

A STOCK COMPANY



Golden Bear Insurance Company

1550 W. FREMONT STREET, STOCKTON, CA 95203

In Witness Whereof, Golden Bear Insurance Company, Inc. has caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read "D. Smith", written over a horizontal line.

President

A handwritten signature in black ink, appearing to read "H. P.", written over a horizontal line.

Secretary



**NO FLAT CANCELLATION PERMITTED AFTER
EFFECTIVE DATE**

Golden Bear Insurance Company

Property Specified Peril Declarations

Policy Number GFP07001586-00

Named Insured and Mailing Address	Producer
Spanish Peaks Condominium Association c/o Hammon Property Mgmt PO Box 161242 Big Sky, MT 59716	CRC Insurance Services, Inc. 11518 Fairview Road Ste B Little Rock, AR 72212

Policy Period from **December 31, 2023** to **December 31, 2024** - 12:01 A.M. Standard Time at the mailing address

Insuring Agreement

In reliance upon your statement of values and in return for your payment of premium and compliance with applicable policy provisions, we will provide the insurance described in this policy. The coverage afforded by this policy is subject to the conditions, limitations and exclusions of the forms and endorsements listed in the Schedule of Forms, form number GBMC - 0200 0212 incorporated hereto and as stated in these Declarations. No other perils are insured nor coverage provided unless added by endorsement. Please read your entire policy carefully.

Description of Property Covered

We cover direct physical loss or damage from the Specified Peril(s) of Earthquake and Flood covering Pool, Building as set forth in the Earthquake and Flood Coverage Form, form number GBMC - 0602 0212 and Endorsements attached.

Locations Covered

We cover the insured property at the following location(s) only:

Locations covered are as Per Schedule of Locations Endorsement form GBMC - 1600 0212.

Limit of Liability

We insure the Locations Covered for no more than the following Limits of Liability:

\$1,000,000	Per Occurrence and Annual Aggregate as respects Earthquake
\$1,000,000	Per Occurrence and Annual Aggregate as respects Flood

Premium

Policy Premium:	\$5,000	25.0% Minimum Earned Premium:	\$1,250
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Taxes/Fees Applicable

State Fees:	Producer Responsibility	Broker Fee - \$300 MT Tax - \$160.88 Fire Marshal Tax - \$50 Fire Pension - \$75 =Sub Total \$6,735.88
Stamping Fees:	Producer Responsibility	
Inspection Fee:	\$350	
Policy Fee:	\$500	
		+Company Fee \$500.00
		+Company Inspection Fee \$350.00
		+Company Policy Fee \$300.00

NOTICE: This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty Association under the Montana Insurance Guaranty Association Act.



Golden Bear Insurance Company

Named Insured: Spanish Peaks Condominium Association

Policy Number: GFP07001586-00

Effective Date: December 31, 2023

FORMS SCHEDULE

It is understood and agreed the following forms and endorsements are attached to and are a part of this policy:

<u>Form #</u>	<u>Ed. Date</u>	<u>Form Title</u>
		GB Policy Cover Page
GBMC - 0100	02 12	Declarations
GBMC - 0200	06 14	Schedule of Forms
GBMC - 0250	01 23	Fraud Warning Notice
GBMC - 0400	02 12	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to PolicyHolders
GBMC - 0500	02 12	Service of Suit Endorsement
GBMC - 0602	02 12	Earthquake and Flood Coverage Form
GBMC - 0700	02 12	Additional Property Covered Endorsement
GBMC - 0800	02 12	Condominium Association Coverage Endorsement
GBMC - 1600	02 12	Schedule of Locations Endorsement
GBMC - 1700	02 12	Limitations on Fungus Wet Rot Dry Rot and Bacteria
GBMC - 1800	02 12	Exclusion of Certain Computer-Related Losses
GBMC - 1900	02 12	Seepage Pollution or Contamination Limitation
GBMC - 2000	02 12	Trade or Economic Sanction Exclusion
GBMC - 3500	03 20	Virus and Bacteria Exclusion
GBR 432	11 21	Exclusion - Climate Change Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBMC 0250 01 23

FRAUD WARNING NOTICE

We are required to provide **you** with the Fraud Warning pertaining to the state of your mailing address as described in the Declarations. Fraud Warnings serve to alert you to the consequences of fraudulent conduct in an insurance transaction. Please heed the applicable state Fraud Warning.

Alabama:

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.”

Alaska:

“A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.”

Arizona:

For your protection Arizona law requires the following statement to appear on this form. “Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.”

Arkansas, Louisiana, New Mexico:

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

California:

For your protection California law requires the following to appear on this form: “Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.”

Colorado:

“It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.”

Delaware, Idaho, Indiana:

“Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.”

District of Columbia:

"WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

Florida:

“Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.”

Kentucky:

“Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.”

Maine:

“It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.”

Maryland, Rhode Island:

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Minnesota:

“A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.”

New Hampshire:

“Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638:20.”

New Jersey:

“Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.”

New York:

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.”

Ohio:

“Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

Oklahoma:

“WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.”

Oregon:

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

Tennessee, Virginia, Washington:

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

West Virginia:

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

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

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

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

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

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

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

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

All other terms and conditions of this policy remain unchanged.

SERVICE OF SUIT ENDORSEMENT

In the event of our failure to pay any amount claimed to be due, we, at your request, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

The foregoing shall not constitute a waiver of the right of the Company to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state of the United States which most properly governs the cause of action alleged.

In any suit instituted against us upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose by statute or his or her successor or successors in office as their true and lawful attorney upon whom may be served all lawful process in any action, suit, or proceeding instituted by or on behalf of the Named Insured or beneficiary arising out of the contract of insurance.

The Company hereby designates Stacey A. Jackson, General Counsel of Golden Bear Insurance Company, 1550 W Fremont Street, Stockton, CA 95203, as the person to whom the said Superintendent, Commissioner, or Director of Insurance is authorized to mail by certified or registered mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the Agreed Jurisdictions.

Service of suit against us may alternatively be made by personal service upon our designated agent for service of process as follows:

Stacey Jackson, General Counsel
Golden Bear Insurance Company
1550 W. Fremont Street
Stockton, CA 95203

All other terms and conditions of this policy remain unchanged.

EARTHQUAKE AND FLOOD COVERAGE FORM

1. **INSURING AGREEMENT** - THIS POLICY INSURES AGAINST DIRECT PHYSICAL LOSS OR DAMAGE FROM EARTHQUAKE AND FLOOD, WHILE ANYWHERE WITHIN THE 50 STATES OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA AS MORE FULLY SET FORTH IN ITEM 3 OF THE DECLARATIONS.

2. **PROPERTY OR INTEREST COVERED** - THIS POLICY COVERS PROPERTY ONLY AS INDICATED IN ITEMS A, B, C, D, AND E BELOW. NO COVERAGE ATTACHED UNDER ANY ITEM UNLESS COVERAGE HAS BEEN DESIGNATED BY THE INSERTION OF AN "X" ON THE LINE PRECEDING THAT ITEM.

ITEM A - ON BUILDING(S) AND/OR STRUCTURES IN ALL PARTS, INCLUDING ADDITIONS AND/OR EXTENSIONS IN CONTACT THEREWITH (REGARDLESS OF CONSTRUCTION) AND ON ALL PROPERTY BELONGING TO AND/OR CONSTITUTING A PERMANENT PART OF SAID BUILDINGS AND/OR STRUCTURES AND PERTAINING TO THE SERVICE, UPKEEP, MAINTENANCE AND OPERATION THEREOF; ALL WHICH NOW IS OR MAY HEREAFTER DURING THE TERM OF THIS POLICY BECOME AT THE RISK OF THE INSURED:

ITEM B - ON STOCK, MATERIALS AND SUPPLIES OF EVERY DESCRIPTION USUAL OR INCIDENTAL TO THE OPERATIONS OF THE INSURED INCLUDING THE INSURED'S INTEREST IN MATERIALS, LABOR AND CHARGES FURNISHED, PERFORMED ON, OR INCURRED IN CONNECTION WITH PROPERTY OF OTHERS:

ITEM C - ON FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY BEING PROPERTY OF THE INSURED, OR SIMILAR PROPERTIES OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED AND FOR WHICH THE INSURED IS LIABLE IN EVENT OF LOSS:

ITEM D - ON THE INSURED'S INTEREST IN TENANTS' IMPROVEMENTS AND BETTERMENTS TO BUILDINGS, BEING FIXTURES, ALTERATIONS, INSTALLATIONS OR ADDITIONS COMPRISING PART OF A BUILDING(S) OCCUPIED BUT NOT OWNED BY THE INSURED AND MADE AT THE EXPENSE OF THE INSURED.

ITEM E - BUSINESS INTERRUPTION, EXTRA EXPENSE, RENTAL VALUE OR OTHER TIME ELEMENT COVERAGES AS INDICATED IN ITEM 3 OF THE DECLARATIONS.

3. **SCHEDULE OF LOCATIONS COVERED** - THIS POLICY COVERS INSURED PROPERTY OR INTEREST ONLY AT SUCH LOCATIONS LISTED ON THE MOST RECENT STATEMENT OF VALUES ON FILE WITH THIS COMPANY.

4. **LIMIT OF LIABILITY** - IN THE EVENT OF A LOSS THE LIABILITY OF THE COMPANY SHALL BE LIMITED TO THE LEAST OF THE FOUR (4) CATEGORIES:

(A) THE ACTUAL ADJUSTED AMOUNT OF LOSS, LESS ANY APPLICABLE DEDUCTIBLE(S).

(B) THE STATED VALUES FOR THE ITEMS INVOLVED, AS SHOWN ON THE MOST RECENT STATEMENT OF VALUES ON FILE WITH THIS COMPANY INCLUDING ANY APPLICABLE SUBLIMITS THAT WOULD APPLY TO THE ITEMS INVOLVED.

(C) THE LIMIT OF LIABILITY OR AMOUNT OF INSURANCE STATED ON THE DECLARATIONS PAGE OR AS STATED ELSEWHERE IN THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THIS COMPANY EXCEED THIS LIMIT OR AMOUNT AS A RESULT OF ONE DISASTER, CASUALTY, OR EVENT, IRRESPECTIVE OF THE NUMBER OF ITEMS OR LOCATIONS INVOLVED, SUBLIMITS OR ADDITIONAL LIMITS PROVIDED WITHIN THIS POLICY.

(D) THE ANNUAL AGGREGATE FOR EARTHQUAKE AND THE ANNUAL AGGREGATE FOR FLOOD OR ANY OTHER ANNUAL AGGREGATE LIMIT OF LIABILITY STATED ON THE DECLARATIONS PAGE OR AS STATED ELSEWHERE IN THIS POLICY.

5. **DEDUCTIBLES** – ALL CLAIMS FOR LOSS ARISING OUT OF A SINGLE OCCURRENCE SHALL BE ADJUSTED AS ONE CLAIM AND FROM THE AMOUNT OF EACH SUCH CLAIM A SINGLE DEDUCTIBLE SHALL APPLY TO THE TOTAL OF THE ADJUSTED CLAIMS RESULTING FROM EACH OCCURRENCE. THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR CLAIM UNLESS SUCH LOSS OR CLAIM EXCEEDS FIVE PERCENT (5.00%) OF THE REPLACEMENT VALUE OF EACH SEPARATE UNIT OF INSURANCE, SUBJECT TO A \$25,000. MINIMUM PER OCCURRENCE FOR EACH PERIL COVERED BY THIS POLICY, AND THEN ONLY FOR ITS PROPORTION OF SUCH EXCESS.

(A) THE FOLLOWING SHALL BE CONSIDERED AS A SEPARATE UNIT OF INSURANCE:

1. EACH SEPARATE BUILDING OR STRUCTURE;
2. THE CONTENTS OF EACH SEPARATE BUILDING OR STRUCTURE AS DEFINED IN PARAGRAPH 2, PROPERTY OR INTEREST COVERED, ITEMS B, C AND D;
3. PROPERTY IN EACH YARD;
4. BUSINESS INTERRUPTION EXTRA EXPENSE, RENTAL VALUE OR OTHER TIME ELEMENT COVERAGES VALUES AS COVERED BY THIS POLICY AT EACH SEPARATE BUILDING OR STRUCTURE, IF ANY.

6. **PROPERTY EXCLUDED:**

- (A) ACCOUNTS BILLS, DEEDS, EVIDENCES OF DEBT, CURRENCY, MONEY, NOTES, SECURITIES, STAMPS, ORIGINAL DRAWINGS AND SPECIFICATIONS, LETTERS OF CREDIT, PASSPORTS, TICKETS OR VALUABLE PAPERS;
- (B) ANIMALS, GROWING PLANTS OR SHRUBS (EXCEPT WHEN HELD FOR SALE, OR WHEN USED FOR DECORATIVE PURPOSES INSIDE BUILDINGS) GROWING CROPS, MOTOR VEHICLES LICENSED OR DESIGNED PRINCIPALLY FOR HIGHWAY USE, WATERCRAFT, AIRCRAFT, MOTORCYCLES, MOTOR SCOOTERS AND OTHER SIMILAR VEHICLES LICENSED OR DESIGNED PRINCIPALLY FOR HIGHWAY USE;
- (C) PROPERTY SOLD BY THE INSURED UNDER CONDITIONAL SALES, TRUST AGREEMENTS, INSTALLMENT PAYMENTS OR OTHER DEFERRED PAYMENT PLANS AFTER DELIVERY TO CUSTOMERS;
- (D) PROPERTY IN TRANSIT;
- (E) STEAM BOILERS, STEAM PIPES, STEAM TURBINES, OR STEAM ENGINES OWNED OR OPERATED BY THE INSURED AGAINST LOSS BY BURSTING, RUPTURE OR EXPLOSION OF SUCH OBJECTS;
- (F) MACHINES OR MACHINERY AGAINST LOSS BY RUPTURE, BURSTING OR DISINTEGRATING OF ROTATING OR MOVING PARTS;
- (G) CONTRACTOR'S EQUIPMENT;
- (H) JEWELRY, WATCHES, PEARLS PRECIOUS AND SEMI-PRECIOUS STONES, GOLD, SILVER, PLATINUM, OTHER PRECIOUS METALS OR ALLOYS, BULLION, FURS AND ARTICLES TRIMMED WITH FUR;
- (I) ELECTRONIC DATA PROCESSING EQUIPMENT INCLUDING COMPUTERS, ELECTRONIC ACCOUNTING MACHINES, ALL SUPPORTING MACHINERY, MAGNETIC TAPES, DISCS, CARDS, ANY

STORAGE DEVICE AND ALL SOFTWARE INCLUDING PROCEDURES, PROGRAMS OR SOURCE MATERIAL OF ANY KIND;

(J) PROPERTY IN THE COURSE OF CONSTRUCTION, INCLUDING MATERIALS AND SUPPLIES THEREFORE;

(K) POWER TRANSMISSION AND/OR FEEDER LINES NOT ON THE INSURED'S PREMISES.

7. PERILS EXCLUDED:

THIS POLICY DOES NOT INSURE AGAINST:

- (A) (1) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM FIRE AND LIGHTNING AS SET FORTH IN A STANDARD FIRE INSURANCE POLICY, WINDSTORM OR HAIL, SMOKE, EXPLOSION, RIOT, RIOT ATTENDING A STRIKE OR CIVIL COMMOTION, AIRCRAFT OR VEHICLE, VANDALISM AND MALICIOUS MISCHIEF AND SPRINKLER LEAKAGE ALL AS MORE FULLY DEFINED AND LIMITED IN THE FORMS APPROVED BY THE RATING BUREAU HAVING FORMS JURISDICTION WHERE THE PROPERTY IS LOCATED: WHETHER OR NOT INSURANCE FOR SUCH PERILS IS BEING MAINTAINED BY THE INSURED AT THE TIME OF THE LOSS AND WHETHER OR NOT SUCH LOSS OR DAMAGE IS DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY A PERIL COVERED UNDER THIS POLICY;
- (2) LOSS OR DAMAGE CAUSED BY ANY PERIL PRESENTLY AVAILABLE UNDER ISO FORMS CF 0013, CF 0014 OR CP 1030 OR THEIR EQUIVALENT AS APPROVED BY THE INSURANCE DEPARTMENT OF THE STATE WHERE THE PROPERTY IS LOCATED; WHETHER OR NOT SUCH INSURANCE IS MAINTAINED BY THE INSURED AT THE TIME OF THE LOSS AND WHETHER OR NOT SUCH LOSS OR DAMAGE IS DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY A PERIL COVERED UNDER THIS POLICY.
- (B) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENTS OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;
- (C) MERE DISAPPEARANCE OF PROPERTY OR LOSS OR SHORTAGE OF PROPERTY DISCLOSED ON TAKING INVENTORY;
- (D) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM WEAR, TEAR, MECHANICAL BREAKDOWN, DERANGEMENT, INHERENT VICE, LATENT DEFECT, GRADUAL DETERIORATION, MOTH, VERMIN, RODENTS, TERMITES OR OTHER INSECTS INCLUDING LARVAE OR PUPAE THEREOF;
- (E) LOSS OR DAMAGE BY GAS OR SMOKE FROM AGRICULTURAL SMUDGING, SMOG, OR INDUSTRIAL OPERATIONS;
- (F) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM DAMPNES OF ATMOSPHERE, DRYNESS OF ATMOSPHERE, EXTREMES OR CHANGES OF TEMPERATURE, SHRINKAGE, EVAPORATION, LOSS OF WEIGHT, LEAKAGE OF CONTENTS, BREAKAGE OF GLASS OR SIMILAR FRAGILE MATERIALS (OTHER THAN LENSES OF PHOTOGRAPHIC OR SCIENTIFIC INSTRUMENTS), MARRING, SCRATCHING, RUST OR CORROSION, EXPOSURE TO LIGHT, CONTAMINATION, CHANGE IN FLAVOR OR COLOR OR TEXTURE OR FINISH;
- (G) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM INFIDELITY OF INSURED'S EMPLOYEES OR OF PERSONS TO WHOM THE INSURED PROPERTY MAY BE ENTRUSTED;
- (H) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM ANY FRAUDULENT SCHEME, TRICK, DEVICE OR FALSE PRETENSE PRACTICED UPON THE INSURED OR UPON ANY PERSON(S) TO WHOM THE PROPERTY MAY BE ENTRUSTED;

(I) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED, EXCEPT WITH RESPECT TO ENSUING LOSS CAUSED BY OR RESULTING FROM A PERIL NOT OTHERWISE EXCLUDED;

(J) WITH REGARD TO ANY PROPERTY OR INTEREST IF COVERED HEREUNDER IN PARAGRAPH 2, THIS POLICY DOES NOT INSURE AGAINST:

(1) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM NORMAL SETTLING, SHRINKAGE OR EXPANSION IN FOUNDATIONS, WALLS, FLOORS, OR CEILINGS, OR SUBSIDENCE. SUCH LOSS OR DAMAGE IS EXCLUDED REGARDLESS OF WHETHER ANY CAUSE OR EVENT OTHER THAN EARTHQUAKE CONTRIBUTES CONCURRENTLY OR IN ANY SEQUENCE TO THE LOSS;

(2) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM EARTH MOVEMENT. MEANING ANY LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY LANDSLIDE; ROCKSLIDE; AVALANCHE; MUDFLOW; EARTH SINKING; EARTH SHIFTING OR RISING; SETTLING; VOLCANIC ERUPTION MEANING THE ERUPTION, EXPLOSION, OR EFFUSION OF A VOLCANO. NO COVERAGE IS PROVIDED FOR DAMAGE FROM ANY MAN MADE ACTIONS CASUING GROUND MOVEMENT OR SHAKING OF THE EARTH. THIS EXCLUSION APPLIES EVEN THOUGH THE LOSS OR DAMAGE IS CONTRIBUTED TO IN ANY MANNER BY PERILS OTHER THAN EARTHQUAKE WHICH ARE INSURED AGAINST IN THIS POLICY;

(3) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE INSURED;

(4) LOSS OR DAMAGE OCCASIONED BY ENFORCEMENT OF ANY ORDINANCE OR LAW REGULATING THE USE, CONSTRUCTION, RECONSTRUCTION, REPAIR, DEMOLITION, COST OF REMOVING DEBRIS, OR INCREASED COST OF CONSTRUCTION OF ANY REAL PROPERTY INSURED HEREUNDER. THIS EXCLUSION APPLIES EVEN THOUGH THE LOSS OR DAMAGE IS CONTRIBUTED TO IN ANY MANNER BY ANY PERILS WHETHER OR NOT INSURED AGAINST IN THIS POLICY;

(K) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM:

(1) HOSTILE OR WARLIKE ACTION IN THE TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK (A) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES: OR (B) BY MILITARY, NAVAL OR AIR FORCES: OR (C) BY ANY AGENT OF ANY SUCH GOVERNMENT, POWER AUTHORITY OR FORCES:

(2) ANY WEAPON OF WAR EMPLOYING ATOMIC FISSION OR RADIOACTIVE FORCE WHETHER IN TIME OF PEACE OR WAR:

(3) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE, SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATION, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE:

(4) ANY TERRORIST ACT, INCLUDING BUT NOT LIMITED TO ANY FEDERALLY DESIGNATED ACT OF TERRORISM, OR PREPARATION IN RESPECT OF ACTION OR THREAT OF ACTION, DESIGNED TO INFLUENCE THE GOVERNMENT DE JURE OR DE

FACTO OF ANY NATION OR POLITICAL DIVISION THEREOF, OR IN PURSUIT OF POLITICAL, RELIGIOUS, IDEOLOGICAL, SOCIAL, OR ECONOMIC OBJECTIVES OR SIMILAR PURPOSES TO INTIMIDATE THE PUBLIC OR A SECTION OF THE PUBLIC OF ANY NATION BY ANY PERSON OR GROUP(S) OF PERSONS WHETHER ALONE OR ON BEHALF OF OR IN CONNECTION WITH ANY ORGANIZATION(S) OR GOVERNMENT(S) DE JURE OR DE FACTO, AND WHICH INVOLVES VIOLENCE AGAINST ONE OR MORE PERSONS; OR INVOLVES DAMAGE TO PROPERTY; OR ENDANGERS LIFE OTHER THAN THAT OF THE PERSON COMMITTING THE ACTION; OR CREATES A RISK TO HEALTH OR SAFETY OF THE PUBLIC OR A SECTION OF THE PUBLIC.

- (L) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION ALL WHETHER CONTROLLED OR UNCONTROLLED, AND WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY THE PERIL(S) INSURED AGAINST IN THIS POLICY:
- (M) LOSS OR DAMAGE RESULTING FROM THE FREEZING OF PLUMBING OR HEATING SYSTEMS IN VACANT PROPERTIES:
- (N) LOSS OR DAMAGE BY PILFERAGE, BURGLARY, LARCENY, THEFT, OR ATTEMPTED THEFT.
- (O) ERRORS IN DESIGN, ERRORS IN PROCESSING, FAULTY WORKMANSHIP OR FAULTY MATERIALS, UNLESS THE COLLAPSE OF THE PROPERTY OR A PART THEREOF ENSUES AND THEN ONLY THE ENSUING LOSS:
- (P) LOSS OR DAMAGE TO PROPERTY WHILE ACTUALLY BEING WORKED UPON AND DIRECTLY RESULTING THERE FROM, EXCEPT ENSUING LOSS FROM A PERIL NOT OTHERWISE EXCLUDED BY THIS POLICY:
- (Q) LOSS OR DAMAGE CAUSED BY EXPOSURE TO ELEMENTS OF THE WEATHER WHERE ANY INSURED PERSONAL PROPERTY IS LEFT IN THE OPEN OR NOT CONTAINED IN BUILDINGS OF PERMANENT FOUNDATIONS:
- (R) DELAY, LOSS OF MARKET, LOSS OF USE, INTERRUPTION OF BUSINESS, CONSEQUENTIAL LOSS OF ANY NATURE; UNLESS SPECIFICALLY INSURED UNDER PARAGRAPH 2, ITEM E:
- (S) "EARTHQUAKE SPRINKLER LEAKAGE" AS HEREIN DEFINED.

- 8. **OTHER INSURANCE** - IF A LOSS COVERED BY THIS POLICY IS ALSO COVERED BY OTHER INSURANCE, THE COVERAGE AFFORDED BY THIS POLICY SHALL BE EXCESS TO THE COVERAGE AFFORDED BY SUCH OTHER INSURANCE.
- 9. **EXCESS INSURANCE** - PERMISSION IS GRANTED THE INSURED TO HAVE EXCESS INSURANCE OVER THE LIMIT OF LIABILITY SET FORTH IN THIS POLICY WITHOUT PREJUDICE TO THIS POLICY AND THE EXISTENCE OF SUCH INSURANCE, IF ANY, SHALL NOT REDUCE ANY LIABILITY UNDER THIS POLICY.

10. SINGLE LOSS CLAUSE

- (A) EACH LOSS BY EARTHQUAKE SHALL CONSTITUTE A SINGLE CLAIM HEREUNDER; PROVIDED, IF MORE THAN ONE EARTHQUAKE SHOCK SHALL OCCUR WITHIN ANY PERIOD OF ONE HUNDRED SIXTY EIGHT (168) HOURS DURING THE TERM OF THIS POLICY, SUCH EARTHQUAKE SHOCKS SHALL BE DEEMED TO BE A SINGLE EARTHQUAKE WITHIN THE MEANING HEREOF. THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS CAUSED BY ANY EARTHQUAKE SHOCK OCCURRING BEFORE THE EFFECTIVE DATE AND TIME OF THIS POLICY, NOR FOR ANY LOSS OCCURRING AFTER THE EXPIRATION DATE AND TIME OF THIS POLICY.
- (B) EACH LOSS BY FLOOD SHALL CONSTITUTE A SINGLE CLAIM HEREUNDER; PROVIDED, IF MORE THAN ONE FLOOD SHALL OCCUR WITHIN ANY PERIOD OF ONE HUNDRED SIXTY EIGHT (168) HOURS DURING THE TERM OF THIS POLICY, SUCH FLOOD SHALL BE DEEMED TO BE A SINGLE FLOOD WITHIN THE MEANING HEREOF. THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS CAUSED BY ANY FLOOD OCCURRING BEFORE THE EFFECTIVE DATE AND TIME OF THIS POLICY, NOR FOR ANY LOSS OCCURRING AFTER THE EXPIRATION DATE AND TIME OF THIS POLICY.

IN NO EVENT SHALL THIS COMPANY BE LIABLE FOR ANY LOSS CAUSED DIRECTLY OR INDIRECTLY BY FIRE, EXPLOSION OR OTHER EXCLUDED PERILS WHETHER THE SAME BE CAUSED BY OR ATTRIBUTABLE TO EARTHQUAKE, FLOOD OR OTHERWISE.

- 11. REDUCTION IN AMOUNT OF INSURANCE LOSS CLAUSE** – THE AMOUNT OF INSURANCE AND APPLICABLE LIMIT OF LIABILITY AS PER ITEM 6 OF THE DECLARATIONS, UPON THE OCCURRENCE OF ANY LOSS COVERED HEREUNDER, IS REDUCED BY THE AMOUNT OF SUCH LOSS.
- 12. MINIMUM EARNED PREMIUM** – IN THE EVENT OF CANCELLATION OF THIS POLICY BY THE INSURED, OR CANCELLATION BY THIS COMPANY FOR NON-PAYMENT OF PREMIUM, NO LESS THAN OF THE TOTAL PREMIUM AS SHOWN ON THE DECLARATIONS PAGE SHALL BE RETAINED AS A FULLY EARNED MINIMUM PREMIUM. THIS WILL NOT BE SUBJECT TO ANY PRO-RATA OR SHORT RATE CALCULATIONS. THIS WILL NOT BE SUBJECT TO ANY PRO-RATA OR SHORT RATE CALCULATIONS. IN THE EVENT OF A LOSS CAUSED BY A PERIL COVERED UNDER THIS POLICY, THE POLICY PREMIUM WILL BE FULLY EARNED.
- 13. CANCELLATION** - THIS POLICY MAY BE CANCELED BY THE INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELED BY THE COMPANY BY MAILING TO THE INSURED AT THE ADDRESS SHOWN IN THIS POLICY OR LAST KNOWN ADDRESS WRITTEN NOTICE STATING WHEN NOT LESS THAN FORTY-FIVE (45) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE; HOWEVER, CANCELLATION DUE TO NON-PAYMENT OF PREMIUM SHALL REQUIRE TEN (10) DAYS WRITTEN NOTICE OF CANCELLATION. THE MAILING OF NOTICE AS AFOREMENTIONED SHALL BE SUFFICIENT PROOF OF NOTICE AND THE EFFECTIVE DATE OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.
- 14. VALUATION** –
- (A) UNLESS OTHERWISE ENDORSED HEREON, THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN THE REPLACEMENT COST OF THIS PROPERTY AT ANY TIME ANY LOSS OR DAMAGE OCCURS. THE VALUE OF THE LOSS OR DAMAGE SHALL BE ASCERTAINED BASED UPON THE REPLACEMENT COST WITH NO DEDUCTION FOR DEPRECIATION. THE REPLACEMENT COST SHALL IN NO EVENT EXCEED WHAT IT WOULD THEN COST TO REPAIR OR REPLACE THE SAME WITH MATERIAL OF LIKE KIND AND QUALITY, NOR THE AMOUNT FOR WHICH THE INSURED MAY BE LIABLE.
- (B) IF THE INSURED DOES NOT ACTUALLY REPAIR OR REPLACE THE PROPERTY, THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN THE ACTUAL CASH VALUE OF THE PROPERTY AT THE TIME OF LOSS.

- (C) AS RESPECTS STOCK (RAW, IN PROCESS OR FINISHED) OR MERCHANDISE, INCLUDING MATERIALS AND SUPPLIES IN CONNECTION THEREWITH, PROPERTY OF OTHERS, MANUSCRIPTS, HOUSEHOLD FURNITURE OR RESIDENTIAL CONTENTS THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN THE ACTUAL CASH VALUE OF SUCH ITEMS. ACTUAL CASH VALUE MEANS FAIR MARKET VALUE OF THE PROPERTY THE DAY BEFORE THE LOSS. IN NO EVENT SHALL ACTUAL CASH VALUE EXCEED WHAT IT WOULD COST TO REPAIR OR REPLACE THE SAME WITH MATERIAL OF LIKE KIND AND QUALITY, NOR THE AMOUNT FOR WHICH THE INSURED MAY BE LIABLE.
- (D) THE VALUE OF LOSS OR DAMAGE TO TENANTS' IMPROVEMENTS AND BETTERMENTS IS BASED UPON THE ACTUAL CASH VALUE OF THE LOST OR DAMAGED PROPERTY. TENANT'S IMPROVEMENTS LOSSES ARE NOT COVERED IF REPAIRED OR REPLACED AT ANOTHER'S EXPENSE.
- (E) IN NO EVENT WILL ACTUAL CASH VALUE OR REPLACEMENT COST EXCEED THE STATED VALUES FOR THE ITEM(S) INVOLVED, AND THE COMPANY SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR MORE THAN THE STATED VALUES AS SHOWN ON THE MOST RECENT STATEMENT OF VALUES ON FILE WITH THE COMPANY.
- (F) THE INSURED MUST NOTIFY THE COMPANY IN WRITING OF INTENT TO REPAIR OR REPLACE WITHIN 180 DAYS AFTER THE LOSS. THE INSURED MUST SUBMIT RECEIPTS FOR THE COSTS OF REPLACEMENT OR REPAIR AND OTHER DOCUMENTATION TO RECEIVE REIMBURSEMENT.

15. PAIR, SET OR PARTS - IN THE EVENT OF LOSS OF OR DAMAGE TO:

- (A) ANY ARTICLE OR ARTICLES WHICH ARE A PART OF A PAIR OR SET, THE MEASURE OF LOSS OF OR DAMAGE TO SUCH ARTICLE OR ARTICLES SHALL BE REASONABLE AND FAIR PROPORTION OF THE TOTAL VALUE OF THE PAIR OR SET, GIVING CONSIDERATION TO THE IMPORTANCE OF SAID ARTICLE OR ARTICLES, BUT IN NO EVENT SHALL SUCH LOSS OR DAMAGE BE CONSTRUED TO MEAN TOTAL LOSS OF THE PAIR OR SET; OR
- (B) ANY PART OF PROPERTY COVERED CONSISTING, WHEN COMPLETE FOR USE OR SALE, OF SEVERAL PARTS, THE COMPANY SHALL BE LIABLE FOR THE VALUE OF THE PART LOST OR DAMAGED.

16. LABELS - IN THE EVENT OF LOSS OF OR DAMAGE TO LABELS, CAPSULES OR WRAPPERS, THE LOSS SHALL BE ADJUSTED ON THE BASIS OF AN AMOUNT SUFFICIENT TO PAY THE COST OF NEW LABELS, CAPSULES OR WRAPPERS.

17. DEBRIS REMOVAL -

- (A) THIS POLICY COVERS EXPENSES INCURRED IN THE REMOVAL OF ALL DEBRIS OF THE PROPERTY COVERED HEREUNDER WHICH MAY BE OCCASIONED BY LOSS CAUSED BY ANY OF THE PERILS INSURED AGAINST, SUBJECT HOWEVER TO THE LIMIT OF LIABILITY.
- (B) THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY AND THIS CLAUSE FOR:
 - 1. MORE THAN THE AMOUNT OF INSURANCE PROVIDED IN THIS POLICY;
 - 2. ANY GREATER PROPORTION OF SUCH EXPENSE THAN THE AMOUNT OF INSURANCE HEREUNDER BEARS TO THE TOTAL AMOUNT OF ALL INSURANCE, WHETHER ALL SUCH INSURANCE CONTAINS THIS CLAUSE OR NOT; NOR

3. LOSS OCCASIONED BY THE ENFORCEMENT OF ANY STATE OR MUNICIPAL LAW OR ORDINANCE WHICH NECESSITATES THE DEMOLITION OF ANY PORTION OF THE BUILDING COVERED HEREUNDER WHICH HAS NOT SUFFERED DAMAGE BY ANY OF THE PERILS INSURED AGAINST IN THIS POLICY UNLESS SUCH LIABILITY IS OTHERWISE SPECIFICALLY INSURED BY THIS POLICY.

(C) IF THIS POLICY IS DIVIDED INTO TWO OR MORE ITEMS, THE FOREGOING SHALL APPLY SEPARATELY TO EACH SUCH ITEM.

18. **NOTICE OF LOSS** - THE INSURED SHALL AS SOON AS PRACTICABLE REPORT IN WRITING TO THE COMPANY OR ITS AGENT EVERY LOSS, DAMAGE OR OCCURRENCE WHICH MAY GIVE RISE TO A CLAIM UNDER THIS POLICY AND SHALL ALSO FILE WITH THE COMPANY OR ITS AGENT WITHIN NINETY (90) DAYS FROM DATE OF DISCOVERY OF SUCH LOSS, DAMAGE OR OCCURRENCE, A DETAILED SWORN PROOF OF LOSS.
19. **PROTECTION OF PROPERTY** - IN CASE OF IMMINENT OR ACTUAL LOSS OR DAMAGE, THE INSURED HAS A DUTY OF PREVENTING A THREATENED INSURABLE LOSS AND MITIGATING SUCH LOSS BY TAKING REASONABLE STEPS TO PROTECT INSURED PROPERTY. THE INSURED MUST KEEP A RECORD OF EXPENSES INCURRED TO PROTECT THE PROPERTY, AND TO THE EXTENT THESE EMERGENCY EFFORTS ARE REASONABLE AND NECESSARY TO REDUCE OR PREVENT LOSS OR DAMAGE, THE COMPANY WILL REIMBURSE THE INSURED. HOWEVER, THE COMPANY WILL NOT PAY FOR SUCH REPAIRS OR EMERGENCY MEASURES PERFORMED ON EXCLUDED PROPERTY OR PROPERTY DAMAGE CAUSED BY AN EXCLUDED PERIL. REIMBURSEMENT DOES NOT INCREASE THE LIMIT OF LIABILITY.
20. **ASSISTANCE AND COOPERATION OF THE INSURED** - IN THE EVENT THIS POLICY COVERS THE INSURED'S LIABILITY, THE INSURED SHALL COOPERATE WITH THE COMPANY, AND UPON THE COMPANY'S REQUEST, SHALL ATTEND HEARINGS AND TRIALS AND SHALL ASSIST IN EFFECTING SETTLEMENTS, SECURING AND GIVING EVIDENCE, OBTAINING THE ATTENDANCE OF WITNESSES AND IN THE CONDUCT OF SUITS.
21. **NO VOLUNTARY PAYMENT** - THE INSURED SHALL NOT VOLUNTARILY MAKE ANY PAYMENT, ASSUME ANY OBLIGATION OR INCUR ANY EXPENSE WITHOUT WRITTEN CONSENT OF THE COMPANY. SHOULD THE INSURED MAKE A VOLUNTARY PAYMENT, THIS COMPANY WILL HAVE NO OBLIGATION TO REIMBURSE THE INSURED.
22. **EXAMINATION UNDER OATH** - THE INSURED, AS OFTEN AS MAY BE REASONABLY REQUIRED, SHALL EXHIBIT TO ANY PERSON DESIGNATED BY THE COMPANY ALL THAT REMAINS OF ANY PROPERTY HEREIN DESCRIBED, AND SHALL SUBMIT, AND IN SO FAR AS IS WITHIN HIS OR THEIR POWER CAUSE HIS OR THEIR EMPLOYEES, MEMBERS OF THE HOUSEHOLD AND OTHERS TO SUBMIT TO EXAMINATIONS UNDER OATH BY ANY PERSON NAMED BY THE COMPANY AND SUBSCRIBE THE SAME; AND, AS OFTEN AS MAY BE REASONABLY REQUIRED, SHALL PRODUCE FOR EXAMINATION ALL WRITINGS, BOOKS OF ACCOUNT, BILLS, INVOICES AND OTHER VOUCHERS, OR CERTIFIED COPIES THEREOF IF ORIGINALS BE LOST, AT SUCH REASONABLE TIME AND PLACE AS MAY BE DESIGNATED BY THE COMPANY OR ITS REPRESENTATIVE, AND SHALL PERMIT EXTRACTS AND COPIES THEREOF TO BE MADE. NO SUCH EXAMINATIONS UNDER OATH OR EXAMINATION OF BOOKS OR DOCUMENTS, NOR ANY OTHER ACT OF THE COMPANY OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES IN CONNECTION WITH THE INVESTIGATION OF ANY LOSS OR CLAIM HEREUNDER, SHALL BE DEEMED A WAIVER OF ANY DEFENSE WHICH THE COMPANY MIGHT OTHERWISE HAVE WITH RESPECT TO ANY LOSS OR CLAIM, BUT ALL SUCH EXAMINATIONS AND ACTS SHALL BE DEEMED TO HAVE BEEN MADE OR DONE WITHOUT PREJUDICE TO THE COMPANY'S LIABILITY.

23. **PRIVILEGE TO ADJUST WITH OWNER** - IN THE EVENT OF LOSS OF OR DAMAGE TO PROPERTY OF OTHERS HELD BY THE INSURED FOR WHICH CLAIM IS MADE UPON THE COMPANY, THE RIGHT TO ADJUST SUCH LOSS OR DAMAGE WITH THE OWNER OR OWNERS OF THE PROPERTY IS RESERVED TO THE COMPANY AND THE RECEIPT OF SUCH OWNER OR OWNERS IN SATISFACTION THEREOF SHALL BE IN FULL SATISFACTION OF ANY CLAIM OF THE INSURED FOR WHICH SUCH PAYMENT HAS BEEN MADE. IF LEGAL PROCEEDINGS BE TAKEN TO ENFORCE A CLAIM AGAINST THE INSURED AS RESPECTS ANY SUCH LOSS OR DAMAGE, THE COMPANY RESERVES THE RIGHT AT THIS OPTION WITHOUT EXPENSE TO THE INSURED, TO CONDUCT AND CONTROL THE DEFENSE ON BEHALF OF AND IN THE NAME OF THE INSURED. NO ACTION OF THE COMPANY IN SUCH REGARD SHALL INCREASE THE LIABILITY OF THE COMPANY UNDER THIS POLICY, NOR INCREASE THE LIMITS OF LIABILITY SPECIFIED IN THE POLICY.
24. **MISREPRESENTATION AND FRAUD** - THIS ENTIRE POLICY SHALL BE VOID IF, WHETHER BEFORE OR AFTER A LOSS, THE INSURED HAS CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR CIRCUMSTANCE CONCERNING THIS INSURANCE OR THE SUBJECT THEREOF, OR THE INTEREST OF THE INSURED THEREIN, OR IN CASE OF ANY FRAUD OR FALSE SWEARING BY THE INSURED RELATING THERETO.
25. **APPRAISAL** - IF THE INSURED AND THE COMPANY FAIL TO AGREE AS TO THE AMOUNT OF LOSS, EACH SHALL, ON THE WRITTEN DEMAND OF EITHER, MADE WITHIN (60) DAYS AFTER RECEIPT OF PROOF OF LOSS BY THE COMPANY, SELECT A COMPETENT AND DISINTERESTED APPRAISER, AND THE APPRAISAL SHALL BE MADE AT A REASONABLE TIME AND PLACE. THE APPRAISERS SHALL FIRST SELECT A COMPETENT AND DISINTERESTED UMPIRE, AND FAILING FOR FIFTEEN (15) DAYS TO AGREE UPON SUCH UMPIRE, THEN, ON THE REQUEST OF THE INSURED OR THE COMPANY, SUCH UMPIRE SHALL BE SELECTED BY A JUDGE OF A COURT OF RECORD IN THE STATE IN WHICH SUCH APPRAISAL IS PENDING. THE APPRAISERS SHALL THEN APPRAISE THE LOSS, STATING SEPARATELY THE ACTUAL CASH VALUE AT THE TIME OF LOSS AND THE AMOUNT OF LOSS, AND FAILING TO AGREE SHALL SUBMIT THEIR DIFFERENCES TO THE UMPIRE. AN AWARD IN WRITING OF ANY TWO SHALL DETERMINE THE AMOUNT OF LOSS. THE INSURED AND THE COMPANY SHALL EACH PAY HIS OR ITS CHOSEN APPRAISER AND SHALL BEAR EQUALLY THE OTHER EXPENSES OF THE APPRAISAL AND UMPIRE. THE COMPANY SHALL NOT BE HELD TO HAVE WAIVED ANY OF ITS RIGHTS BY ANY ACT RELATING TO APPRAISAL.
26. **COMPANY'S OPTIONS** - IT SHALL BE OPTIONAL WITH THE COMPANY TO TAKE ALL, OR ANY PART, OF THE PROPERTY AT THE AGREED OR APPRAISED VALUE, OR TO REPAIR, REBUILD OR REPLACE THE PROPERTY DESTROYED OR DAMAGED WITH OTHER OF LIKE KIND AND QUALITY WITHIN A REASONABLE TIME, ON GIVING NOTICE OF ITS INTENTION TO DO SO WITHIN SIXTY (60) DAYS AFTER THE RECEIPT OF THE PROOF OF LOSS HEREIN REQUIRED.
27. **CLAIMS AGAINST THIRD PARTIES** - IN THE EVENT OF ANY LOSS OF OR DAMAGE TO THE PROPERTY COVERED HEREUNDER THE INSURED SHALL IMMEDIATELY MAKE CLAIM IN WRITING AGAINST THE CARRIER(S), BAILEE(S) OR OTHERS INVOLVED.
28. **SUBROGATION WAIVER** - THIS INSURANCE SHALL NOT BE PREJUDICED BY AGREEMENT MADE BY THE NAMED INSURED'S RIGHT TO RECOVERY AGAINST THIRD PARTIES RESPONSIBLE FOR THE LOSS, UNDER THE FOLLOWING CIRCUMSTANCES ONLY: (1) IF MADE BEFORE LOSS HAS OCCURRED, SUCH AGREEMENT MAY RUN IN FAVOR OF ANY THIRD PARTY: (2) IF MADE AFTER LOSS HAS OCCURRED, SUCH AGREEMENT MAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS: (A) A THIRD PARTY INSURED UNDER THIS POLICY; OR (B) A CORPORATION, FIRM, OR ENTITY (1) OWNED OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL STOCK OR OTHER PROPRIETARY INTEREST, OR (2) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED; (3) WHETHER MADE BEFORE OR AFTER LOSS HAS OCCURRED, SUCH AGREEMENT MUST RELEASE OR WAIVE THE ENTIRE RIGHT OF RECOVERY OF THE NAMED INSURED AGAINST SUCH THIRD PARTY.

29. **NO BENEFIT TO BAILEE** - THIS INSURANCE SHALL IN NO WAY INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.
30. **SALVAGE AND RECOVERIES** – IF THIS COMPANY MAKES PAYMENT TO THE INSURED FOR LOSS TO DAMAGED PROPERTY WHICH IS SUBSEQUENTLY RECOVERED THROUGH SALVAGE, RECOVERIES OR PAYMENTS THE FOLLOWING PROVISIONS WILL APPLY:
- (A) THE INSURED MUST NOTIFY THE COMPANY PROMPTLY IF PROPERTY IS RECOVERED OR PAYMENT IS RECEIVED BY THE INSURED.
 - (B) THE COMPANY MUST NOTIFY THE INSURED PROMPTLY IF PROPERTY IS RECOVERED OR PAYMENT IS RECEIVED BY THE COMPANY.
 - (C) THE INSURED MAY KEEP THE RECOVERED PROPERTY BUT MUST REFUND THE AMOUNT OF THE CLAIM PAID TO THE COMPANY.
 - (D) ALL SALVAGE, RECOVERIES AND PAYMENTS RECOVERED OR RECEIVED SUBSEQUENT TO A LOSS SETTLEMENT UNDER THIS POLICY SHALL BE APPLIED AS IF RECOVERED OR RECEIVED PRIOR TO THE SETTLEMENT AND ALL NECESSARY ADJUSTMENTS SHALL BE MADE BY THE PARTIES HERETO.
31. **ABANDONMENT** - THERE CAN BE NO ABANDONMENT TO THE COMPANY OF ANY PROPERTY.
32. **SUIT** - NO SUIT, ACTION OR PROCEEDING FOR THE RECOVERY OF ANY CLAIM UNDER THIS POLICY SHALL BE SUSTAINABLE IN ANY COURT OF LAW OR EQUITY UNLESS THE SAME BE COMMENCED WITHIN TWELVE (12) MONTHS NEXT AFTER DISCOVERY BY THE INSURED OF THE OCCURRENCE WHICH GIVES RISE TO THE CLAIM, PROVIDED HOWEVER, THAT IF BY THE LAWS OF THE STATE WITHIN WHICH THIS POLICY IS ISSUED SUCH LIMITATION IS INVALID, THEN ANY SUCH CLAIMS SHALL BE VOID UNLESS ACTION, SUIT OR PROCEEDING BE COMMENCED WITHIN THE SHORTEST LIMIT OF TIME PERMITTED BY THE LAWS OF SUCH STATE.
33. **SETTLEMENT OF LOSS** - ALL ADJUSTED CLAIMS SHALL BE PAID OR MADE GOOD TO THE INSURED WITHIN SIXTY (60) DAYS AFTER PRESENTATION AND ACCEPTANCE OF SATISFACTORY PROOF OF INTEREST AND LOSS AT THE OFFICE OF THE COMPANY. NO LOSS SHALL BE PAID OR MADE GOOD IF THE INSURED HAS COLLECTED THE SAME FROM OTHERS.
34. **RECORDS AND INVENTORY** - THE INSURED SHALL KEEP ACCURATE BOOKS, RECORDS AND ACCOUNTS IN THE FOLLOWING MANNER: A DETAILED AND ITEMIZED INVENTORY RECORD OF ALL PROPERTY COVERED HEREUNDER SHALL BE MAINTAINED AND PHYSICAL INVENTORY SHALL BE TAKEN PERIODICALLY AT INTERVALS NOT MORE THAN TWELVE MONTHS APART.
35. **EXAMINATION OF RECORDS** - THE INSURED SHALL, AS OFTEN AS MAY BE REASONABLY REQUIRED DURING THE TERM OF THIS POLICY AND FOR ONE YEAR THEREAFTER, PRODUCE FOR EXAMINATION BY THE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE ALL THE BOOKS AND RECORDS, INVENTORIES AND ACCOUNTS RELATING TO THE PROPERTY COVERED HEREUNDER.
36. **CHANGES** – NOTICE TO ANY AGENT OR KNOWLEDGE POSSESSED BY ANY OTHER PERSON SHALL NOT EFFECT A WAIVER OR CHANGE IN ANY PART OF THIS POLICY OR STOP THE COMPANY FROM ASSERTING ANY RIGHT UNDER THE TERMS OF THIS POLICY, NOR SHALL THE TERMS OF THIS POLICY BE WAIVED OR CHANGED, EXCEPT BY ENDORSEMENT ISSUED TO FORM A PART OF THIS POLICY.

37. **DEFINITION OF FLOOD** - WHEREVER IN THIS POLICY THE TERM “FLOOD” OCCURS, IT SHALL BE HELD TO MEAN A GENERAL AND TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION OF NORMALLY DRY LAND AREAS FROM (1) THE OVERFLOW OF INLAND OR TIDAL WAVES, (2) THE UNUSUAL AND RAPID ACCUMULATION OR RUNOFF OF SURFACE WATERS FROM ANY SOURCE OR SPRAY FROM ANY OF THE FOREGOING, (3) MUDSLIDES WHICH ARE CAUSED OR PRECIPITATED BY ACCUMULATIONS OF WATER ON OR UNDER THE GROUND; ALL WHETHER DRIVEN BY WIND OR NOT.

“FLOOD” COVERAGE WILL NOT BE PROVIDED FOR, AND THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE CAUSED BY OR RESULTING FROM THE PERIL OF FLOOD FOR ANY LOCATION LOCATED WHOLLY OR PARTIALLY WITHIN ANY 100 YEAR FLOOD PLAIN INCLUDING ZONES A, AE, AH, AO, A1 THROUGH A30, A99, V, VE, VI THROUGH V30 AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) OR THE U.S. CORPS OF ENGINEERS.

38. **DEFINITION OF EARTHQUAKE** - THE TERM “EARTHQUAKE” IS DEFINED AS EARTH MOVEMENT CAUSED BY THE NATURAL FAULTING OF LAND MASSES. “EARTHQUAKE” DOES NOT INCLUDE SUBSIDENCE, LANDSLIDE, ROCKSLIDE, AVALANCHE, MUDFLOW, EARTH RISING, EARTH SHIFTING OR RISING, SETTLING OR VOLCANIC ERUPTION MEANING THE ERUPTION, EXPLOSION, OR EFFUSION OF A VOLCANO, UNLESS SUCH LOSS RESULTS DIRECTLY FROM “EARTHQUAKE” AS DEFINED HEREIN. NO COVERAGE IS PROVIDED FOR DAMAGE FROM ANY MAN MADE ACTIONS CAUSING GROUND MOVEMENT OR SHAKING OF THE EARTH.

“EARTHQUAKE” DOES NOT INCLUDE ANY LOSS RESULTING FROM AN INDUNDATION OF INLAND OR TIDAL WATERS INCLUDING TSUNAMI, SEICHE, WAVES, TIDAL WAVE, OR BREAKS OR BREECHES TO LEVEES, DAMS OR FLOOD CONTROL STRUCTURES EVEN IF CAUSED DIRECTLY BY AN “EARTHQUAKE.”

39. **DEFINITION OF EARTHQUAKE SPRINKLER LEAKAGE** - THE TERM “EARTHQUAKE SPRINKLER LEAKAGE” IS DEFINED AS DIRECT PHYSICAL LOSS OR DAMAGE FROM FIRE PROTECTIVE EQUIPMENT, WHEN SUCH “SPRINKLER LEAKAGE” IS CAUSED DIRECTLY BY “EARTHQUAKE.”

“SPRINKLER LEAKAGE” IS A LEAK OR DISCHARGE OF WATER OR OTHER SUBSTANCES WITHIN ANY “AUTOMATIC SPRINKLER SYSTEM” OR A DIRECT LOSS CAUSED BY COLLAPSE OR FALL OF A TANK FORMING PART OF SUCH SYSTEM.

AN “AUTOMATIC SPRINKLER SYSTEM” MEANS ANY AUTOMATIC FIRE PROTECTIVE SYSTEM, INCLUDING SPRINKLERS, DISCHARGE NOZZLES, DUCTS, PIPES, VALVES, FITTINGS, TANKS, SUPPORTS, AND PRIVATE PROTECTION MAINS, ALL CONNECTED WITH AND CONSTITUTING A PART OF THE AUTOMATIC FIRE PROTECTION SYSTEM.

ADDITIONAL PROPERTY COVERED ENDORSEMENT

In consideration of the premium charged, it is hereby agreed and understood that the Earthquake and Flood Coverage Form, Form Number GBMC - 0602 0212 page 1, paragraph 2., Property or Interest Covered, is amended to add the following:

X ITEM F – ADDITIONAL PROPERTY COVERED INCLUDES
Pool

Item F coverage's shall be considered a separate unit of insurance as respects the application of the deductible condition.

The Limit of Liability for the Additional Property Covered shall not exceed \$229,341 per occurrence and in the annual aggregate.

Any payments made under this endorsement shall be part of and not in addition to the limit of liability under this policy. The coverage does not increase our per occurrence and annual aggregate limits of liability.

All other terms and conditions remain unchanged.

CONDOMINIUM ASSOCIATION COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, it is hereby agreed and understood that the Earthquake and Flood Coverage Form, form number GBMC - 0602 0212 is amended as follows:

(A) On page 1, Paragraph 2, PROPERTY OR INTEREST COVERED, Item A is replaced by the following:

X ITEM A. On building(s) and/or structure(s) in all parts, including additional and/or extensions in contact therewith (regardless of construction) and on all property belonging to and/or constituting a permanent part of said building(s) and/or structure(s) and pertaining to the service, upkeep, maintenance and operation thereof; all which now is or may hereafter during the term of this policy become the risk of the insured. Also including:

- 1) Completed additions;
- 2) Permanently installed:
 - a) Fixtures
 - b) Machinery; and
 - c) Equipment;
- 3) Outdoor Fixtures;
- 4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - a) Fire extinguishing equipment;
 - b) Outdoor furniture;
 - c) Floor coverings; and
 - d) Appliances used for refrigeration, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- 5) If not covered by other insurance:
 - a) Additions under construction, alterations and repairs to the building or structure; and
 - b) Materials, equipment and supplies, and temporary structures on or within 100 feet of the described premises, used for making additions, alterations, or repairs to the building or structure.
- 6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

a) Fixtures, improvements and alterations that are part of the building or structure; and

b) Appliances such as those used for refrigeration, ventilating, cooking, dishwashing, laundering, security or housekeeping.

The building(s) and/or structure(s) does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in paragraph 6. a) above.

SCHEDULE OF LOCATION ENDORSEMENT

It is agreed this policy covers the locations as per the accepted statement of values received by the company listed below but only for the limit of liability indicated on page 1, Item 6, Declarations form number GBMC – 0100 0212.

<u>Covered Locations and Values</u>	Values	Valuation
<u>Location 1, Building 1: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$1,101,123	Replacement Cost
Additional Property Covered - Pool	\$229,341	Replacement Cost
<u>Location 1, Building 2: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 3: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 4: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 5: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 6: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 7: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 8: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 9: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 10: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$1,452,828	Replacement Cost
<u>Location 1, Building 11: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 12: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$2,421,447	Replacement Cost
<u>Location 1, Building 13: 2500 Little Coyote Rd, Big Sky, MT 59716</u>		
Building	\$229,341	Replacement Cost

LIMITATIONS ON FUNGUS, WET ROT, DRY ROT AND BACTERIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. The following exclusion is added. With respect to the loss or damage addressed therein, this exclusion supersedes any other exclusion which addresses fungus. **"Fungus", Wet Rot, Dry Rot And Bacteria**

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if "fungus", wet or dry rot or bacteria results in:

1. A "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss", if the Causes of Loss – Special Form applies; or
2. A Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss, if the Causes of Loss – Basic Form, Causes of Loss – Broad Form or Standard Property Policy applies.

B. The following exclusion replaces any exclusion pertaining to continuous or repeated seepage or leakage of water; and supersedes any other exclusion, preclusion of coverage or exception to an exclusion pertaining to leakage or discharge of water or steam from a system or appliance.

We will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

C. The following is added:

Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in C.2. and C.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more causes of loss or damage, as covered by the Difference In Conditions Form, that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a) Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under C.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences described in C.1., which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage – Collapse, if such Additional Coverage applies to your policy.
 6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form.
 - a) If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b) If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.
- D. If the policy is endorsed to provide Ordinance Or Law Coverage with respect to property damage, Business Income or Extra Expense, we will not pay under the Ordinance Or Law Coverage for:
1. Loss or expense sustained due to the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus", wet or dry rot or bacteria.

E. The following definition is added:

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

All other terms and conditions of this policy remain unchanged.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 microprocessors;
- 2) Computer application software;
- 3) Computer operating systems and related software;
- 4) Computer networks;
- 5) Microprocessors (computer chips) not part of any computer system; or
- 6) Any other computerized or electronic equipment or components; or

b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement; due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.

B. 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.

All other terms and conditions of this policy remain unchanged.

SEEPAGE, POLLUTION OR CONTAMINATION LIMITATION

This policy excludes loss or damage or costs or expenses to property insured hereunder, either directly or indirectly arising from seepage and/or contamination, other than contamination from smoke damage. Any such loss to property insured under this policy is excluded regardless of any cause or extent that contributes concurrently or in any other sequence to the loss. Nevertheless, this exclusion does not preclude payment of the cost of removal of debris of property damaged by a loss otherwise covered hereunder. In the event of such loss or damage, this company shall be liable only for the actual loss sustained, subject to policy deductible, but not exceeding a maximum limit of \$10,000. On any one loss, at any one location, for any one original insured.

All other terms and conditions of this policy remain unchanged.

TRADE OR ECONOMIC SANCTION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that insurer.

All other terms and conditions of this policy remain unchanged.

VIRUS AND BACTERIA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate endorsement, form GBMC 1700 0212.
- C. With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollutants".
- D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2. Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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EXCLUSION – CLIMATE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

The following exclusion is added to “your” Policy.

Notwithstanding any other provision in this Policy or any endorsement hereto, this Policy excludes any and all loss, liability, damages, costs, or expenses based on, arising out of, or attributable to any claim, “suit,” or allegation that “you” directly or indirectly caused or contributed to “Climate Change” or its consequences. This exclusion shall apply without regard to the basis of an insured’s liability.

This exclusion also applies to any property loss, property damage, or Business Interruption (And Extra Expense) caused by or resulting from Climate Change or that results from an insured’s efforts to avoid, reduce, repair, resolve, or remediate due to Climate Change.

As used in this exclusion, “Climate Change” means a change in climate which is attributed directly or indirectly to human activity.