
Commercial Property

SPECIAL PROVISIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

B. EXCLUSIONS

- 1.a. Ordinance or Law is deleted and replaced by the following:
- 1.a. Ordinance or Law, meaning enforcement of any ordinance or law:
- a. requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris;
 - b. requirements of which result in a loss in value to property; or
 - c. requiring you 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.

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 exclusion applies whether or not the property has been physically damaged.

E. CANCELLATION COMMON POLICY CONDITIONS

The following condition is added:

7. Non-Renewal. We will not fail to renew this policy except for specified reason(s) referred to in the Declination Notice mailed with the Notice of Non-Renewal. We may refuse to renew for the conditions(s) listed in the Declination Notice by mailing written notice at least 30 days prior to the expiration date of this policy, to the named insured named in the Declarations at the mailing address shown in the policy or at a forwarding address.

This provision does not apply if;

- a. we have indicated our willingness to renew and there has been no premium payment and completed renewal application received by the due date; or

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- b. the named insured has indicated or the insured's agent of record has indicated that the insured does not wish the policy to be renewed.

Delivery of such written notice by us to the insured named in the Declaration at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

F. OTHER COMMON POLICY CONDITIONS

3. Inspections and Surveys is deleted and replaced by the following:
3. Inspections and Surveys. We have the right but are not obligated to:
 1. make inspections and surveys at any time;
 2. give you reports on the condition(s) we find;
 3. recommend changes.

Any inspections, surveys, reports or recommendations we make relate to the eligibility and the insurability of your property and to the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

4. are safe or healthful; or
5. comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar service which make insurance inspections, surveys, reports or recommendations.

5. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY is deleted and replaced by the following:

5. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

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

If you die, this Coverage will remain in effect as provided in 1. or 2. below, whichever is later;

1. For 180 days after your death regardless of the policy period shown in the Declarations,

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unless the insured property is sold prior to that date; or

2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

G. LOSS CONDITIONS

2. Appraisal is deleted and replaced by the following:
 2. Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and disinterested umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of the agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. pay its own appraiser; and
 - b. bear the other expense of the appraisal and umpire equally.
3. Your Duties In the Event of Loss or Damage is deleted and replaced by the following:
 3. Your Duties In the Event of Loss or Damage. In case of a loss to covered property, you must see that the following are done;
 - a. give prompt notice to us;
 - b. (1) protect the property from further damage
(2) make reasonable and necessary repairs to protect the property; and
(3) keep an accurate record of repair expenses;

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- c. prepare an inventory of damaged property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath at a place and time designated by us, while not in the presence of any other named insured, and sign the same.
- e. submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of you and all others in the property involved and all encumbrances on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) an actual cash value inventory of damaged property described in 3c.
- f. Upon issuance of either a final payment or a letter of denial, you have a 60 day period in which you must commence active repairs to the property.

H. ADDITIONAL CONDITIONS

- 2. Concealment, Misrepresentation or Fraud is deleted and replaced by the following:
- 2. Concealment, Misrepresentation of Fraud: The entire policy shall be void if, whether before or after a loss, any insured under this policy has:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;

Relating to this insurance.

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