE: 07/27/23 (BPP)

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

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AMENDATORY ENDORSEMENT WISCONSIN

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy at any time by giving "us" written notice or returning the policy to "us" and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the policy. If the notice is mailed, it will be by first class mail. Proof of delivery or mailing is sufficient proof of notice.

If this policy has been in effect less than 60 days, "we" may cancel for any reason.

If this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. the policy has been obtained through material misrepresentation;
- c. there has been a substantial change in the risk assumed that "we" could not have reasonably foreseen or contemplated in writing the policy; or
- d. there have been substantial breaches of contractual duties, conditions, or warranties.

If "we" cancel this policy, "we" will give "you" notice at least ten days before cancellation is effective.

If "we" cancel or nonrenew this policy at the anniversary date, "we" will give "you" at least 60 days advance notice.

"Our" notice will include the reason or reasons for the cancellation or nonrenewal.

"Your" return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

Renewal -- If "we" decide to renew or amend this policy at the anniversary date with "terms" less favorable to "you" or at a higher premium, "we" will give "you" notice of the altered "terms" or premium increase at least 60 days prior to the renewal or anniversary date. "Our" notice will be delivered or mailed by first class mail.

A notice is not needed if the premium increase:

- a. is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. results from a change based on "your" action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure or increased policy coverage.

3. Under the Common Policy Conditions, Change, Modification, or Waiver of Policy Terms is amended to include the following:

Knowledge by "our" authorized agent of material facts pertaining to this coverage is considered to be knowledge by "us". A failure by the insured to perform an act required under this coverage will not affect "our" duties under this coverage if the failure was caused by an act, statement, representation, or omission by "our" authorized agent.

CERTIFIED TERRORISM LOSS

1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
 - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".
3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
 - b. any denial of access to property because of any virus, bacterium, or other microorganism.
2. **Superseded Exclusions** -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

CL 0700 10 06

QUICK REFERENCE
COMMERCIAL INLAND MARINE COVERAGE PART
READ YOUR POLICY CAREFULLY

DECLARATIONS PAGE

Named Insured and Mailing Address
Policy Period
Producer
Description of Business
Coverages, Limits of Insurance, and Premium
Forms Applicable

COVERAGE FORM(S)

Agreement
Definitions
Property Covered
Property Not Covered
Additional Coverages, Extensions and Supplemental Coverages
Perils Covered
Perils Excluded
What Must Be Done in Case Of A Loss
Valuation

How Much We Pay

- Insurable Interest
- Deductible
- Loss Settlement Terms
- Coinsurance
- Insurance Under More Than One Coverage
- Insurance Under More Than One Policy

Loss Payment

Other Conditions

- Appraisal
- Benefit To Others
- Conformity With Statutes
- Estates
- Misrepresentation, Concealment Or Fraud
- Policy Period
- Recoveries
- Restoration Of Limits
- Subrogation
- Suits Against Us
- Territorial Limits

COMMON POLICY CONDITIONS

Assignment
Cancellation
Changes, Modifications, or Waiver Of Policy Terms
Inspections
Examination Of Books And Records

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS RISK COVERAGE SCHEDULED JOBSITE FORM

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Builders' Risk Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "schedule of coverages".
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Earth movement" means any movement or vibration of the earth's surface (other than "sinkhole collapse") including but not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising or shifting of the earth.
4. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water whether driven by wind or not. This includes spray that results from whether driven by wind or not.
5. "Jobsite" means any location, project, or work site where "you" are in the process of constructing, erecting, or fabricating a building or structure.
6. "Limit" means the amount of coverage that applies.
7. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
8. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - b. declarations or supplemental declarations that pertain to this coverage.
9. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling the sinkholes.
10. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to personal property in the open or to the interior of buildings or structures or personal property inside buildings or structures unless the exterior of the roof or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.
11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
12. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is otherwise covered, excluded, or subject to limitations.

"We" cover direct physical loss caused by a covered peril to buildings and structures at the "jobsite" described on the "schedule of coverages" while in the course of construction, erection, or fabrication. This includes:

1. machinery, equipment, materials and supplies that will become a permanent part of the buildings or structures;
2. foundations, excavations, grading, filling, attachments, permanent fencing, and other permanent fixtures;
3. scaffolding, construction forms or temporary fencing at the described "jobsite"; and
4. temporary structures at the described "jobsite".
5. If included in the "limit" of insurance, sidewalks, curbs, driveways, parking lots, signs and lights.

PROPERTY NOT COVERED

1. **Aircraft or Watercraft** – “We” do not cover aircraft or watercraft.
2. **Automobiles** – “We” do not cover automobiles or any self-propelled vehicles that are designed for highway use.
3. **Contraband** – “We” do not cover contraband or property in the course of illegal transportation or trade.
4. **Existing Buildings or Structures** – “We” do not cover existing buildings or structures to which additions, alterations, improvements, or repairs are being made.
5. **Land** – “We” do not cover land including land on which covered property is located.
6. **Money and Securities** – “We” do not cover accounts, bill, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes or securities.

COVERAGE EXTENSIONS

The following Coverage Extensions indicate an applicable “limit”. This “limit” may also be shown on the “schedule of coverages”. If a different “limit” is indicated on the “schedule of coverages”, that “limit” will apply instead of the “limit” shown below.

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable “limit” for coverage described under Property Covered.

The “limit” provided under a Coverage Extension cannot be combined or added to the “limit” for any other Coverage Extension or Supplemental Coverage.

The following Coverage Extensions are not subject to and not considered in applying coinsurance when coinsurance conditions are part of this coverage.

1. **Debris Removal** – “We” pay the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:

- a. extract “pollutants” from land or water; or
- b. remove, restore, or replace polluted land or water.

“We” do not pay any more under this coverage than 25% of the amount “we” pay for the direct loss. “We” do not pay more for loss to property and debris removal combined than the “limit” for the damaged property.

However, “we” pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount “we” pay for direct loss or when the loss to property and debris removal combined exceeds the “limit” for the damaged property.

“We” do not pay any expenses unless they are reported to “us” in writing within 180 days from the date of direct physical loss to covered property.

2. **Emergency Removal** – “We” pay for any direct physical loss to covered property while it is being moved or being stored to prevent a loss caused by a covered peril. This coverage applies for up to ten days after the property is first moved, but does not extend past the date on which the policy expires.
3. **Emergency Removal Expenses** – “We” pay up to \$10,000 for your expenses to move or store covered property to prevent a loss caused by a covered peril. This coverage applies for up to ten days after the property is first moved, but does not extend past the date on which the policy expires.
4. **Fraud and Deceit** – “We” pay up to \$50,000 in any one occurrence for theft of covered property when “you”, “your” agents, customers, or consignees are fraudulently induced to part with the covered property:
 - a. to persons who falsely represent themselves as the proper persons to receive the property;
 - b. by the acceptance of fraudulent bills of lading or shipping receipts; or
 - c. as a result of or directly related to the use of any electronic data processing hardware or software.
5. **Waterborne Property** – “We” pay for direct physical loss caused by a covered peril to covered property while waterborne.

The most “we” pay for loss to waterborne property in any one occurrence is \$10,000.

SUPPLEMENTAL COVERAGES

The following Supplemental Coverages indicate an applicable “limit”. This “limit” may also be shown on the “schedule of coverages”. If a different “limit” is indicated on the “schedule of coverages” that “limit” will apply instead of the “limit” shown below.

Unless otherwise indicated, a “limit” for a Supplemental Coverage provided below is separate from, and not part of, the applicable “limit” for coverage described under Property Covered. The “limit” available for coverage described under a Supplemental Coverage:

- a. is the only “limit” available for the described coverage; and
- b. is not the sum of the “limit” indicated for a Supplemental Coverage and the “limit” for coverage described under Property Covered.

The “limit” provided under a Supplemental Coverage cannot be combined or added to the “limit” for any other Supplemental Coverage or Coverage Extension.

The following Supplemental Coverages are not subject to and not considered in applying coinsurance when coinsurance conditions are part of this coverage.

1. **Contract Penalty** – “We” pay for the cost of contractual penalties for non-completion that “you” are assessed or are required to pay because “you” are unable to complete construction of a covered building or structure in accordance with contract terms or conditions. “Your” inability to complete construction on time must be as a direct result of loss by a covered peril to a covered building or structure.

The most “we” pay for all contractual penalties in any one occurrence is \$10,000.

2. **Expediting Expenses** – When a covered peril occurs to a covered building or structure, “we” pay for reasonable expediting expenses necessary to complete construction or installation within the time frame specified in the construction contract.

Expediting expenses include additional labor or overtime, transportation costs, storage expense, and the expense to rent additional equipment.

The most “we” pay for all expediting expenses in any one occurrence is \$10,000.

3. **Fire Department Service Charges** – “We” pay up to \$1,000 to cover “your” liability, assumed by contract or agreement prior to the loss, for fire department service charges.

This coverage is limited to charges incurred when the fire department is called to save or protect covered property from a covered peril.

No deductible applies.

4. **Ordinance or Law**

- a. **Undamaged Parts of Buildings** – When a covered peril occurs to a covered building or structure, “we” pay for the value of undamaged parts of a covered building or structure that is required to be demolished as a result of the enforcement of any ordinance, law or decree that:

- 1) requires the demolition of undamaged parts of a covered building or structure that are damaged or destroyed by a covered peril;
- 2) regulates the construction or repair of a building or structure, or establishes building, zoning, or land use requirements at the “jobsite”; and
- 3) is in force at the time of the loss.

Coverage for Undamaged Parts of Buildings is part of and not in addition to the applicable “limit” for coverage described under Property Covered.

- b. **Increased Cost to Repair and Cost to Demolish/Clear Site**

- 1) **Increased Cost to Repair** – When a covered peril occurs to a covered building or structure, “we” cover the:

- a) increased cost to repair, rebuild, or reconstruct damaged portions of a covered building or structure; and

- b) increased cost to repair, rebuild, or reconstruct undamaged portions of a covered building or structure whether or not those undamaged portions need to be demolished

as a result of the enforcement of building, zoning, or land use ordinance, law, or decree and is in force at the time when a covered peril occurs to a covered building or structure.

If a covered building or structure is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.

“We” do not cover the increased cost of construction until the covered building or structure is actually repaired or replaced and unless the repairs or replacement are made as soon as reasonable possible after the loss, not to exceed two years.

- 2) **Cost to Demolish and Clear Site** – “We” cover the cost to demolish and clear the site of undamaged parts of the covered building or structure that is damaged or destroyed by a covered peril. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril occurs to a covered building or structure.

- 3) If the covered building or structure is repaired or replaced, “we” pay the lesser of:

- a) the amount “you” actually spend to demolish and clear the site, plus the actual increased cost to repair, rebuild, or construct the property but not for more than a building or structure of the same height, floor area, and style; or

- b) \$50,000.

- 4) If the covered building or structure is not repaired or replaced, “we” pay the lesser of:

- a) the amount “you” actually spend to demolish and clear the site, plus the cost “you” would have incurred to replace the damaged or destroyed property with other property:

- (1) of like kind, and quality;
- (2) of the same height, floor area, and style; and

- (3) used for the same purpose; or

- b) \$50,000.

- c. **We Do Not Cover** – “We” do not cover the costs associated with the enforcement of any ordinance, law, or decree that:
- 1) requires “you” or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of “pollutants”, or
 - 2) “you” were required to comply with before the covered peril occurred to a covered building or structure, even if the building or structure was undamaged and “you” failed to comply with the ordinance, law, or decree.
5. **Personal Property** – “We” cover direct physical loss caused by a covered peril to business personal property while being installed or stored in a covered building or structure that will not become a permanent part of the building or structure.
- The most “we” pay for loss to personal property in any one occurrence is \$10,000.
6. **Pollutant Cleanup and Removal** – “We” pay “your” expense to extract “pollutants” from land or water if the discharge, dispersal, seepage, migration, release, or escape of the “pollutants” is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to “us” in writing within 180 days from the date the covered peril occurs.
- “We” do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of “pollutants”. However, “we” pay the cost of testing that is necessary for the extraction of “pollutants” from land or water.
- The most “we” pay for any one “jobsite” or location is \$25,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.
7. **Rewards** – “We” pay up to \$1,000 as a reward for information that leads to a conviction of arson, theft or vandalism. The conviction must involve a covered loss caused by arson, theft, or vandalism.
- The amount “we” pay is not increased by the number of persons involved in providing the information.
8. **Sewer Backup and Water Below the Surface** – “We” cover direct physical loss to a covered building or structure caused by:
- a. water that backs up through a sewer or drain; or
 - b. water below the surface of the ground including water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.
- The most “we” pay for loss caused by sewer backup and water below the surface in any one occurrence is \$10,000.
9. **Storage Locations** – “We” cover direct physical loss caused by a covered peril to:
- a. materials and supplies that will become a permanent part of a covered building or structure in the course of construction, erection, or fabrication;
 - b. business personal property as described under Personal Property, Supplemental Coverages; and
 - c. trees, shrubs, plants, and lawns as described under Trees, Shrubs, and Plants, Supplemental Coverages and only for the perils described under Trees, Shrubs, and Plants while they are at a storage location.
- The most “we” pay for loss to property at a storage location in any one occurrence is \$10,000.
10. **Testing** – “We” cover direct physical loss to a covered building or structure caused by a covered peril that results from testing. Testing includes start-up, performance, stress, pressure, or overload testing of materials, supplies, machinery, fixtures, and equipment that will become a permanent part of a covered building or structure.
- The most “we” pay for loss resulting from testing in any one occurrence is \$10,000.
11. **Transit** – “We” cover direct physical loss caused by a covered peril to:
- a. materials and supplies that will become a permanent part of a covered building or structure in the course of construction, erection, or fabrication;
 - b. business personal property as described under Personal Property, Supplemental Coverages; and
 - c. trees, shrubs, plants, and lawns as described under Trees, Shrubs, and Plants, Supplemental Coverages and only for the perils described under Trees, Shrubs, and Plants while they are in transit.
- The most we pay for loss to property in transit in any one occurrence is \$10,000.
12. **Trees, Shrubs, and Plants** – “We” cover direct physical loss including debris removal expenses, to outdoor trees, shrubs, plants, and lawns at the covered “jobsite” and that are a part of “your” construction, erection, or fabrication project. “We” only cover loss caused by”
- a. fire;
 - b. lightning;
 - c. explosion;
 - d. riot or civil commotion;
 - e. falling objects; or
 - f. vandalism.
- The most “we” pay for loss to trees, shrubs, and plants in any one occurrence is \$10,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

a. **Civil Authority** – "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

b. **Earth Movement or Volcanic Eruption** – "We" do not pay for loss caused by any "earth movement" (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano.

"We" do pay for direct loss by fire, explosion, or "volcanic action" resulting from either "earth movement" or eruption, explosion, or effusion of a volcano.

This exclusion does not apply to covered property while in transit.

However, "we" pay up to the Earthquake "limit" for loss caused by or resulting from an earthquake or volcanic eruption when an Earthquake "limit" is indicated on the "schedule of coverages". Volcanic eruption means the eruption, explosion, or effusion of a volcano.

c. **Flood** – "We" do not pay for loss caused by "flood", but if fire, explosion, or theft results, "we" do cover the loss caused by the fire, explosion, or theft.

This exclusion does not apply to covered property while in transit.

However, "we" pay up to the Flood "limit" for loss caused by or resulting from a flood when a Flood "limit" is indicated on the "schedule of coverages".

d. **Nuclear Hazard** – "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

e. **Ordinance or Law** – Except as provided under Supplemental Coverages – Ordinance or Law, "we" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

"We" do not pay for loss regardless if the loss is caused by or results from the:

1) enforcement of any code, ordinance, or law even if a building or structure has not been damaged; or

2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a building or structure, including the removal of debris, following a direct physical loss to the property.

f. **Penalties** – Except as provided under Supplemental Coverages – Contract Penalty, "we" do not pay for loss caused by penalties for non-completion or non-compliance with any contract terms or conditions.

g. **Sewer Backup and Water Below the Surface** – Except as provided under Supplemental Coverages – Sewer Backup and Water Below the Surface, "we" do not pay for loss caused by:

1) water that backs up through a sewer or drain; or

2) water below the surface of the ground including water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.

However, if fire, explosion, or theft results, "we" do cover the loss caused by the fire, explosion, or theft.

This exclusion does not apply to covered property while in transit.

h. **War and Military Action** – "We" do not pay for loss caused by:

1) War, including undeclared war or civil war; or

2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following excluded causes or events:

a. **Criminal, Fraudulent, or Dishonest Acts** – "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint adventurers; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

b. **Explosion, Rupture, or Bursting** – "We" do not pay for loss caused by explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines. This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.

c. **Loss of Use** – "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.

d. **Missing Property** – "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.

e. **Pollutants** – "We" do not pay for loss caused by or resulting from the release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" do pay for any resulting loss caused by a "specified peril".

f. **Voluntary Parting** – Except as provided under Coverage Extensions – Fraud and Deceit, "we" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

3. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss. But if loss by a covered peril results, "we" do pay for the resulting loss.

a. **Contamination or Deterioration** – "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

b. **Defects, Errors, or Omissions** – "We" do not pay for loss caused by an act, defect, error, or omission (negligent or not) relating to:

- 1) design, specifications, construction, or workmanship;
- 2) planning, zoning, development, siting, surveying, grading, or compaction; or
- 3) maintenance, installation, renovation, remodeling, or repair.

c. **Electrical Currents** – "We" do not pay for loss caused by arcing or electrical currents other than lightning.

However, this exclusion does not apply to loss resulting from testing as described under Supplemental Coverages – Testing.

d. **Mechanical Breakdown** – "We" do not pay for loss caused by mechanical breakdown including centrifugal force.

However, this exclusion does not apply to loss resulting from testing as described under Supplemental Coverages – Testing.

e. **Temperature/Humidity** – "We" do not pay for loss caused by dampness, dryness, or changes in the extremes of temperature.

f. **Wear and Tear** – "We" do not pay for loss caused by wear and tear, marring, or scratching.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** – In case of a loss, "you" must:

- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
- b. give notice to the police when the act that causes the loss is a crime.

2. **Protect Property** – "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" will pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. However "we" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit".

3. **Proof of Loss** – “You” must send “us”, within 60 days after “our” request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. “your” interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that “we” may require to settle the loss.
4. **Examination** – “You” must submit to examination under oath in matters connected with the loss as often as “we” reasonably request and give “us” sworn statements of the answers. If more than one person is examined, “we” have the right to examine and receive statements separately and not in the presence of others.
5. **Records** – “You” must produce records, including tax returns and bank microfilms of all cancelled checks relating to the value, loss, and expense and permit copies and extracts to be made of them as often as “we” reasonable request.
6. **Damaged Property** – “You” must exhibit the damaged and undamaged property as often as “we” reasonable request and allow “us” to inspect or take samples of the property.
7. **Volunteer Payments** – “You” must not, except at “your” own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting the property from further damage.
8. **Abandonment** – “You” may not abandon the property to “us” without “our” written consent.
9. **Cooperation** – “You” must cooperate with “us” in performing all acts required by this policy.

VALUATION

1. **Replacement Cost** – The value of covered property will be based on the replacement cost without any deduction for depreciation.

Replacement cost:

- a. is limited to the cost of repair or replacement with similar materials on the same site and used for the same purpose; and
- b. includes labor, reasonable overhead and profit, and delivery charges.

The payment will not exceed the amount “you” spend to repair or replace the damaged or destroyed property.

This replacement cost provision does not apply to paragraphs 2. and 3. under Valuation.

2. **Pair or Set** – The value of a lost or damaged article that is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss to Parts** – The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** – “We” do not cover more than “your” insurable interest in any property.
2. **Deductible** – “We” pay only that part of “your” loss over the deductible amount indicated on the “schedule of coverages” in any one occurrence.
3. **Earthquake Period** – All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.
4. **Loss Settlement Terms** – Subject to paragraphs 1., 2., 3., 5., 6., and 7. under How Much We Pay, “we” pay the lesser of:
 - a. the amount determined under Valuation
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the “limit” that applies to the covered property.
5. **Coinsurance** –
 - a. **When Coinsurance Applies** – “We” only pay a part of the loss if the “limit” is less than 100% of the estimated completed value of the covered building or structure.
 - b. **How We Determine Our Part Of The Loss** – “Our” part of the loss is determined using the following steps:
 - 1) determine the 100% expected completed value of the building or structure; this figure is based on the estimated value of the property at completion of construction had no loss occurred;
 - 2) divide the “limit” for covered property by the result determined in b.1) above; and
 - 3) multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

The most “we” pay is the amount determined by b.3) above or the “limit”, whichever is less. “We” do not pay any of the remaining part of the loss.
6. **Insurance Under More Than One Coverage** – If more than one coverage of this policy insures the same loss, “we” pay no more than the actual claim, loss, or damage sustained.

7. **Insurance Under More Than One Policy** – “You” may have another policy subject to the same “terms” as this policy. If “you” do, “we” pay “our” share of the covered loss. “Our” share is the proportion that the applicable “limit” under this policy bears to the “limit” of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, “we” pay only for the amount of covered loss in excess of the amount due from that other policy, whether “you” can collect on it or not. But “we” do not pay more than the applicable “limit”.

LOSS PAYMENT

1. **Our Options** – In the event of loss covered by this coverage form, “we” have the following options:
- pay the value of the lost or damaged property;
 - pay the cost of repairing or replacing the lost or damaged property;
 - rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - take all or any part of the property at the agreed or appraised value.

“We” must give “you” notice of “our” intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** – “We” adjust all losses with “you”. Payment will be made to “you” unless another loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with “you” or the filing of an appraisal award with “us”.
3. **Property of Others** – Losses to property of others may be adjusted with and paid to:
- “you” on behalf of the owner; or
 - the owner.

If “we” pay the owner, “we” do not have to pay “you”. “We” may also choose to defend any suits arising from the owners at “our” expense.

OTHER CONDITIONS

1. **Appraisal** – If “you” and “we” do not agree on the amount of the loss or the actual cash value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser’s identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, “you” or “we” can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of the covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to “us”, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by “you” and “us”.

2. **Benefit to Others** – Insurance under this coverage will not directly or indirectly benefit anyone having custody of “your” property.
3. **Conformity With Statute** – When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** – This provision applies only if the insured is an individual.

On “your” death, “we” cover the following as an insured:

- the person who has custody of “your” property until a legal representative is qualified or appointed; or
- “your” legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

This coverage does not extend past the policy period indicated on the “schedule of coverages”.

5. **Misrepresentation, Concealment, or Fraud** – This coverage is void as to “you” and any other insured if, before or after a loss:
- “You” or any other insured willfully concealed or misrepresented:
 - a material fact or circumstance that relates to this insurance or the subject thereof; or
 - “your” interest herein.
 - There has been fraud or false swearing by “you” or any other insured with regard to a matter that relates to this insurance or the subject thereof.

6. **Policy Period** – “We” pay for a covered loss that occurs during the policy period.

7. **Recoveries** – If “we” pay “you” for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

- “you” must notify “us” promptly if “you” recover property or receive payment;
- “we” must notify “you” promptly if “we” recover property or receive payment;

- c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund "us" the amount of the claim paid or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be prorated between "you" and "us" based on "our" respective interest in the loss.
- 8. Restoration of Limits** – A loss "we" pay under this coverage does not reduce the applicable "limits".
- 9. Subrogation** – If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right to recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover. "You" may waive "your" right to recover from others in writing before a loss occurs.
- 10. Suit Against Us** – No one may bring a legal action against "us" under this coverage unless:
- a. all of the "terms" of this coverage have been complied with; and
 - b. the suit has been brought within two years after "you" first have knowledge of the loss.
- If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
- 11. Territorial Limits** – "We" cover property while in the United States of America, its territories and possessions, Canada, and Puerto Rico.
- 12. Carriers For Hire** – "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the replacement cost or actual cash value of the covered property.
- 13. Occupancy and Use** – This coverage is void if, without "our" prior written consent:
- a. the covered building or structure, as described under Property Covered, is occupied in whole or in part; or
 - b. the covered building or structure, as described under Property Covered, is put to its intended use.
- However, this provision is not applicable if permission to occupy is indicated on the "schedule of coverages".
- 14. When Coverage Ceases** – Coverage will end when one of the following first occurs:
- a. this policy expires or is cancelled;
 - b. the covered building or structure, as described under Property Covered, is accepted by the purchaser;
 - c. "your" interest in the covered property ceases;
 - d. "you" abandon construction with no intent to complete it; or
 - e. the covered building or structure, as described under Property Covered, has been completed for more than 90 days.

**THIS ENDORSEMENT CHANGES THE BUILDERS RISK COVERAGE
PLEASE READ IT CAREFULLY.**

**SOFT COST, EXTRA EXPENSE, AND RENTAL INCOME
ENDORSEMENT**

ADDITIONAL DEFINITION

"Delay" means a delay in the construction, erection, or fabrication of a building or structure.

COVERAGE

1. **Soft Costs** – "We" pay for soft cost expenses that arise out of a "delay" resulting from direct physical loss or damage to a building or structure described on the Schedule that is caused by a covered peril.

Soft cost expenses means the necessary expenses relating to the construction, erection, or fabrication of a covered building or structure that are over and above those costs that would have been incurred had there been no "delay". Soft cost expenses consist of:

- a. **Advertising** – Additional advertising, public relations, and promotional expenses.
- b. **Design Fees** – Additional fees for architects, interior designers, consultants and other technical advisors, and engineers.
- c. **Professional Fees** – Additional fees for accountants and attorneys.
- d. **Financing** – Additional cost of financing:
 - 1) additional interest payments on money borrowed to finance construction, remodeling, renovation, or repair including increased interest payments due to a rise in interest rates; and
 - 2) additional fees for letters of credit and trusts; and
 - 3) additional commissions and load fees incurred in rearranging financing for the project.
- e. **Lease Administration** – The cost of administrative expenses and commissions that result from the renegotiation of leases.
- f. **Realty Taxes** – Additional realty taxes and other assessments that "you" incur for the period of time that construction has been extended beyond the projected completion date.

- g. **General Administration** – The cost of general administrative and overhead expenses for additional clerical personnel, additional security costs, and other similar expenses.

- h. **Lease Expenses** – The additional cost to extend leases for construction equipment and temporary office space.

- i. **Permit Fees** – Additional fees for renewing or replacing construction permits or other licenses and permits necessary to continue construction.

- j. **Insurance Premiums** – Additional cost of insurance premiums necessary to renew or extend insurance coverage.

2. **Extra Expense** – "We" cover only the extra expenses that arise out of a "delay" resulting from direct physical loss or damage to a covered building or structure that is caused by a covered peril.

"We" cover the necessary extra expenses that:

- a. "you" would not have incurred if there had not been loss or damage to a covered building or structure caused by or resulting from a covered peril; and
- b. are incurred to resume or continue, as nearly as practicable, construction, erection, or fabrication of a covered building or structure.

"We" cover only the extra expenses that are necessary during construction, erection, or fabrication of a covered building or structure.

To the extent that they reduce a loss otherwise payable under this endorsement, "we" will cover any extra expenses to:

- a. repair, replace, or restore property; and
- b. research, replace, or restore information on damaged documents, manuscripts, or records that:
 - 1) are inscribed, printed, or written; or
 - 2) exist on electronic or magnetic media.

3. **Rental Income** – “We” pay for “your” actual loss of rental income that arises out of a “delay” resulting from direct physical loss or damage to a covered building or structure that is caused by a covered peril.

Expenses that do not necessarily continue because of a “delay” will be deducted from the loss of rental income.

COVERAGE EXTENSIONS

The coverages provided below are part of and not in addition to the applicable “limit” for soft costs, extra expense, and rental income.

1. **Ordinance or Law** – Coverage under this endorsement is extended for the increased time of “delay” caused by the enforcement of any ordinance, law, or decree that:
 - a. regulates the construction, use, or repair of a covered building or structure; or
 - b. requires the demolition of a covered building or structure, in part or in whole, not damaged by a covered peril.

The ordinance, law, or decree must be in force at the time of loss.

Coverage is not extended to include “delay” caused by the enforcement of any ordinance, law, or decree that regulates or requires the testing, evaluating, observing, or recording the existence, level, or effects of “pollutants”.

2. **Interruption By Civil Authority** – “We” extend coverage for expenses or losses while access to a covered building or structure is specifically denied by an order of civil authority. This order must be a result of damage to property other than at “your” “jobsite” and caused by a covered peril. This extension is limited to two consecutive weeks from the date of the order. This coverage extension does not increase the applicable “limit”.

ADDITIONAL EXCLUSIONS

Other exclusions relating to Perils Excluded also apply. These exclusions are shown in the Builders Risk coverage.

1. **Additional Time** – “We” do not pay for any increase in loss resulting from additional time that would be required to replace or repair any part of a covered building or structure due to:
 - a. adverse weather conditions; or
 - b. except as provided under Coverage Extensions, ordinances or laws requiring the use of construction materials or equipment that are different from the property that is destroyed;
 - c. ordinances or laws requiring “you” to test, evaluate, observe, or record the existence, level, or effects of pollutants;

- d. improvements necessary to correct deficiencies of original construction, erection, or fabrication.

2. **Consequential Loss** – “We” do not pay for any increase in expenses or loss resulting from any other consequential loss.

3. **Leases, Licenses, Contracts or Orders** – “We” do not cover any increase in expense or loss due to the suspension, lapse, or cancellation of any leases, licenses, contracts, or orders.

However, “we” do cover loss if the suspension, lapse, or cancellation results directly from a covered “delay”.

4. **Strikes and Other Interference** – “We” do not cover any increase in expense or loss due to interference by strikes or other persons. This applies to interference with repairing or replacing the covered property or with resuming construction of the covered property.

5. **Fire Extinguishment** – “We” do not cover expenses to put out a fire.

6. **Unnecessary Expenses** – “We” do not cover any expenses that:

- a. are not necessary during construction of the covered building or structure; and
- b. exceed the amount by which a loss is reduced.

WHAT MUST BE DONE IN CASE OF LOSS

Other “terms” relating to What Must Be Done in Case of Loss may also apply. These are shown in the Builders’ Risk Coverage.

1. **Due Diligence** – “We” only pay for soft costs, extra expense, and loss of rental income during the period of time that would be required with due diligence and dispatch to rebuild or restore the damaged building or structure with materials of like kind and quality. “You” must do everything reasonably possible to minimize soft cost expenses, extra expenses, and loss of rental income.

2. **Interference and Access** – “You” must minimize any interference with the construction schedule to avoid or reduce any resulting “delay”.

“You” must also allow “us” access to the covered building or structure so that “we” can negotiate with the contractors, subcontractors, manufacturers, suppliers, or other involved parties so “we” can:

- a. establish the cause and extent of the loss to the covered building or structure;
- b. establish the amount of soft cost expenses and/or loss of rental income; and
- c. determine and suggest methods to minimize or avoid the delay in construction, repairing, remodeling, or renovation.

HOW MUCH WE PAY

Other "terms" relating to How Much We Pay may also apply. These are shown in the Builders' Risk Coverage.

1. **Expenses and Income** – "We" pay for the soft costs, extra expense, and loss of rental income after the loss to a covered building and structure. The most "we" pay for loss in any one occurrence is the maximum "limit" indicated for Soft Costs, Extra Expense, and Rental Income.
2. **Waiting Period** – If a waiting period is indicated on the Schedule, "we" pay only for "your" soft costs, extra expense, or loss of rental income that "you" have incurred after the number of days indicated on the schedule have passed.

ADDITIONAL CONDITIONS

Appraisal – If "you" and "we" do not agree on the amount of the soft costs, extra expense, or loss of rental income, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the incurred soft cost expenses, extra expenses, or loss of rental income, if requested.

The appraisers will also determine the value of covered property at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us," the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us."

THIS ENDORSEMENT CHANGES THE BUILDERS RISK AND INSTALLATION COVERAGE.
PLEASE READ IT CAREFULLY.

LIMITED FUNGUS COVERAGE

LIMITED FUNGUS

Limited Fungus "Limit" – The most "we" pay in any one occurrence for loss caused by "fungus" is \$15,000.

ADDITIONAL DEFINITIONS

"Fungus" means:

1. a fungus, including but not limited to mildew and mold;
2. a protist, including but not limited to algae and slime mold;
3. wet rot and dry rot;
4. a bacterium; or
5. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

PERILS EXCLUDED

The following exclusion is added under Perils Excluded, item 1:

Fungus – Except as provided under **COVERAGE EXTENSIONS Limited Fungus Coverage**, "we" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungus".

But if "fungus" results in a "specified peril", we cover loss or damage caused by that "specified peril".

This exclusion does not apply to:

1. loss that results from fire or lightning.

COVERAGE EXTENSIONS

Limited Fungus Coverage

1. **Coverage** – "We" pay for direct physical loss to covered property caused by or relating to the existence of or any activity of "fungus".
2. **Coverage Limitation** – "We" only cover loss caused by "fungus":
 - a. when the "fungus" is the result of:
 - 1) a "specified peril" other than fire or lightning; or
 - 2) flood (if flood coverage is provided under this policy);
 that occurs during the policy period; and

Flood means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.

b. if all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.

3. **"Limit"** – The most "we" pay for all losses is the "limit" indicated on the Limited Fungus "Limit". The Limited Fungus "Limit" applies regardless of the number of claims made.

The Limited Fungus "Limit" is the most that "we" pay for the total of all loss or damage arising out of all occurrences of "specified perils", other than fire or lightning, or flood (if applicable) during each separate 12-month period beginning with the inception date of this policy.

4. **If The Policy Period Is Extended** – If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Limited Fungus Limit.
5. **Recurrence And Continuation Of Fungus** – Limited Fungus "Limit" is the most that "we" pay with respect to a specific occurrence of a loss which results in "fungus" even if such "fungus" recurs or continues to exist during this or any future policy period.
6. **Limit Applies To Other Costs Or Expenses** – Limited Fungus Limit also applies to any cost or expense to:
 - a. clean up, contain, treat, detoxify, or neutralize "fungus" on covered property or remove "fungus" from covered property;
 - b. remove and replace those parts of covered property necessary to gain access to "fungus"; and
 - c. test for the existence or level of "fungus" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus" is present.
7. **Loss Not Caused By Fungus** – If there is a covered loss or damage to covered property not caused by "fungus", loss payment will not be limited by the "terms" of this coverage extension. However, to the extent that "fungus" causes an increase in the loss, that increase is subject to the "terms" of this coverage extension.

OTHER CONDITIONS

The conditions described under Restoration Of Limits do not apply to the coverages provided under this endorsement.

**CANNABIS EXCLUSION ENDORSEMENT
ADVISORY NOTICE TO POLICYHOLDERS**

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **THE PROVISIONS OF THE POLICY (INCLUDING ITS ENDORSEMENTS), SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

CANNABIS EXCLUSION ENDORSEMENT CM9905(12-19)

This endorsement adds cannabis to **Property Not Covered**. With respect to direct physical loss of or damage to cannabis, the addition of cannabis to **Property Not Covered** represents a reinforcement of coverage intent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Property Not Covered is amended as follows:

"Cannabis" is added to **Property Not Covered**.

B. For the purpose of this endorsement, the following definition is added:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph B.1. above includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, by-product, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **B.2.a.**

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

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

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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



Employers Mutual
Casualty Company

NONASSESSABLE POLICY—MUTUAL PROVISIONS

Corporate Office, Des Moines, Iowa

The Insured shall not be liable for any assessment under this policy.

By acceptance of this policy the Named Insured becomes a member of the Company and shall be entitled to vote at all meetings of the Company, and shall upon termination of this policy, participate in the distribution of dividends as fixed and determined by the directors in accordance with law. The annual meeting of the members is held at the Corporate Office of the Company in Des Moines, Iowa, at 9:30 a.m. Central Time, on the second Wednesday in February of each year.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



EMCASCO
Insurance Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President



Union Insurance
Company of Providence

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President



Illinois EMCASCO
Insurance Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President



Dakota Fire
Insurance Company

Corporate Office, Bismarck, North Dakota

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President



EMC Property & Casualty Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President



Employers Mutual Casualty Company

MUTUALS—MEMBERSHIP AND VOTING NOTICE

Corporate Office, Des Moines, Iowa (Applicable in the State of Texas)

The Insured is notified that by virtue of this policy, the Insured is a member of the Employers Mutual Casualty Company of Des Moines, Iowa, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Corporate Office, Des Moines, Iowa, on the second Wednesday of February, in each year, at 9:30 a.m. Central Time.

MUTUALS—PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL CRIME COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system;
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Boiler And Machinery Coverage Part, the Commercial Crime Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss," or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form or the Covered Cause of Loss Section; or
 - b.** In a Covered Cause of Loss under the Causes of Loss – Basic Form or the Causes Of Loss – Broad Form;
 we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss," elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

**WISCONSIN NOTICE TO POLICYHOLDERS
CANCELLATION REQUESTED BY YOU**

If you ask us to cancel this policy prior the expiration date, you may pay a substantial penalty.

The penalty you will incur is that the amount of premium we will return will be less than the pro rata unearned premium.

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

EMC Insurance Companies

P.O. Box 327

Brookfield, WI 53008-0327

Phone: 1-262-717-3900

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance

Complaints Department

P.O. Box 7873

Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

AMENDATORY ENDORSEMENT WISCONSIN

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

2. Under Coverage Extensions, Debris Removal, if applicable, You Must Report Your Expenses is deleted and replaced by the following:

You Must Report Your Expenses -- "We" do not pay any expenses unless they are reported to "us" in writing within 20 days from the date of direct physical loss to covered property. Failure to report such expenses to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to report such expenses within the specified time and the expenses were reported as soon as reasonably possible and within one year after the time period specified above.

3. Under Supplemental Coverages, Pollutant Cleanup And Removal, if applicable, Time Limitation is deleted and replaced by the following:

Time Limitation -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 20 days from the date the covered peril occurs. Failure to report such expenses to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to report such expenses within the specified time and the expenses were reported as soon as reasonably possible and within one year after the time period specified above.

4. Under Perils Excluded, Criminal, Fraudulent, Dishonest, Or Illegal Acts, if applicable, is amended to include the following:

However, if a loss results from an act of, or pattern of, abuse or domestic abuse committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured, provided:

- a. the other insured did not cooperate in or contribute to the creation of the loss or damage; and
- b. the person who committed the act is criminally prosecuted.

"Our" payment will be limited to the claimant's insurable interest less payments made to a mortgagee or other party with a legal secured interest in the property. "We" retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

5. In What Must Be Done In Case Of Loss, item a. under Notice is deleted and replaced by the following:

- a. give "us" or "our" agent notice, including a description of the property involved, as soon as reasonably possible ("we" may request written notice); and

6. Under What Must Be Done In Case Of Loss, the first paragraph of Proof Of Loss is deleted and replaced by the following:

"You" must send "us", within 20 days after "our" request, a signed, sworn proof of loss. Failure to provide such proof of loss to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to provide such proof of loss within the specified time and the proof of loss was provided as soon as reasonably possible and within one year after the time period specified above. The proof of loss must include the following information:

7. Under How Much We Pay, Insurance Under More Than One Policy, Excess Amount is deleted.
8. Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud --

- a. The coverage provided by this policy is void as to "you" and any other insured if, before or after a loss:
- 1) "you" or any other insured have willfully concealed or misrepresented:
 - a) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - b) "your" interest herein; or
 - 2) there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

- b. No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects "our" obligation under this coverage unless "you" or any other insured who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:

- 1) "we" rely on the misrepresentation or breach of affirmative warranty and it is either material or it is made with intent to deceive; or
- 2) the fact misrepresented or falsely warranted contributes to the loss.

- c. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage unless it exists at the time of the loss and:

- 1) increases the risk at the time of the loss; or
- 2) contributes to the loss.

This does not apply to nonpayment of premium.

9. Under Other Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

10. In the Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage forms only, under Other Conditions, Suit Against Us is deleted.