

Difference in Conditions Coverage Declarations

POLICY NUMBER: EQP-001373-02

RENEWAL OF POLICY NUMBER: EQP-001373-01

PARTICIPATING COMPANIES:

Lloyds of London, Hiscox (HIS 33)
Lloyds of London, Kiln (KLN 510)
Lloyds of London, Ren Re (RNR 1458)

PARTICIPANT POLICY/REFERENCE NUMBER:

B1776XB200241L002
B1776XB200241L002
B1776XB200241L002

POLICY PERIOD:

(12:01 am Standard Time at the address of the Named Insured)

From: 11/22/2019 To: 11/22/2020

BROKER:

AmWINS Group
2010 Main Street
#700
Irvine, CA 92614

NAMED INSURED:

Huntington Township Condo Association
23046 Avenida de la Carlota, Suite 700
c/o Accell Property Management
Laguna Hills, CA 92653

INSURER:

The Company(ies) providing this insurance are detailed in the Participation Terms of this Declarations.

Common Policy Conditions: In return for the payment of the premium and fees, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This premium may be subject to adjustment.

Policy Premium and Related Fees:

Annual Premium	\$50,000	Minimum Earned Premium of 25% of the annual premium.
Terrorism Premium	Declined	
Fees	\$250	\$0.00 Inspection Fee
		\$250.00 Policy Fee - EQPlus
		CA Surplus Lines Tax \$1,507.50
		CA Stamping Fee \$100.50
Total	\$50,250.00	

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract documents the insured should contact the surplus lines broker.

Difference in Conditions Coverage Declarations

PARTICIPATION TERMS

1. This policy consists of these Declarations and the Forms and Endorsements listed in the Schedule below. This policy is a separate contract between the Named Insured and each of the Insurance Companies participating on this policy (hereinafter referred to as the "Participating Companies"). The term "Participating Companies" is substituted for "Company" and "Insurer" wherever it appears throughout this policy.
2. Each of the Participating Companies agrees to insure only for its respective percentage shown in the Participation Schedule below unless otherwise stated in the policy for each and every loss covered under this policy. The liability of each Participating Company executing this policy shall be several and not joint, so that each participating company pays only its respective percentage of the full amount of any loss or damage, according to the terms of the policy.
3. The inability or failure, for any reason whatsoever, of any Participating Company to pay its respective percentage of liability for or relating to any loss will not increase, change, or in any way affect the obligation (respective percentage or otherwise) of any of the other Participating Companies. In the event of such a default, the insured's legal recourse is only with the defaulting Participating Company.
4. Each Participating Company is responsible for its own collection of premiums and premium refunds (if any), and payment of any regulatory fees or taxes associated with the insurance provided by the Participating Company under this Policy.
5. Upon cancellation by any of the Participating Companies of its liability under the policy the return premium, if any, to be paid or tendered to the insured shall be based on such proportion of the total premium stated in the policy as the amount insured by the cancelling company bears to the total amount insured under the policy.
6. Each of the Participating Companies retains its rights to cancel its respective percentage of the policy as permitted by applicable state regulations.
7. **Claims:** The Insured must as soon as practicable report in writing to the agent of the Company indicated below every loss, damage or occurrence which may give rise to a claim under this policy. The insured must also send us a signed, sworn proof of loss containing information we request to investigate the claim. You must do this within 60 days after our request to the following agent of the Company:

Claim Reporting: Crawford & Company US London Hub
1605 N. Cedar Crest Blvd, Suite 407 Allentown, PA 18104
Toll Free Number: (877) 346-0300
Office Number: (866) 641-7922
Claim Reporting Email: claimsalert@us.crawco.com

We will supply you with the necessary forms.

8. **All Inquiries other than Claims:** All inquires other than claims shall be made to:

V3 Insurance Agency LLC
115 Pheasant Run, Suite 218
Newtown, PA 18940

9. **Notification Address:** All notices or communications concerning this Policy shall be addressed to the Named Insured at the address shown on the first page of the Declarations.

Difference in Conditions Coverage Declarations

PARTICIPATION SCHEDULE

Insurance is effective with the "Participating Companies" as stated below:

PARTICIPATING COMPANY	POLICY #	% PARTICIPATION	PREMIUM	TRIPRA
Lloyds of London, Hiscox (HIS 33) 1 Great St Helen's London EC3A 6HX, UK	B1776XB200241L002	38.33%	\$19,165.00	Declined
Lloyds of London, Kiln (KLN 510) 106 Fenchurch Street London EC3M 5NR, UK	B1776XB200241L002	35.00%	\$17,500.00	Declined
Lloyds of London, Ren Re (RNR 1458) 125 Old Broad Street London EC2N 1AR, UK	B1776XB200241L002	26.67%	\$13,335.00	Declined

Participating Companies: Underwriters at Lloyds of London: HIS 33, KLN 510, RNR 1458; and International Insurance Company of Hannover SE

Name and Title of Authorized Signature: Kent Piper, SVP & Underwriting Manager, V3 Insurance Agency LLC

Authorized Signature: 

Service of Suit Nominee: FLWA Service Corp, c/o Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520

Difference in Conditions Coverage Declarations

SERVICE OF SUIT: This insurance is subject to the applicable state law to be determined by the Court of Jurisdiction chosen under the provisions of the Service of Suit Clause attached to this insurance.

1. COVERED PROPERTY:

This policy covers property as described below, but no coverage attaches under any item unless an "X" is inserted in the box preceding that item:

- | | | |
|----|---|--|
| A. | X | On Building(s) and/or Structure(s) . |
| B. | | On Stock, Materials and Supplies . |
| C. | | On Furniture, Fixtures, Equipment and Machinery . |
| D. | | On the Insured's interest in Tenants' Improvements and Betterments . |
| E. | X | Loss of Business Income, Extra Expense and Rental Income or other time element coverages as more specifically covered and defined in the Business Income, Extra Expense and Rental Income Endorsement, Form Number V3 BI 08, if attached to this policy. |

2. TOTAL INSURABLE REPORTED VALUES: \$21,633,278 .

3. COVERAGE SCHEDULE: Coverage provided hereunder shall apply only as respects the locations identified in the attached Coverage Schedule.

4. LIMITS OF LIABILITY:
Insurance applies only to those locations identified in the attached Coverage Schedule and only to Covered Property for which a value is shown, and our Limit of Liability shall not exceed such value subject to:

- | | | | |
|----|--|--|---------------------------------|
| A. | This policy's liability shall not exceed | \$20,000,000 | each and every loss occurrence. |
| B. | Sublimits: | | |
| 1) | \$20,000,000 | Earthquake loss or damage in the aggregate during any one policy year. | |
| 2) | Not Covered | Flood loss or damage in the aggregate during any one policy year as more specifically covered and defined in the Flood Endorsement, Form Number V3 EN 06 or V3 EN 07, if attached to this policy. | |

DIFFERENCE IN CONDITIONS COVERAGE FORM COMMERCIAL PROPERTY

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section 41. DEFINITIONS.

1. INSURING AGREEMENT

This policy insures against risks of direct physical loss or damage to Covered Property from any Covered Causes Of Loss that occur during the Policy Period except as hereinafter excluded, while anywhere within the fifty (50) states of the United States of America including the District of Columbia and as specifically set forth in the Coverage Schedule.

2. COVERED PROPERTY

Covered Property as used in this policy means the type of property described in this section and limited in Section 6. Property Not Covered, but no coverage attaches under any item unless an "X" is inserted in the box preceding that item in the Declarations:

A. Building(s) and/or Structure(s) meaning the building or structure at the locations scheduled in the Declarations including:

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

B. Stock, Materials and Supplies means stock, materials and supplies 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, all while located in or on the building or structure at the locations scheduled in the Declarations or in the open within 1000 feet of the described premises.

C. Furniture, Fixtures, Equipment and Machinery means the Insured's furniture, fixtures, equipment and machinery, or similar properties of others in the care, custody or control of the Insured and for which the Insured is liable in event of a Covered Cause Of Loss, all while located in or on the building or structure at the locations scheduled in the Declarations or in the open within 1000 feet of the described premises.

D. Tenants' Improvements and Betterments means tenants' improvements and betterments to buildings, including fixtures, alterations, installation or additions comprising part of a building(s) occupied but not owned by the Insured and made at the expense of the Insured, all while located in or on the building or structure at the locations scheduled in the Declarations or in the open within 1000 feet of the described premises.

3. COVERED CAUSES OF LOSS

Covered Causes Of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in Section 7. Exclusions.

4. UNDERLYING COVERAGE

The Insured shall maintain underlying Special Causes of Loss coverage from the inception of this policy to expiration, equivalent to Insurance Services Office, Inc. form CP1030 or its equivalent(s) as approved by the insurance department of the state where the property is located. All losses hereunder will be adjusted as though such coverage was in effect at the time of loss whether purchased or not.

5. COVERAGE EXTENSIONS

A. Debris Removal

- (1) We will pay for necessary expenses reasonably incurred in the removal of any debris of the Covered Property caused by, or resulting from any Covered Causes Of Loss insured against by this policy that occur during the Policy Period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Subject to the Limit of Liability, the most that we shall pay under this coverage extension is 25% of the amount paid under this policy for the direct physical loss or damage to Covered Property.
- (3) We shall not be liable under this policy and this coverage extension for:
 - a. 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;
 - b. Loss or damage 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 caused by any Covered Causes Of Loss;
 - c. Any loss or expense to extract "pollutants" from land, air, or water; or remove, restore, or replace polluted land, air or water..
- (4) Coverage provided under this coverage extension does not apply to loss of Business Income, Rental Income or Extra Expense.
- (5) Coverage provided under this coverage extension does not increase the Limit of Liability.

B. Pollutant Clean Up and Removal

- (1) We will pay your expense to extract "pollutants" from land, air or water at Covered Property if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from direct physical loss or damage caused by, or resulting from any Covered Causes Of Loss that occurs during the Policy Period. These expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) This coverage extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants", but we will pay for testing which is performed in the course of extracting "pollutants" from the land, air or water.
- (3) The most that we shall pay under this coverage extension for all Covered Property is \$10,000 for the sum of all covered expenses arising out of direct physical loss or damage occurring during the Policy Period.

(4) Coverage provided under this coverage extension does not apply to loss of Business Income, Rental Income or Extra Expense.

(5) Coverage provided under this coverage extension does not increase the Limit of Liability.

6. PROPERTY NOT COVERED

Covered Property does not include:

- A. Accounts, bills, deeds, evidences of debt, currency, money, notes, securities, stamps, original drawings and specifications, letters of credit, passports, tickets (including lottery tickets), valuable papers or records, accounts receivable, gift certificates;
- B. Animals including birds and fish, growing plants, trees or shrubs (except when held for sale, or when used for decorative purposes inside buildings), growing crops or lawns, motor vehicles licensed or designed principally for use on public roads, watercraft, aircraft, motorcycles, motor scooters and other similar vehicles licensed or designed principally for use on public roads;
- 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, property that is airborne or property that is waterborne;
- E. Steam boilers, steam pipes, steam turbines, steam engines, pressure or vacuum vessels, whether above or below ground, if loss is caused by or results from:
 - (1) Bursting, bulging, rupture, melting, burning, cracking, explosion, or implosion of the object or part; or
 - (2) An internal cause which makes necessary repair or replacement of the object or part.
- 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 thereof;
- K. Transmission and distribution lines in excess of 1,000 feet of the Covered Property.
- L. Land or diminution in land value (including but not limited to land on which the Covered Property is located), water or air, howsoever and wherever located, or any interest or right therein;
- M. Contraband or property in the course of illegal transportation or trade;
- N. The cost to research, replace or restore the information on valuable papers and records, including those that exist on electronic, magnetic, or other media;
- O. Grain, hay, straw or other crops while outside of the building;
- P. Fences, radio or television antennas or dishes, including their lead-in wiring, masts or towers, signs (other than signs attached to buildings);
- Q. Bridges, roadways, walks, sidewalks, patios or other exterior paved surfaces, pipelines, tunnels, levies, or dams;
- R. The cost of excavations, grading, backfilling or filling;
- S. Foundations of buildings, structures, machinery or boilers if their foundations are below:

- (1) The lowest basement floor; or
- (2) The surface ground, if there is no basement.
- T. Railroad rolling stock and roadbeds;
- U. Underground mining equipment.
- V. Bulkheads, pilings, piers, wharves or docks;
- W. Retaining walls that are not part of the building;
- X. Underground pipes, flues or drains, including water, electrical, communications and sanitary systems;
- Y. Antiques; objects of art; property of rarity; property of artistic, historical or scientific significance whether or not constituting part of the covered buildings; or any item scheduled under another policy such as a Fine Arts policy or other Scheduled Property Floater;
- Z. Property while covered under imports and exports Ocean Marine policies.

7. EXCLUSIONS

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

- A. Fire and lightning as set forth in a standard fire insurance policy, tornado, windstorm or hail, wind driven rain, wave wash and wave action, 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 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;
- B. Any covered cause of loss, other than "earthquake", that is insured under the policy or policies, whether or not maintained by the Insured, as required in Section 4. Underlying Coverage in this policy;
- C. Any "flood" whether resulting from natural or manmade events;
- D. Water that backs up from a gutter, sewer or drain; water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;
- E. Mere disappearance of property or loss or shortage of property disclosed on taking inventory;
- F. Wear and tear, mechanical breakdown, derangement, inherent vice, latent defect, gradual deterioration, moth, vermin, rodents, termites or other insects including larvae or pupae thereof;
- G. Gas or smoke from agricultural smudging, smog, or industrial operations;
- H. Dampness of atmosphere, dryness of atmosphere, extremes of 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;
- I. Dishonest or criminal act by any insured; partner; employee, director, trustee, authorized representative, or anyone to whom an insured entrusts property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment;
- J. Any fraudulent scheme, trick, device or false pretense practiced upon the Insured or upon any person(s) to whom the property may be entrusted;

- K.** 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 Covered Cause Of Loss;
- L.** As respects building(s) and/or structure(s):
 - (1)** Normal settling, shrinkage or expansion in foundations, walls, floors, or ceilings, or subsidence. Such loss or damage is excluded regardless of whether any Covered Causes Of Loss other than "earthquake" contributes concurrently or in any sequence to the loss;
 - (2)** Earth Movement. Earth movement includes but is not limited to loss or damage caused by, resulting from contributing to or aggravated by landslide; mine subsidence; mudflow, sinkhole collapse, earth sinking, rising or shifting; or the eruption, explosion, or effusion of any volcano. This exclusion applies even though the loss or damage is contributed to in any manner by any Covered Causes Of Loss other than "earthquake";
 - (3)** The negligent act or omission of any person;
 - (4)** Enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any real property insured hereunder;
- M.** Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - (1)** By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - (2)** By military, naval or air forces; or
 - (3)** By any agent of any such government, power, authority or forces;
- N.** Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- O.** Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any such 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;
- P.** Nuclear reaction, nuclear radiation or radioactive contamination all whether controlled or uncontrolled, and whether such loss be direct or indirect, or 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;
- Q.** The freezing of plumbing or heating systems in properties that have been vacant for more than 60 days before the loss or damage occurs:
 - (1)** If you are a tenant, and with respect to that tenant's interest in covered property, such properties means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (2)** if you are a building owner or general lease of a building, such properties means the entire building. Such building is vacant unless 31% of its total square footage is:
 - a.** Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations ; and /or
 - b.** Used by the building owner to conduct customary operations.
- R.** Pilferage, burglary, larceny, theft or attempted theft;
- S.** Errors in design, errors in processing, faulty workmanship or faulty materials.,
- T.** Collapse, except ensuing loss from a Covered Cause Of Loss;
- U.** Property while actually being worked upon and directly resulting therefrom, except ensuing loss from a Covered Cause Of Loss;

- V. Exposure to elements of the weather where any Covered Property is left in the open or not contained in buildings or permanent foundations;
- W. Delay, loss of market, loss of use, interruption of business, consequential loss of any nature; unless specifically insured under Item 1. Covered Property in the Declarations;
- X. Acts or decisions, including the failure to act or decide, of any person, organization or governmental body;
- Y. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compacting;
 - (3) Materials used in repair, construction, renovation, or remodeling; or
 - (4) Maintenance;
 of part or all of any property on or off the described premises;
- Z. The failure of power or other utility service supplied to the Covered Property, however caused, if the failure occurs away from the Covered Property;
- AA. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more;
- AB. Loss of or damage to the interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause Of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure;
- AC. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning, fire protective systems, or other equipment;
- AD. Loss of or damage to gutters and downspouts caused by or resulting from weight of snow, ice or sleet;
- AE. Loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever;
- AF. A virus, harmful code or similar instruction introduced into or enacted on a computer system or a network, which includes but is not limited to computer hardware of any kind and electronic computer programs and "electronic data", to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. In addition, there is no coverage for loss or damage caused by or resulting from manipulation of a computer system, including "electronic data", by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area and whether or not insurance for such peril is being maintained by the Insured at the time of 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.

"Electronic data" as used in this exclusion means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, any other repositories of computer software which are used with electronically controlled equipment, or any other tangible physical property upon which "electronic data" or electronic computer programs are recorded or transmitted. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data;

AG. Any contamination or deterioration including corrosion, decay, "fungus", mildew, mold, rot, rust, or any quality, fault or weakness in covered property that causes it to damage or destroy itself. For the purposes of this exclusion, "fungus" includes, but is not limited to, any type or form of fungus, mold, mildew, stachybotrys chartarum (atra), mycotoxins, spores, scents, or by-products produced by or released by fungus or fungi-related microbes;

AH. Any tsunami;

AI. Any volcanic eruption, explosion or effusion, including any related shaking or trembling of the earth and/or ensuing volcanic action;

AJ. Sprinkler leakage, meaning the leakage of water or other substances from within any automatic sprinkler system, or direct loss caused by collapse or fall of a tank forming a part of such system, due to the peril of "earthquake";

AK. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility; Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set; Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business;

AL. The recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, including the Year 2000, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or any change, alteration, correction or modification involving one or more dates or times, including the Year 2000, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not;

AM. Any damage to property other than Covered Property, we will not pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises;

AN. Actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;

AO. (1) Any loss, damage, cost or expense,

(2) Any increase in insured loss, damage, cost or expense,

(3) Seizure or destruction of property by order of governmental authority, or

(4) Any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this exclusion includes (but is not limited to):

(1) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

(2) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

AP. (1) Asbestos, dioxin, or polychlorinated biphenols removal, encapsulation, covering, or any manner of control or abatement from any goods, products, or structure;

- (2) Demolition, increase cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins, or polychlorinated biphenols;
- (3) Any governmental direction or request declaring that asbestos material present in part of or utilized in any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
- (4) The presence of asbestos in any building or structure as described in Item 1. Covered Property in the Declarations.

8. LIMITS OF LIABILITY

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Liability shown in the Declarations. In no event shall the liability of this Company exceed this limit in any one disaster, casualty, or event, irrespective of the number of items or locations involved.

The Sublimit for Earthquake shown in the Declarations is the most we will pay in the aggregate during any one policy year for "earthquake" loss or damage.

The Sublimit for Flood shown in the Declarations is the most we will pay in the aggregate during any one policy year for "flood" loss or damage.

9. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of adjusted loss or damage exceeds the Deductible shown in the Declarations or attached to this policy. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Liability.

10. STATEMENT OF VALUES

The premium for this policy is based upon the statement of values in the Coverage Schedule attached to this policy. In the event of loss hereunder, liability of the Company shall be limited to the least of the following:

- A. The actual adjusted amount of the loss, less applicable deductible(s).
- B. The stated values for the Covered Property involved, as shown on the Coverage Schedule, less applicable deductible(s).
- C. The limit of liability shown in the Declarations of this policy or endorsed onto this policy. In no event shall the liability of this Company exceed this limit in any one disaster, casualty, or event, irrespective of the number of items or locations involved.
- D. The remaining amount of the applicable annual aggregate limit for "earthquake" or "flood" (if "flood" is endorsed onto this policy) shown in the Declarations or endorsed onto this policy.

11. OTHER INSURANCE

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

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

12. SINGLE LOSS CLAUSE

Each loss by "earthquake" shall constitute a single claim hereunder, provided, if more than one "earthquake" shock shall occur within any period of 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. 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" or otherwise.

13. SUBROGATION WAIVER

This insurance shall not be prejudiced by agreement made by the named insured releasing or waiving the named insured's right to recovery against third parties responsible for the loss, under the following circumstances only:

- A.** If made before loss has occurred, such agreement may run in favor of any third party;
- B** 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:
 - (1)** A third party insured under this policy; or
 - (2)** A corporation, firm or entity:
 - a.** Owned or controlled by the named insured or in which the named insured owns capital stock or other proprietary interest; or
 - b.** Owning or controlling the named insured or owning or controlling capital stock or other proprietary interest in the named insured;
- C.** 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.

14. LOSS CLAUSE

Any loss hereunder shall not reduce the amount of this policy except as respects "earthquake" or "flood" (if "flood" is endorsed onto this policy) as stated under Item 4. Limits of Liability in the Declarations or endorsed herein.

15. 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.

16. 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 materials and information relative to the loss, including but not limited to documents, writings, computer records, 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 claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

17. 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 its 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 this policy.

18. 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.

19. NO BENEFIT TO BAILEE

This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

20. 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 a 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 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 only be liable for the value of the part lost or damaged.

21. 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.

22. 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.

23. 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 such action, suit or proceeding be commenced with the shortest limit of time permitted by the laws of such state.

24. 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 sixty (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.

25. 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, or giving notice of its intention to do so within sixty (60) days after the receipt of the proof of loss herein required.

26. ABANDONMENT

There can be no abandonment to the Company of any property.

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. 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, the Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense without the written consent of the Company.

29. SUE AND LABOR

In case of actual loss or damage, it shall be lawful and necessary for the Insured, their factors, servants or assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or this Company in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or acceptance of abandonment; to the charges thereof, this Company will contribute according to the rate and quantity of the sum herein insured.

30. CANCELLATION

If this Insurance is canceled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon, subject to any minimum earned premium stipulated herein, whichever is the greater. If this Insurance is canceled by the Company, the Company shall retain the pro rata proportion of the premium hereon, subject to any minimum earned premium stipulated herein, whichever is the greater.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

31. ASSIGNMENTS

Assignments or transfers of this policy shall not be valid except with the written consent of the Company.

32. BRANDS & LABELS

If branded or labeled merchandise covered by this policy is damaged and the Company elects to take all or any part of such merchandise at the value established by the terms of this policy, the insured may, at his own expense, stamp "salvage" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise; but the insured must re-label the merchandise or containers in compliance with the requirements of law.

33. ALL OTHER MATTERS

All matters not provided for herein or by endorsement hereon shall be governed by the terms and conditions of the Company's printed policy form to which this policy is attached and which has been issued in conjunction herewith. The foregoing clauses shall, however, be considered to supersede and annul any clauses therein which may be of the same or similar nature.

34. STATUTORY REQUIREMENTS

It is hereby understood and agreed that if property covered under this policy is located in a state that requires a statutory policy or standard form(s) at variance with this policy or the form(s) attached hereto, then this insurance shall cover such property in accordance with provisions of such required policy or form(s).

35. VALUATION

This Company shall not be liable for more than the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and 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.

36. EXCESS INSURANCE

Permission is granted for 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.

37. SALVAGE AND RECOVERIES

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 said settlement and all necessary adjustments shall be made by the parties hereto.

38. INSPECTION OF PROPERTY AND OPERATIONS

This Company and any person or organization making inspections on the Company's behalf shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the right of this Company and any person or organization to make such inspection nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

39. MINIMUM EARNED PREMIUM

In the event of cancellation of this policy by the insured, a minimum earned premium of **25%** of the annual premium shall become payable by the insured, any conditions of this policy to the contrary notwithstanding. Failure of the insured to make timely payment of premium shall be considered a request by the insured for the company to cancel. In the event of such cancellation by the company for non-payment of premium the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the insured remits the full premium due within 10 days of receiving the cancellation notice.

40. DUTIES IN THE EVENT OF LOSS OR DAMAGE

You must do the following in the event of loss or damage to Covered Property:

- A.** As soon as practicable, you will report in writing to us or our agent every loss, damage or occurrence which may give rise to a claim under this policy and will also send us a signed, sworn proof of loss containing information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- B.** As soon as possible, give us a description of how, when and where the loss or damage occurred.
- C.** You must take all reasonable steps to protect Covered Property at and after an insured loss to avoid further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Liability. However, we will only pay for subsequent loss or damage resulting from a Covered Cause Of Loss. If feasible, set aside the damaged property in the best possible order for examination.
- D.** At our request, give us complete inventories of the damaged and undamaged property, including quantities, costs, values and amount of loss claimed. As often as reasonably required, allow us to inspect the property proving the loss or damage and examine your books and records. Also you will allow us to take samples of damaged and undamaged property for inspection, testing and analysis, and allow us to make copies from your books and records.
- E.** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

41. DEFINITIONS

- A. "Earthquake" means seismic activity that causes earth movement, but does not include subsidence, landslide, rock slide, mudflow, earth rising, sinking, shifting or settling, or the eruption, explosion or effusion of any volcano; unless such earth movement is a direct result of such seismic activity.
- B. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters;
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source or spray from any of the foregoing; or
 - (3) Mudslides which are caused or precipitated by accumulations of water on or under the ground;all whether driven by wind or not.
- C. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

CONDOMINIUM ASSOCIATION ENDORSEMENT

This endorsement modifies coverage provided under this policy as follows:

I. Item 1. COVERED PROPERTY in the Declarations is deleted and replaced with the following:

1. **COVERED PROPERTY:** This policy covers property as described below, but no coverage attaches under any item unless an "X" is inserted in the box preceding that item:

- A. On **Building(s)** and/or **Structure(s)**.
- B. On **Business Personal Property**.
- C. On the Insured's interest in **Tenants' Improvements** and **Betterments**.
- D. Loss of **Business Income, Extra Expense, Rental Income** or other time element coverages as more specifically covered and defined in the Business Income, Extra Expense and Rental Income Endorsement, Form Number V3 BI 08, if attached to this policy.
- E. On the Insured's interest in **Additional Property**.

II. Section 2. COVERED PROPERTY, paragraphs A, B and C of the policy are deleted and replaced with the following:

- A. **Building(s)** and/or **Structure(s)** meaning the building or structure at the locations scheduled in the Declarations including:
 - (1) Completed additions;
 - (2) Fixtures, outside of individual units, including outdoor fixtures;
 - (3) Permanently installed:
 - a. Machinery; and
 - b. Equipment;
 - (4) Retaining walls attached to the building;
 - (5) Foundations of buildings, structures, machinery or boilers, including below-grade parking structures;
 - (6) 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 not contained within individual units; and
 - d. Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (7) Any of the following types of property contained within a unit, regardless of ownership, if your homeowners' association agreement requires you to insure it:
- a. Fixtures, improvements and alterations that are a part of the building or structure; and
 - b. Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping;

Building does not include real or personal property owned by, used by or in the care, custody or control of a unit-owner except for property listed in paragraph A. (7) above. Except as stated in paragraph A. (7), it is the intent of this endorsement to provide coverage solely to the floors, ceilings and four perimeter walls of the individual units. Coverage does not extend to the interiors of individual units or any structures or property contained within the four perimeter walls of the units, including, but not limited to, appliances, fireplaces, plumbing fixtures, showers, bath tubs, sinks, toilets, individual air conditioners for the exclusive use of individual unit-owners, cabinetry, countertops, mirrors, wall-to-wall carpeting, floor coverings, wall coverings, interior doors and partitions. Coverage does not extend to any real or personal property that a unit-owner is obligated to repair or maintain under the terms of your homeowners' association agreement.

B. Business Personal Property - Your business personal property located in or on the building or structure at the locations scheduled in the Declarations or in the open within 1000 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Leased personal property for which you have a contractual responsibility to insure.

Your business personal property does not include personal property owned only by a unit-owner.

C. Additional Property – additional property and appurtenant structures as below, but no coverage attaches under any item unless an "X" is inserted in the box preceding that item. The most we will pay for each item is the amount indicated for that item. If no amount is indicated, that item is not covered under this policy.

- (1) Walls, Fences, Drives: \$180,000
- (2) Pool Restroom: \$99,739
- (3) Swimming pool(s)/spa(s): \$25,000
- (4) Detached garage structures/carports: \$576,000
- (5) Outdoor Property \$10,000
- (6) Sidewalks/walkways/patios/decks:
- (7) Driveways/paved surfaces:
- (8) Satellite dish(es)/antenna(s):

(9) Other – : \$0

For the purposes of this Additional Property coverage, the following conditions shall apply:

- a. Section 6. PROPERTY NOT COVERED, paragraphs B, P and Q of the policy are amended to include the following wording at the end thereof: “except as provided by this Additional Property coverage extension.”
 - b. The most we will pay for Additional Property for all coverages marked above is **included in Building and/or Structure Value for each Location** per occurrence. Furthermore, payments made for coverage provided under this Paragraph C. are within the Limit of Liability and will not serve to increase the Limit of Liability stated in Item 4 of the Declarations.
- III. This policy is extended to cover electronic data processing equipment, including component parts thereof, owned by you, leased to or rented to you or under your control. The following conditions apply to this coverage extension:
- A. We will pay for the cost to repair or replace, with property of like kind and quality and substantially similar functionality, electronic data processing equipment, including computers, electronic accounting machines, all supporting machinery, including component parts thereof, owned by you, leased to or rented to you or under your control that has been damaged or destroyed.
 - B. Section 6. PROPERTY NOT COVERED, paragraph I is deleted and replaced with the following:

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, except as provided by the coverage extension provided under this paragraph III.
 - C. The most we will pay for loss to electronic data processing equipment under the extension in this paragraph III is **Not Applicable** per occurrence, regardless of the number of buildings or locations involved. Payments made for coverage provided under this paragraph III are within the Limit of Liability and will not serve to increase the Limit of Liability stated in Item 4 of the Declarations.
- IV. This policy is extended to cover “electronic data”. The following conditions apply to this coverage extension:
- A. “Electronic data” means magnetic tapes, discs, cards, any storage device and all software procedures, information, facts or “computer programs” stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term “computer program” referred to in the description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
 - B. We will pay for the cost to replace or restore “electronic data” which has been destroyed or corrupted. To the extent that “electronic data” is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the “electronic data” was stored, with blank media of substantially identical type.
 - C. Section 6. PROPERTY NOT COVERED, paragraph I is deleted and replaced with the following:

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, except as provided by the coverage extension provided under this paragraph IV.

- D. The most we will pay for loss to “electronic data” is **Not Applicable** per occurrence, regardless of the number of buildings, locations or computer systems involved. Payments made for coverage provided under this paragraph IV are within the Limit of Liability and will not serve to increase the Limit of Liability stated in Item 4 in the Declarations.
- V. This policy is extended to cover the cost to replace or restore “valuable papers and records”. The following conditions apply to this coverage extension.
- A. Section 6. PROPERTY NOT COVERED, paragraph N is deleted and replaced with the following:
- The cost to research, replace or restore the information on “valuable papers and records”, including those that exist on electronic, magnetic, or other media, except as provided by the coverage extension described under this paragraph V.
- B. “Valuable papers and records” as used in this paragraph V means inscribed, printed or written documents, manuscripts or records, including but not limited to abstracts, books, deeds, drawings, films, maps or mortgages. “Valuable papers and records” does not mean money or securities, converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded. This coverage does not apply to property that cannot be replaced with other property of like kind and quality or to contraband.
- C. The most we will pay for loss to “valuable papers and records” is **Not Applicable** per occurrence, regardless of the number of buildings or locations involved. Payments made for coverage provided under this paragraph V are within the Limit of Liability and will not serve to increase the Limit of Liability stated in Item 4 of the Declarations.
- VI. We will pay for the cost or expense for you to hire architects and/or engineers for services related to the repair, replacement, or reconstruction of buildings or structures at the locations scheduled in the Declarations, damaged directly from the peril of “earthquake”. The loss or damage to Covered Property must occur during the Policy Period. The most we will pay for architectural and engineering costs is \$25,000 for all loss occurrences in any one policy year, regardless of the number of buildings or structures involved. Payments made for coverage provided under this paragraph VI are within the Limit of Liability and will not serve to increase the Limit of Liability stated in Item 4 in the Declarations.
- VII. We will pay for the cost or expense necessary for you to hire security personnel to guard Covered Property after a Covered Loss that occurs during the Policy Period. The most we will pay for security is \$25,000 for all loss occurrences in any one policy year, regardless of the number of premises or locations involved. Payments made for coverage provided under this paragraph VII are within the Limit of Liability and will not serve to increase the Limit of Liability stated in Item 4 of the Declarations.
- VIII. The following definition is added to Covered Property, Rental Income, if the Business Income, Extra Expense and Rental Income Endorsement, Form Number V3 BI 08, is attached to this policy:
- “Rental Income” meaning maintenance and association fees that you have been unable after reasonable effort to collect from the unit-owner whose unit must be rendered uninhabitable due to a Covered Loss that occurs during the Policy Period. After payment of loss, all amounts recovered will be paid to us after you have received any loss of maintenance or association fees in excess of the coverage provided by this policy. You will cooperate in the effort to recover unpaid maintenance or association fees. You will not waive your right to recover maintenance or association fees receivable without our expressed permission. Rental Income coverage applies only during the time reasonably required to restore the affected units to a habitable condition. Payments made for coverage provided under this paragraph VIII are within the Limit of Liability and will not serve to increase the Limit of Liability stated in Item 4 in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

COVERAGE SCHEDULE

This policy shall apply only as respects the locations identified in this Coverage Schedule. Furthermore, insurance applies only to those coverages for which a value is shown, and our Limit of Liability shall not exceed such value.

Loc #	Address	# Bldgs	Building and/or Structure Value	Additional Building Value	Business Personal Property Value	Tenants' Improvements and Betterments Value	Additional Property Value	Business Income, Extra Expense, Rental Income or Other Time Element Value
1	6661 Sun Drive Huntington Beach, CA 92647	32	\$20,082,262	\$965,800	\$0	\$0	\$0	\$585,216
		# Stories:	2		Const. Type:	Wood Frame - 1		
		Year Built:	1971		Parking Desc:	Tuck Under: 1 Side		
		Retrofit Year:	N/A		Occupancy Type:	Condominium/ Townhomes - 42		
		Square Ft:	128,516					
		Addl Bldg Desc:	Walls.walks.fences,carports,outdoor property					
		Addl Prop Desc:	N/A					

Note: Wood Frame (ATC Code 1) is used for the following construction types: Wood Frame (Frame or WF), Wood Frame/Stucco (Stucco), Wood Frame/Brick Veneer (Brick Veneer). Joisted Masonry, Masonry Non Combustible without Frame (ATC Code 7) is used for the following construction types: Joisted Masonry (JM) or reinforced Joisted Masonry, Masonry Non-Combustible, Concrete Block (CB), Hollow Concrete Block (HCB). Joisted Masonry Reinforced, Masonry Non Combustible with Frame (ATC Code 8) is used for the following construction types: Reinforced Joisted Masonry with Frame, Reinforced Masonry Non Combustible (MNC) with Frame, Reinforced Concrete Block with Frame, Concrete Block with Frame.

Our Limit of Liability in any one occurrence for all of the above coverages combined shall not exceed the Limit of Liability shown in Item 4 in the Declarations. The most we will pay in any one occurrence is the lesser of the amount of insurance stated in the Coverage Schedule above or the applicable Limit of Liability shown in Item 4 of the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Insurer has made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219
12 January 2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

NOTICE:

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG.
5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

POLICY NOTICE AND PROVISIONS

NOTICE:

Such insurance has been placed in accordance with the limited authorization granted to the Correspondent by certain Insurers, whose names (including syndicate number as applicable) and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters have agreed to bind themselves severally and not jointly each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read this Policy and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

PROVISIONS:

- I. Signature Required.** This Policy shall not be valid unless signed by the Correspondent on the attached Declarations.
- II. Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Insurers whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Policy "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Insurers.
- III. Attached Conditions Incorporated.** This Policy is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
- IV.** The Policy is intended for use as evidence of the placement of the insurance described herein, in accordance with Section 1764 of the California Insurance Code.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

SERVICE OF SUIT CLAUSE (U.S.A.) ENDORSEMENT

With respect to the coverages provided by all Insurers, the following Service of Suit Clause shall apply:

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Service of Suit Nominee in the Declarations and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

09/14/2005

LMA5020

Form approved by Lloyd's Market Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

SEVERAL LIABILITY CLAUSE (LMA5096) (COMBINED CERTIFICATES):

PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY

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

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

In the case of a Lloyd's Syndicate, each Member of the Syndicate (rather than the Syndicate itself) is an insurer. Each Member has underwritten a proportion of the total shown for the Syndicate (that total itself being the total of the proportions underwritten by all the members of the Syndicate taken together). The liability of each member of the Syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this Agreement. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The Identity of each member of a Lloyd's Syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this Agreement" in the singular, where the circumstances so require this should be read as a reference to Agreements in the plural.

07/03/08 LMA5096 (Combined Certificate)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

ORDINANCE OR LAW ENDORSEMENT

This endorsement modifies coverage provided under this policy as follows:

- I. Section 7. EXCLUSIONS, paragraph L(4) of the policy is deleted and replaced with the following:

Enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any real property insured hereunder, except as provided by this endorsement.

- II. In the event of direct physical loss or damage resulting from any Covered Causes Of Loss that occur during the Policy Period at the locations scheduled in the Declarations, then we shall also be liable as follows:

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

We will pay for loss to the “undamaged” portion of Covered Property caused by enforcement of any ordinance or law that:

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

“Undamaged” as used above does not include property damaged from a peril not covered by this policy.

This Coverage A is included within the Limit of Liability applicable to the Covered Property shown in the Declarations. This is not an additional limit of Liability.

- B. Coverage B — Demolition Cost Coverage**

We will pay the cost to demolish and clear the site of undamaged parts of Covered Property caused by enforcement of building, zoning or land use ordinance or law which is in force at the time of loss.

We will not pay under this Coverage B of this endorsement until the demolition costs are incurred.

- C. Coverage C — Increased Cost of Construction Coverage**

We will pay for the increased cost to repair, rebuild or construct the Covered Property caused by enforcement of building, zoning or land use ordinance or law which is in force at the time of loss. If the Covered Property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law. However, we will not pay for the increased cost of construction if the building and/or structure is not repaired or replaced.

- III. We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”, “fungus”, wet or dry rot or bacteria.

“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

IV. As respects the coverage afforded under this endorsement only, Section 35. VALUATION of the policy is deleted and replaced with the following:

(1) Under Coverage A — Coverage for Loss to the Undamaged Portion of the Building

a. If the Replacement Cost Coverage option applies and the property is repaired or replaced, on the same or other premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(i) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

(ii) The Limit of Liability applicable to the Covered Property; or

b. If the Replacement Cost Coverage option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage option does not apply:

We will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(i) The actual cash value of the building at the time of loss; or

(ii) The Limit of Liability applicable to the Covered Property.

(2) We will not pay more under Coverage B — Demolition Cost Coverage than the lesser of the following:

a. The reasonable and necessary amount required to demolish and clear the site of the described premises; or

b. The applicable Demolition Cost Limit of Liability shown below in this endorsement.

(3) We will not pay under Coverage C — Increased Cost of Construction Coverage:

a. Until the property is actually repaired or replaced, at the same or another premises; and

b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:

a. The increased cost of construction at the same premises; or

b. The applicable Increased Cost of Construction Limit of Liability shown below in this endorsement.

c. If the ordinance or law requires relocation to another premise, the most we will pay under Coverage C is the lesser of:

(i) The increased cost of construction at the new premises; or

(ii) The applicable Increased Cost of Construction Limit of Liability shown below in this endorsement.

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

VI. Limits of Liability:

A. Coverage A is included within the Limit of Liability applicable to the Covered Property shown in the Declarations. This is not an additional limit of Liability.

- B.** As respects Coverages B and C, our Limit of Liability shall be:

\$1,000,000 Combined blanket sublimit on Demolition Cost and Increased Cost of Construction.

This does not increase the Limit of Liability shown in Item 4 of the Declarations.

- C.** In no event shall the liability of the Company exceed this limit or amount in one disaster, casualty, or event, irrespective of the number of items or locations involved. This extension does not increase the remaining amount of the applicable annual aggregate for “earthquake” or “flood” shown in the Declarations or endorsed onto this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

**BUSINESS INCOME, EXTRA EXPENSE AND RENTAL INCOME
ENDORSEMENT**

This endorsement modifies coverage provided under this policy as follows:

- I. When coverage is specified as per Item 1. COVERED PROPERTY, paragraph E, in the Declarations, this policy will pay you for:
 - A. actual loss of Business Income and Rental Income which you sustain due to the necessary “suspension” of your “operations” or of tenancy during the “period of restoration”.
 - B. the Extra Expense loss you sustain due to the necessary “suspension” of your “operations”.

The “suspension” of your “operations” must be caused by direct physical loss or damage, resulting from any Covered Causes of Loss that occur during the Policy Period at the locations scheduled in the Declarations.

- II. Section 2. COVERED PROPERTY is amended to include the following:
 - A. **Business Income** meaning:
 - (1) Net Income (net profit or loss before income taxes) including rents, that would have been earned or incurred had such physical loss or damage not occurred; and
 - (2) Continuing normal operating expenses, including payroll, incurred;For manufacturing risks, Net Income includes the net sales value of production.
 - B. **Extra Expense** meaning necessary and reasonable expenses you incur during the “period of restoration” that you would not have incurred had such physical loss or damage not occurred, and as further defined herein:
 - (1) We will pay any Extra Expense (other than the expense to repair or replace property) to:
 - a. Minimize the “suspension” of your business if you cannot continue “operations” during the “period of restoration”;
 - b. Avoid or minimize the “suspension” of your business and to continue “operations” at the described premises or at replacement premises or temporary locations, including the cost of relocation expenses and costs to equip and operate the replacement or temporary location.
 - (2) We will pay any Extra Expense to repair or replace any property to the extent doing so reduces the amount of loss that would otherwise have been payable under this endorsement.
 - C. **Rental Income** meaning Business Income that consists of:
 - (1) Net Income (net profit or loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the locations scheduled in the Declarations as furnished and

equipped by you, including fair rental value of any portion of the insured premises which is occupied by you; and

- (2) Continuing normal operating expenses incurred in connection with that premises, including:
 - a. Payroll; and
 - b. The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

III. SECTION 41. DEFINITIONS is amended to include the following:

A. "Suspension" means:

- (1) The slowdown or cessation of your business activities; or
- (2) That a part or all of the insured premises is rendered untenable, if coverage for Business Income including Rental Income applies.

B. "Operations" means:

- (1) Your business activities occurring at the insured premises; and
- (2) The tenantability of the insured premises, if coverage for Business Income and Rental Income applies.

C. "Period of restoration" means the period of time that:

- (1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Causes Of Loss at Covered Property;
- (2) And ends on the earlier of:
 - a. The date when the property at insured premises should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or
 - b. The date when business is resumed at a new permanent location.
- (3) "Period of restoration" does not include any increased period required due to the enforcement of any law in force at time of loss that:
 - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
 - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (4) The expiration date of this policy will not cut short the "Period of Restoration".

IV. The following is added to Section 6. PROPERTY NOT COVERED:

A. We will not pay under Business Income for any loss caused by or resulting from:

- (1) Damage or destruction of "finished stock"; or
- (2) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

"Finished stock" means stock you have manufactured. "Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this policy.

V. The following are added to Section 7. EXCLUSIONS:

A. Any increase of loss caused by or resulting from:

- (1) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to the interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (2) "Suspension", lapse or cancellation of any license, lease, or contract. But if the "suspension", lapse, or cancellation is directly caused by "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration".
- B.** Any loss of Business Income resulting from damage to or destruction of business personal property while in transit.

VI. Loss Determination:

- A.** The amount of Business Income loss, other than Extra Expense will be determined based on:
- (1) The Net Income of your business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of your business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the covered cause of loss on customers or on other businesses;
 - (3) The actual operating expenses you incur, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - a. Your financial records and accounting procedures;
 - b. Bills, invoices, and other vouchers; and
 - c. Deeds, liens, or contracts.
- B.** The amount of Extra Expense will be determined based on:
- (1) All necessary expenses that exceed the normal operating expenses that would have been incurred by your "operations" during the "period of restoration" if no direct physical loss or damage had occurred.
 - (2) All necessary expenses that reduce the Business Income and Rental Income loss that otherwise would have been incurred.
 - (3) We will deduct from the total of such expenses:
 - a. The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - b. Any Extra Expense that is paid for by other insurance.
- C.** Resumption of "operations":
- (1) We will reduce the amount of your:
 - a. Business Income and Rental Income loss to the extent you can resume your "operations" in whole or in part, by using damaged or undamaged property (including merchandise or stock) at insured premises or elsewhere.
 - b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- (2) If you do not resume “operations” or do not resume “operations” as quickly as possible, then we will pay based on the length of time it would have taken to resume “operations” as quickly as possible.

VII. Extended Business Income Coverage:

- A.** If the necessary suspension of your operations produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
 - (1) Begins on the date on which our liability for loss resulting from interruption of business would terminate if this extended period had not been included; and
 - (2) Ends on the earlier of:
 - a. The date you could restore your “operations”, with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage occurred; or
 - b. **30 days** (consecutive days) after the date determined in VII.A.(1) above.
- B.** However, this Extended Business Income coverage does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Causes Of Loss in the area where the Covered Property is located.

VIII. Extended Rental Income Coverage:

- A.** If the necessary “suspension” of your “operations” produces a Rental Income loss payable under this policy, we will pay for the actual loss of Rental Income you incur during the period that:
 - (1) Begins on the date on which our liability for loss resulting from interruption of business would terminate if this extended period had not been included; and
 - (2) Ends on the earlier of:
 - a. The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the rental value that would have existed if no direct physical loss or damage had occurred; or
 - b. **30 days** (consecutive days) after the date determined in VII.A.(1) above.
- B.** However, this Extended Rental Income does not apply to loss of Rental Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Causes Of Loss in the area where the Covered Property is located.

IX. Limits of Liability:

- A.** The most we will pay for loss under this endorsement during any one Policy Period is the Limit of Liability shown in Item 4 in the Declarations. Coverage for Business Income, Rental Income, Extra Expense, Extended Business Income and Extended Rental Income are combined and included within this Limit of Liability.
- B.** Loss covered under this endorsement applies only to loss incurred during the “period of restoration”, and in no event to any such loss which is incurred after 12 months after the date of the direct physical loss or damage covered by this policy which caused the suspension of your “operations”.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

ADDITIONAL PROPERTY ENDORSEMENT

This endorsement modifies coverage provided under this policy as follows:

I. Item 1. COVERED PROPERTY in the Declarations is amended to include the following:

1. **COVERED PROPERTY:** This policy covers property as described below, but no coverage attaches under any item unless an "X" is inserted in the box preceding that item:

F. On the Insured's interest in **Additional Property**.

II. Section 2. COVERED PROPERTY, is amended to include the following paragraph:

Additional Property means the additional property and appurtenant structures as described in the Coverage Schedule. The most we will pay for each item is the amount indicated for that item. If no amount is indicated, that item is not covered under this policy.

III. For the purposes of this Additional Property coverage, the following conditions shall apply:

a. Section 6. PROPERTY NOT COVERED, paragraphs B, P and Q of the policy are amended to include the following wording at the end thereof: "except as provided by this Additional Property coverage extension."

b. The most we will pay for Additional Property is the value shown in the Coverage Schedule, and our Limit of Liability shall not exceed such value. Furthermore, payments made for coverage provided under this Additional Property coverage extension are within the Limit of Liability and will not serve to increase the Limit of Liability stated in Item 4 of the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

REPLACEMENT COST ENDORSEMENT

This endorsement modifies coverage provided under this policy:

Section 35. VALUATION of this policy is amended as follows:

With respect to insurance provided by this policy, it is agreed that this Company shall pay for:

- A.** Replacement Cost (without deduction for depreciation). Replacement cost coverage replaces actual cash value provisions in Section 35. VALUATION of the policy. "Actual cash value" means replacement cost with deduction for depreciation.
- B.** This coverage does not apply to:
 - (1)** Property of others;
 - (2)** Contents of a residence;
 - (3)** Manuscripts;
 - (4)** Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
 - (5)** Stock, unless the including Stock option is shown in the Property or Interest Covered of the Declarations.
- C.** The Insured may make a claim for loss or damage covered by this insurance on an "actual cash value" basis instead of on a replacement cost basis. In the event the Insured elects to have loss or damage settled on an "actual cash value" basis, the Insured may still make a claim for the additional coverage provided the Insured notifies the Company the intent to do so within 180 days after the loss or damage.
- D.** The Company will not pay on a replacement cost basis for any loss or damage:
 - (1)** Until the loss or damaged property is actually repaired or replaced; and
 - (2)** Unless the repairs or replacement(s) are made as soon as reasonably possible after the loss or damage.
- E.** The Company will not pay more for loss or damage on a replacement cost basis than the least of:
 - (1)** The Limit of Liability applicable to the lost or damaged property;
 - (2)** The cost to replace the lost or damaged property with other property:
 - a.** Of comparable material and quality; and
 - b.** Used for the same purpose; or
 - c.** The amount the Insured actually spends that is necessary to repair or replace the lost or damaged property.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

CLAIMS, COMPLAINTS AND OTHER INQUIRY REPORTING

This endorsement modifies coverage provided under this policy as follows:

- I. **Claims:** The Insured shall as soon as practicable report in writing every loss, damage or occurrence which may give rise to a claim under this policy. The insured must also send us a signed, sworn proof of loss containing information we request to investigate the claim. You must do this within 60 days after our request to the following agent of the Company:

Crawford & Company US London Hub
1605 N. Cedar Crest Blvd, Suite 407 Allentown, PA 18104
Toll Free Number: (877) 346-0300
Office Number: (866) 641-7922
Claim Reporting Email: claimsalert@us.crawco.com

We will supply you with the necessary forms.

- II. **Service of Suit:** Service of process in the event of a suit may be made upon the Service of Suit Nominee as shown in the Declarations of this policy.
- III. **All Inquiries other than Claims:** All inquires other than claims shall be made to:

V3 Insurance Agency LLC
115 Pheasant Run, Suite 218
Newtown, PA 18940
Toll Free Number: (877) 430-0085

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

FOUNDATIONS ENDORSEMENT

This endorsement modifies coverage provided under this policy as follows:

Section 6. PROPERTY NOT COVERED of the Policy is amended to delete paragraph S.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

CANCELLATION

This endorsement modifies coverage provided under this policy as follows:

The following is added to Section 30. CANCELLATION and supersedes any provision to the contrary:

This insurance may be cancelled by the first Named Insured shown in the Declarations at any time by written notice or by surrender of this policy.

Except as prohibited or regulated by law, this insurance may also be cancelled by or on behalf of the Company by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than sixty (60) days thereafter, the cancellation shall be effective. Notwithstanding the foregoing in the event of non-payment of premium at any time during the term of this Policy, the Company may give ten (10) days written notice of cancellation to the Insured. At any time prior to the effective date of cancellation, any Additional Insured, Loss Payee or Mortgagee may pay the premium due and the notice of cancellation shall be null and void. The mailing of such notice shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in the notice.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured: Huntington Township Condo Association	Endorsement No.
Effective Date of this Endorsement: 11/22/2019	Policy No. EQP-001373-02

SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)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 (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100