COMMERCIAL PROPERTY COVERAGE

AGREEMENT

Th~~is~~e policy, subject to all of its ***terms***, provides insurance against ~~loss~~accidental direct physical loss of or damage to covered property directly resulting from any covered cause of loss, and other described coverages during the policy period, in return for payment of the required premium. It consists of this Agreement, the Declarations, ~~Supplemental Declarations (if any),~~ the General Policy Provisions, Causes ~~of~~Of Loss ~~Section~~form(s) indicated in the Declarations and any other forms or endorsements made part of it, including any required state endorsement(s). The Declarations include any Supplemental Declarations.

~~Endorsements attached to this policy may require a premium charge for increased or additional coverage. In the event *you* select a higher deductible amount or where certain exclusionary or limiting endorsements are added to *your* policy, *you* may receive a reduction in premium.~~

It is important that ***you*** read each part of th~~is~~e policy carefully to understand the coverage provided and ***your*** obligations as well as ***our*** obligations under the policy. Each coverage is subject to all policy ***terms*** relating to that coverage including the ***terms*** applicable to the entire policy~~. Coverages~~, unless stated otherwise. Coverage A ~~&~~ Building and Coverage B ~~-~~***Business*** Property as described in this policy, apply only if ~~a limit~~an amount of insurance is shown for the coverage ~~on~~in the Declarations or are added by endorsement.

~~The following Table of Contents shows how the policy is organized and will help *you* locate particular sections of the policy.~~

TABLE OF CONTENTS

	Page
Agreement~~.....~~	1
General Policy Provisions	~~2~~ 1
Definitions	~~2~~1
Principal Coverages	~~2~~3
Incidental Coverages.....	~~4~~5
Exclusions ~~a~~And Limitations That Apply	~~5~~7
~~Conditions that Suspend Insurance.....~~	~~5~~
How Much ***We*** Pay ~~f~~For Loss ~~or~~Or Claim	~~5~~7
Payment ~~of~~Of Loss ~~or~~Or Claim	~~7~~ 9
What ***You*** Must Do ~~in~~In Case ~~of~~Of Loss	~~7~~9
Policy Conditions	~~8~~10

	~~Starting On Page~~
~~Causes of Loss Section.....~~	~~P 1~~

~~Endorsements – See endorsements (if any) attached to this policy.~~

© 2016 URB®

GENERAL POLICY PROVISIONS

A. DEFINITIONS

The following definitions apply to this policy:

1. The words ***you*** and ***your*** refer to the person or entity named in the Declarations and the words ***we***, ***us*** and ***our*** refer to the insurance company providing this insurance named in the Declarations.
2. ***Business*** means a trade, profession or other occupation including farming, all whether full ~~or~~time, part time~~.~~ or occasional.
3. ~~***Covered Policy*** means a policy of commercial risk insurance, professional liability insurance or public entity insurance.~~ ***Electronic data*** means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software on hard or floppy disks, CD-ROMs, DVDs, tapes, drives, cells, smart phones, tablets, data processing devices or any other depositories of computer software which are used with electronically controlled equipment. The phrase, computer programs, refers to a set of related electronic instructions which direct the operations and functions of a computer or device connected to it. These electronic instructions thereby enable the computer or connected device to receive, process, store, retrieve, or send material. ***Electronic data*** does not include:

~~4~~ a. ***Your stock*** of prepackaged software; or

b. ***Electronic data*** which is combined with, and operates or controls, a building's elevator, lighting, heating, ventilation, air conditioning or security system.

4. ***Employee*** means a person who is engaged in a service usual to ***your business*** operations and for 30 days after their termination, to whom ***you*** directly pay salary, wages or commission. ***You*** have the exclusive right to direct this person in the performance of their work.

   This definition includes:

   a. A person leased from a labor firm under a written contract;
   b. A temporary person hired to fill a short-term or seasonal need;
   c. A consultant who was formerly an ***employee***, director, partner, member, manager, representative or trustee while performing services for ***your business***; and
   d. Any intern or student while performing services for ***your business***, whether paid or not paid by ***your business***, but coverage is excluded when any such person has care, custody or control of ***your*** property outside ***your business*** premises.

   This definition excludes:

   a. Any broker, factor, commission merchant, consignee, independent contractor or other agent or representative; or
   b. Any member or manager of a limited liability company, director or trustee except while performing acts that are usual to an ***employee***.

5. ***Fungus*** means any type or form of microorganism in the kingdom Fungi, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by any form of fungi.
6. ***Insured*** means the person or entity named in the Declarations~~.~~

   ~~a. ***Insured*** means ***you*~~ or ***your*** legal representative. However, ~~this person,~~ ***your*** legal representative~~,~~ is an ***insured*** only with respect to property covered by this insurance.

   ~~b.~~ Each person listed ~~above~~in the Declarations is a separate ***insured*** under this policy, but this does not increase ~~***our*** limit~~the amount of insurance under this policy.

~~5.~~ 7. ***Insured*** ~~***Premises***~~***premises*** means:

   a. If ***you*** own the building described in the Declarations, the ***insured premises*** means the building and the grounds at that location described in the policy~~.~~; and
   b. If, at the location described in the policy, ***you*** lease or rent the entire building or a portion of the building, ***insured premises*** means the parts of the described premises which are used or occupied exclusively by ***you***~~.~~ including access ways.

8. ***Media*** means data processing, recording or storage material on which the information is recorded or stored and it includes, but is not limited to, films, tapes, disks, drives, drums or cells. It does not include the information recorded on the ***media***.
9. ***Money*** means:

   a. Currency, coins and bank notes in current use and having a face value;
   b. Bullion; and

© 2016 URB®

c. Travelers checks, register checks and ***money*** orders held for sale to the public.

10. ***Pollutant*** 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.

11. ***Securities*** means all negotiable and non-negotiable instruments or contracts representing either ***money*** or other property and includes revenue and other stamps, tokens and tickets in current use. However, ***securities*** do not include ***money*** or lottery tickets held for sale.

12. ~~6~~

~~***Nonpayment of Premium*** means the failure of the ***named insured*** to discharge any obligation in connection with the payment of premiums on a policy of insurance or any installment of such premium, whether the premium is payable directly to the insurer or its agent or indirectly under any premium finance plan or extension of credit. Payment to the insurer, or to an agent or broker authorized to receive such payment shall be timely if made within fifteen days after the mailing to the ***insured*** of a notice of cancellation for ***nonpayment of premium***.~~

Sprinkler leakage means loss or damage caused by leakage or discharge of water or other substances from within an automatic sprinkler or fire suppression system.

13 ~~7.~~ ~~***Renewal*** or ***to Renew*** means the issuance or offer to issue by an insurer of a policy superceding a policy previously issued and delivered by the same insurer, or another insurer within the same group or under common management, or the issuance or delivery of a certificate or notice extending the term of a policy beyond its policy period or term. However, any policy with a policy period or term of less than one year shall be considered as if written for a policy period or term of one year, and any policy with no fixed expiration date or with a policy period or term of more than one year shall be considered as if written for successive policy periods or terms of one year.~~

~~8. ***Required Policy Period*** means a period of one year from the date a ***covered policy*** is renewed or first issued.~~

9. ***Stock*** means merchandise held in storage or for sale, raw materials, and in- process or finished goods, including supplies used in their packing or shipping. All ***stock*** sold but not delivered will be valued at the price at which it is sold less any discounts or expenses not incurred.

~~10~~14. ***Terms*** as used in this policy means provisions, limitations, exclusions, definitions and conditions.

15. ***Theft*** means any act of stealing.

16. ***Unmanned aircraft*** means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be operated with a human pilot aboard. ***Unmanned aircraft*** include aircraft commonly referred to as drones.

B. PRINCIPAL COVERAGES- - COVERAGE A-BUILDING~~S~~ AND COVERAGE B-*BUSINESS* PROPERTY

We provide coverage for accidental direct physical loss or damage from a covered cause of loss at the ***insured premises*** that is not otherwise modified, limited or excluded in this policy, when an amount of insurance ~~for the following coverages indicated by a specific limit of insurance on~~is shown in the Declarations ~~page~~.

Coverage A-Building:

This policy covers the building(s) or structure(s) on the ***insured premises*** described ~~on~~in the Declarations ~~Page~~ which includes:

1. ~~c~~Completed additions and attached extensions;

~~2. fire extinguishing apparatus;~~

© 2016 URB®

~~3. floor coverings;~~

~~4. permanent~~ 2. Permanent fixtures, machinery and equipment forming a part of or pertaining to the services of the building or its premises;

3. ***Business*** ~~5. personal~~ property ~~of the ***insured*** as landlord~~owned by ***you*** used to maintain or service the building or structure, or its premises, including ~~refrigerating~~:

a. Fire extinguishing apparatus;

b. Floor coverings;

c. Outdoor furniture; and

d. Refrigerating, ventilating, cooking, dishwashing and laundering appliances or equipment;

~~6. shades and outdoor furniture;~~

~~7.~~ 4. If not covered by other insurance:

a. ~~a. additions~~Additions under construction, alterations and repairs to the building or structure; and

b. ~~b. materials~~Materials, equipment, supplies and temporary structures on or within 100 feet of the ~~described~~***insured premises*** used for making additions, alterations or repairs to the building or structure.

~~Additions, alterations and repairs are included within the Coverage A limit of insurance~~; and ~~do not increase the Coverage A limit of insurance.~~

~~8.~~ 5. If ***you*** own the ~~described~~ building, Coverage A ~~-~~Building also includes:

a. Awnings ~~a. storm doors, sash and screens;~~

~~b. awnings~~, canopies ~~or~~and their supports; and

~~***Coverage A does not cover:***~~

~~b. Storm doors, sashes and screens.~~

When on the ***insured premises*** and specifically scheduled in the Declarations, Coverage A-Building also covers:

1. ~~a~~Antennas (outdoor), satellite antennas, their lead-in wiring, accessories, masts ~~and,~~ towers, dish receivers and cable television receptors;
2. Fences;
3. ~~awnings, canopies or their supports if ***you*** do not own the~~Pools, piers, docks, wharves, bulkheads, seawalls, pilings and pilasters;
4. Retaining walls;
5. Silos;
6. Solar panels, any related solar electrical generating fixtures, machinery and equipment not affixed to or forming a part of a building~~;~~ or structure; and
7. Wind turbines, windmills, wind pumps, metal smokestacks and utility poles.

Coverage A-Building Does Not Cover:

Limited coverage for some of these types of property may be included in the Incidental Coverages.

1. Driveways ~~3. driveways~~, parking lots, sidewalks ~~or~~, patios, any other paved surfaces or bridges;
2. Exterior signs whether attached to, detached from, or forming a ~~4. fences that are not a permanent~~ part of ~~the~~a building or structure;
3. Foundations ~~5. foundations~~ which are below the under surface of the lowest floor or below ground level if there is no basement, ~~retaining walls that are not a part of the building,~~ cost of excavations, ~~or~~ grading ~~and~~or filling;
4. Land ~~6. land~~, including land on which the property is located;

~~7. outdoor signs;~~

~~8. personal~~ 5. Personal property in apartments or rooms furnished by the ***insured*** as landlord, except for personal property of the landlord used to maintain or service the building;

6. Property

~~9~~

© 2016 URB®

~~p~~ools, piers, docks and wharfs;

~~10.~~ ~~property~~ which is more specifically insured in whole or in part by any other insurance except for the excess of the amount due ~~(~~, whether ***you*** can collect it or not~~)~~, from that other insurance;

~~11. trees~~ 7. Trees, plants, shrubs ~~and~~or lawns;

~~12. underground~~ 8. Underground pipes, flues ~~and~~or drains;

~~13. vehicles or~~ 9. Vehicles, self~~-~~-propelled vehicles designed for use on public roads, aircraft, ~~or~~ ***unmanned aircraft***, watercraft~~,~~ including motors, equipment ~~and~~or accessories; or

~~14. water~~ 10. Water, either underground or surface water~~;~~.

~~15. windmills, wind pumps, crop silos or metal smokestacks.~~

Coverage B-*Business* Property:

~~This policy covers ***your Business Property***~~***business*** property in or on the building(s) or structure(s) described in the Declarations or in the open ~~(or,~~ in a vehicle~~)~~, or temporarily placed in a portable storage unit, within 100 feet of the ~~described~~***insured premises***. This includes:

1. ~~f~~Furniture and fixtures;
2. ~~machinery~~Leased property used in ***your business you*** are under written contract to insure;
3. Machinery and equipment not servicing the building;
4. ***Stock***;
5. ***Your***

~~3~~

~~st~~

~~ock;~~

~~4.~~ ~~***your***~~ interest in the property of others to the extent of the labor, materials or services furnished or arranged by ***you*** on such property;

~~5. your use~~6. ***Your*** financial interest as a tenant ~~in~~for any improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions~~;~~:

a. ~~m~~Made a part of the building or structure ***you*** occupy but do not own; and

b. ~~y~~***You*** acquired or made at ***your*** expense but cannot legally remove; and

7. All ~~6. all~~ other ***business*** property owned by ***you*** and used in ***your business***.

Coverage B-~~*does not cover the following property*~~-*Business* Property Does Not Cover:

~~(~~ Limited coverage ~~of~~for some of these types of property ~~is~~may be included in the Incidental Coverages~~)~~.

1. ~~a~~Accounts, bills, ~~currency~~***money*** or deeds;
2. ~~aircraft, including equipment and accessories;~~

Animals ~~3. animals~~, unless held as ***your stock*** within ~~the described~~a building~~(s)~~, or owned by others and boarded by ***you***;

3. Antennas ~~4. antennas~~ (outdoor), satellite antennas, their lead-in wiring, accessories, masts ~~and~~, towers, dish receivers or cable television receptors;
4. Automobiles;
5. ~~***automobiles***~~;
6. ~~awnings~~Awnings, canopies or their supports if ***you*** own the building;
6. Bullion or ~~7. bullion and~~ manuscripts;
7. ***Business*** ~~8. business~~ property away from the ***insured premises***;
8. Contraband ~~9. contraband,~~ or property in the course of illegal transportation or trade;
9. ***Electronic data***;
10. ~~standing crops;~~
11. ~~electronic~~Electronic devices, accessories or antennas that may be operated from the electrical system of a motorized vehicle, farm equipment or watercraft. This includes films, tapes, wires, discs, records or other ***media*** for use with such devices;

~~12. evidences~~11. Evidences of debt;

12. Exterior signs whether attached to, detached from, or forming a part of a building or structure;
13. ~~f~~Fences;
14. ~~h~~Household or personal property;

© 2016 URB®

15. ~~loss~~Leased property, except leased property ***you*** are under written contract to insure;
16. Loss due to ***business*** interruption or delay;
17. Loss from ~~16. money,~~ credit card receipts ~~and~~, debit card receipts, food stamps, ***securities*** or negotiable instruments;
~~17. outdoor signs;~~
18. Personal property while airborne or waterborne;
19. ~~pools~~Pools, piers, docks ~~and wharfs~~, wharves, bulkheads, seawalls, pilings or pilasters;
20. Property ~~19. property~~ of others;
21. Property which is more specifically insured in whole or in part by any other insurance except for the excess of the amount due, whether ***you*** can collect it or not, from that other insurance;
22. Recreational ~~20. recreational~~ vehicles, including equipment ~~and~~or accessories;
23. Retaining walls;
24. Silos;
25. Solar panels, any related solar electrical generating fixtures, machinery or equipment;
26. Standing crops;
27. The ~~21. the~~ cost to research, replace or restore the information on valuable papers ~~and~~or records, including those which exist on electronic or magnetic ***media***;
28. Trees ~~22. trees~~, plants, shrubs ~~and~~or lawns unless they are held as ***your stock***;
29. Vehicles

~~2~~
~~3.~~
~~v~~
~~ehicles~~ or self-propelled vehicles designed for use on public roads~~;~~
, aircraft, ***unmanned aircraft*** or ~~24.~~ watercraft, including motors, equipment ~~and~~or accessories~~.~~; or
30. Wind turbines, windmills, wind pumps, metal smokestacks or utility poles.

C. INCIDENTAL COVERAGES

This policy also provides Incidental Coverages. ~~These~~ Unless otherwise indicated, these Incidental Coverages are ~~subject~~in addition to ~~all~~the amount of ~~the ***terms*** of the applicable Principal Coverages, A or B. These Incidental Coverages do not increase the Limit of Insurance~~insurance stated for the Principal Coverages.

1. ***Business*** **Credit Card, Debit Card, Forgery And Counterfeit** ***Money*****-*We*** pay up to $500 per occurrence but no more than $1,000 per policy period for loss sustained by an ***insured*** when such ***insured***:
   a. Becomes legally obligated to pay for the unauthorized use of credit cards or debit cards issued or registered in the ***insured's*** name;
   b. Suffers a loss through the forgery or alteration of checks, drafts, certificates of deposit or notes including negotiable orders of withdrawal; or
   c. Accepts in good faith counterfeit United States currency.

   We do not pay for loss if:
   a. The ***insured*** has not complied with the ***terms*** under which the credit card or debit card was issued;
   b. The loss is caused by the dishonesty of an ***insured***; or
   c. The loss occurs while a person, not an ***insured***, has possession of the credit card or debit card with an ***insured's*** permission.
2. ***Business*** **Property Of Others And Customer Goods**-This coverage applies only when an 80% or higher coinsurance provision is shown in the Declarations, or if the type of policy in the Declarations is indicated as Businessowners.

   We pay up to $2,500 per occurrence for accidental direct physical loss or damage to ***business*** property of others or to customer goods in ***your*** care, custody or control while on the ***insured premises*** provided that:
   a. The coverage applies only if the loss or damage is caused by a covered cause of loss on ***your*** policy; and
   b. The coverage is for the benefit of the owners of ***business*** property or the owners of customer goods.
3. ***Electronic Data*****-*We*** pay up to $2,500 per policy period for the cost to replace ***electronic data*** which has been corrupted or destroyed by a covered cause of loss. The covered causes of loss for ***electronic data***

© 2016 URB®

coverage include a virus, harmful code or similar instruction introduced into or enacted on a computer system. The covered causes of loss do not include manipulation of data by an ***employee*** or repair technician. When ***electronic data*** cannot be restored or replaced, the loss will be valued at the cost of replacement of the ***media*** on which the ***electronic data*** was stored, with blank ***media*** of identical or substantially similar type. When loss or damage to ***electronic data*** commences in one policy year and continues into another policy year, all loss or damage is considered to be sustained in the policy year in which the loss or damage commenced.

4. **Exterior Signs-*We*** pay up to $2,500 per occurrence for accidental direct physical loss or damage to exterior signs ***you*** own or that are in ***your*** care, custody or control, or that ***you*** are responsible for as a result of a written contract. Coverage applies whether exterior signs are attached to, or detached from, a building or structure that is located at the ***insured premises***. Exterior Signs coverage is provided for the causes of loss contained in ***your*** policy either for Coverage A-Building or for Coverage B-***Business*** Property, whichever applies.

5. **Non-Owned Detached Trailers**-This coverage applies only when an 80% or higher coinsurance provision is shown in the Declarations, or if the type of policy in the Declarations is indicated as Businessowners.

   We pay up to $2,500 per policy period for accidental direct physical loss or damage to non-owned detached trailers provided that:

   a. Such trailer is utilized in the conduct of ***your business***;
   b. Such trailer is in ***your*** care, custody or control at the ***insured premises***; and
   c. ***You*** are obligated to pay for loss or damage to such trailer in a written contract.

   We will not pay for loss or damage that takes place:

   a. While such trailer is attached to any motor vehicle or motorized vehicle, whether or not such vehicle is moving at the time; or
   b. While such trailer is being connected or disconnected, or if such trailer becomes accidentally disconnected from any motor vehicle or motorized vehicle.

   This coverage is excess to any other insurance covering such trailers, even if the insurance is not collectible.

6. **Outdoor Property**-This coverage applies only when an 80% or higher coinsurance provision is shown in the Declarations, or if the type of policy in the Declarations is indicated as Businessowners.

   We pay for accidental direct physical loss or damage to ***your*** fences, radio and television antennas, satellite dishes, trees, plants, shrubs and lawns that are not ***stock***, including the cost of debris removal, resulting from the following causes of loss, when these are covered causes of loss in ***your*** policy:

   a. Fire Or Lightning;
   b. Explosion;
   c. Riot Or Civil Commotion;
   d. Aircraft;
   e. Vandalism; or
   f. Vehicles not owned or operated by an ***insured***, an ***employee*** or any occupant of the ***insured premises***.

   The most ***we*** will pay for loss or damage under this Incidental Coverage is $1,000 per occurrence, but not more than $250 for any one tree, plant, shrub or lawn. These limits apply regardless of the types or number of items lost or damaged in that occurrence.

7. ~~1.~~ **Removal**~~.~~

   a. **Emergency Removal**-***We*** cover Emergency Removal as follows:
      ~~(~~1) If ***you*** remove covered property ~~covered by this policy~~ from the ***insured premises*** to preserve it from damage from a covered cause~~s~~ of loss, ***we*** pay for any loss or damage while the property is being removed and transported. Once removed from the ***insured premises***, such property is covered against accidental direct physical loss or damage from a covered cause~~s~~ of loss~~, not specifically excluded under this policy,~~ for a period up to ~~ten~~10 days. This coverage does not extend past the expiration date of the policy.
      ~~(~~2) ***We*** pay up to $250 towing charge for emergency removal to move a covered mobile structure endangered by a covered cause of loss.
   b. **Debris Removal**~~.~~-***We*** cover the cost of removing debris of ~~the~~ covered property caused by a covered cause of loss under this policy. This coverage does not include costs to:

© 2016 URB®

(1) eExtract ***pollutants*** from land or water; or

(2) rRemove, restore or replace polluted land or water.

We will not pay any more under this debris removal coverage than 25 percent% of the amount ***we*** pay for the direct loss or damage.

We will not pay any more for loss to property and debris removal combined than the limitamount of insurance for the property.

We will not pay any expenses unless they are reported to ***us*** within 180 days of the accidental direct physical loss or damage to covered property.

No deductible applies to this coverage.

8. 2.

Repairs We cover the cost of repairs that are reasonable and necessary to protect covered property from further damage after damage resulting from a covered cause of loss. ***We*** will not pay more for loss to property and repairs combined than the limit of insurance for the property.

Valuable Papers And Records

3. ***Change of Location*** When ***you*** move to another location, the Coverage B limit of insurance applies pro rata at each location for 30 days from the date ***you*** begin to move but not extending past the expiration date of the policy. When ***you*** move, this Change of Location coverage applies in place of ***your*** coverage for property ***While Away From The Insured premises***.

4. ***While Away From the Insured Premises*** (This coverage applies only when an 80% or higher coinsurance provision is shown onin the Declarations page)., or if the type of policy in the Declarations is indicated as Businessowners.

You may apply up to 2% of the Coverage B limit of insurance, up to $5,000 to ***your business*** property covered under this policy while temporarily at locations that ***you*** do not own, control, operate or lease.

This coverage applies only if loss or damage is caused by a cause of loss covered under this policy.

This coverage does not apply to:

a. merchandise or ***stock***;

b. property held for rental;

c. ***your*** business samples.

5. ***Property of Others In Your Care, Custody or Control*** ***We*** pay up to $2,500 at each ***insured premises*** per policy period, for accidental direct physical loss or damage to ***your*** valuable papers and records that are not ***electronic data***, and for which duplicates do not exist, from a covered cause of loss. ***We*** cover the replacement or restoration of ***your*** written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts.

9. **While *On the Described*Away From The *Insured* *Premises*** (This coverage applies only when an 80% or higher coinsurance provision is shown on the Declarations page or if the type of policy on the in the Declarations page, or if the type of policy in the Declarations is indicated as ***Business*** owners).Businessowners.

You may apply***We*** pay up to 25% of the Coverage B limit ***Business*** Property amount of insurance, up to $2,500 to cover the ***business*** property of others or to customer's goods in ***your*** care, custody or control.

This coverage applies only if10,000 per occurrence, for accidental direct physical loss or damage is caused byto ***your*** covered property from a covered cause of loss.

This coverage shall apply as an additional limit of insurance.

This coverage is only for the benefit of the owners of ***business*** property or to the owners of customer's goods.

6. ***Business Credit Card, Forgery and Counterfeit Money***.

We pay up to $500 per loss but no more than $1,000 during each ***required policy period*** for loss sustained by an while it is temporarily away from the ***insured*** when such ***insured******premises***:

a. a. becomes legally obligated to pay for the unauthorized use of ***credit cards*** issued or registered in the ***insured's*** name;

b. suffers a loss through the forgery or alteration of checks, drafts, certificates of deposit and notes including negotiable orders of withdrawal; or

© 2016 URB®

c. accepts in good faith counterfeit United States or Canadian paper currency.

WeAt locations ***you*** do not pay for loss if: own, operate or lease; or

b. a. the ***insured*** has not complied with the ***terms*** under which the ***credit card*** was issued;

b. the loss is caused by the dishonesty of an ***insured***;

c. the loss occurs while a person, not an ***insured***, has possession of the ***credit card*** with an ***insured's*** permission; or

d. the loss involves a bank debit card or similar device used for the deposit, withdrawal or transfer of funds.

At any fair, trade show or exhibition.

This Incidental Coverage does not apply to property:

a. In or on a vehicle;

b. At any off premises job site where ***you*** are conducting operations; or

c. In the care, custody or control of ***your*** salespeople, unless the property is in such care, custody or control at a fair, trade show or exhibition.

D. EXCLUSIONS AND LIMITATIONS THAT APPLY

For Exclusions, Limitationsexclusions, limitations and Property Not Covered property not covered which may affect ***your*** coverage, see Principal Coverages, Incidental Coverages, the Causes ofapplicable Cause Of Loss Sectionform(s) and other endorsements added to ***your*** policy.

Coverage for some excluded or limited causes of loss may be available elsewhere in ***your*** policy at an additional cost.

E. CONDITIONS THAT SUSPEND INSURANCE

1. ***Your*** insurance is suspended when any hazard is increased by any means within ***your*** knowledge or control.
2. ***Your*** insurance is suspended while a described building is vacant or unoccupied beyond a period of sixty consecutive days.

F. HOW MUCH *WE* PAY FOR LOSS OR CLAIM

Settlement of property losses covered by this policy **shall**will be made in accordance with the following provisions.:

1. Property**Settlement**-Covered property losses will be settled on the basis of the lesser of the following amounts:
   a. tThe applicable limitamount of insurance;
   b. tThe amount of ***your*** financial interest in the property;
   c. tThe actual cash value of the property at the time of loss including an appropriate deduction for depreciation however caused;
   d. tThe cost of repairing or replacing the lost or damaged property with materials of equivalent kind and quality to the extent practicable;
   e. tThe amount computed after applying the deductible or other limitation applicable to the loss; or
   f. (applies to mobileFor manufactured homes only at ***your*** option) t- The amount equal to the difference between the actual cash value of the property immediately before the loss and its actual cash value immediately after the loss.
2. **Coinsurance**.

If a coinsurance percentage applicable to a particular building and/or to ***business*** property is shown onin the Declarations Page, then the following coinsurance provision applies to ***your*** policyprovisions apply:

Coinsurance Provision.

We require that ***you*** maintain a minimum limitamount of insurance when a coinsurance percentage is shown onin the Declarations Page. If there is more than one building and/or ***business*** property designated onin the Declarations Page as having coinsurance applicable, then the minimum insurance requirement applies separately to each building and/or ***business*** property.

The minimum limitamount of insurance required is the actual cash value of the insuredcovered property at the time of loss multiplied by the coinsurance percentage.

If the limitamount of insurance at the time of loss is less than the minimum limitamount of

© 2016 URB®

insurance required, ***we*** will pay only a part of the loss. ***Our*** part of the loss will be determined by dividing the ~~limit~~amount of insurance on the property by the minimum ~~limit~~amount of insurance required, and is subject to the Settlement provision.

Coinsurance will be applied prior to application of any deductible.

EXAMPLE If ***you*** ~~DO NOT~~do not maintain the required ~~limit~~amount of insurance:

~~(NOTE: This example does not include a deductible).~~

a. Actual ~~Cash Value~~cash value at the time of loss $100,000
b. Coinsurance ~~Percentage~~percentage shown in the Declarations 80%
c. Minimum ~~Limit of Insurance Required~~ ~~$ 80,000~~
amount of insurance required ($100,000 x 80%) $ 80,000
d. ~~Limit of Insurance~~
~~(~~Amount of insurance shown ~~on~~in the Declarations ~~Page)~~for Coverage A-Building $ 60,000
e. Amount of ~~Loss as established under the provisions of 1. Above~~loss $ 20,000
f. Deductible $1,000

In this example, ***we*** would pay ***you*** $~~15~~14,000. ***We*** arrive at this payment figure as follows:

1. ***Our*** part of the loss is 75%. (d. ~~limit~~amount of insurance $60,000 divided by c. ~~limit~~amount of insurance required $80,000).
2. $20,000 loss is then multiplied by the 75% ~~percent~~ figure computed in ~~step~~ 1. above, less $1,000 deductible, to arrive at the part of the loss ***we*** will pay.

Note ~~3. The uninsured loss is $5,000.~~

~~NOTE~~: Under Coverage A Building and Coverage B ***Business*** Property, the Incidental Coverages described in this policy ~~shall NOT~~form will not be considered in determining the actual cash value when applying the Coinsurance ~~P~~provision.

3. **Replacement Cost ~~*Provision*~~**

If ~~the~~a Replacement Cost ~~Provision (Form SF-27)~~endorsement is attached to this policy, then losses to buildings ~~and/~~or ***business*** property designated on that form ~~shall~~will be settled in accordance with the provisions contained in that form.

4. **Loss ~~*to a*~~To A Pair ~~*or*~~Or Set** If there is loss to an article which is part of a pair or set, ***we*** are only liable for a reasonable proportion of the value of the entire pair or set, and the loss is not considered a total loss of the pair or set.
5. ~~***Tenant's***~~ **Glass**-Replacement of building glass will be made with safety glazing material if required by law.
6. **Tenant's Improvements ~~a~~And Betterments** ~~-w~~-Will be valued at~~:~~ one of the following:
   a. ~~a~~Actual cash value of the ~~lost or damaged~~ property if repaired or replaced at ***your*** expense within ~~a reasonable time~~180 days from the date the loss or damage was sustained.
   b. ~~a~~A portion of ***your*** original cost if ***you*** do not make repairs. ***We*** will determine the proportionate value in the following manner:
      ~~(~~1) ~~m~~Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
      ~~(~~2) ~~d~~Divide the amount determined in ~~(~~1) above by the number of days from the installation of improvements to the expiration of the lease.

      If ***your*** lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
   c. ~~n~~Nothing if others pay for repairs or replacement.

~~6~~7. **Deductible~~.~~**

We pay the net amount after first applying the coinsurance provision and then applying the deductible.

The deductible applies to the following:

a. Coverage A Building~~.~~;
b. Coverage B ***Business*** Property~~.~~;
c. Incidental Coverages~~.~~; and
d. All additional property coverages added by endorsement, unless otherwise stated.

The deductible applies to all covered causes of loss unless otherwise stated in the Declarations or any endorsement.

~~c.~~ ***We*** pay only that part of the loss over the deductible stated in the Declarations or

© 2016 URB®

endorsement. Not more than one deductible applies per loss ~~but:~~. If more than one deductible can apply to a loss, then the higher applicable deductible will apply, unless otherwise stated in the Declarations or an endorsement.

~~1) If this policy covers more than one building, the deductible applies separately to each building.~~

~~2) If this policy covers only ***business*** property, the deductible applies separately to ***business*** property in each building.~~

~~f. If coverage is otherwise restricted by special limits of insurance, ***our*** liability must be separately computed under both the deductible and the special limit of insurance. ***We*** pay the lesser of the two amounts.~~

~~g. If the same deductible amount applies to ***your*** building, and ***business*** property within that building, one deductible shall apply to the loss for the building and ***business*** property within that building; otherwise, the higher of any applicable deductible shall apply.~~

~~7.~~ 8. **Insurance Under More Than One Coverage**~~.~~ If more than one coverage ~~of~~in this policy insures the same loss~~.~~, ***we*** pay no more than the actual claim, loss or damage sustained.

9. ~~8.~~ **Insurance Under More Than One Policy**~~.~~

a. ***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~~amount of ~~I~~insurance under this policy bears to the ~~Limits~~amount of ~~I~~insurance of all insurance covering on the same basis.

b. If there is other insurance covering the same loss or damage, other than that described in a. above, ***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~~amount of ~~I~~insurance.

~~9~~10. **Restoration ~~*of Limit of*~~Of Amount Of Insurance**~~.~~ ~~Any~~Unless otherwise stated in this policy, any loss ***we*** pay under this policy does not reduce the ~~limits~~amount of insurance applying to a later loss.~~.~~

~~**G. PAYMENT OF LOSS OR CLAIM**~~

~~1. In the event of loss or damages to property covered under this policy ***we*** will:~~

~~a. pay the loss in money;~~

11. **Special Replacement Cost Provision Coverage A-Building Losses**-In the event of loss to a building or structure covered under this policy, when the full cost of repair or replacement is less than $2,000, the coverage of this policy is extended to cover the full cost of repair or replacement without deduction for depreciation. This provision excludes carpeting, cloth awnings, air conditioners, domestic appliances and outdoor equipment, all whether permanently attached to the building or structure, or not.

We will not be liable under this Special Replacement Cost Provision Coverage A-Building Losses:

a. Unless and until the damaged property is actually repaired or replaced on the same premises, and in no event, unless repair or replacement is completed within two years after such loss or damage has taken place; or

b. Unless the whole amount of insurance applicable to the building or structure for which claim is made is equal to or in excess of the amount produced by multiplying the coinsurance percentage applicable, specified in the Declarations, by the actual cash value of such property at the time of the loss.

12. **Vacancy Provision**-This vacancy provision will apply as follows:

a. When this policy is issued to the owner or lessee of an entire building, the building will be considered vacant when 25% or less of its total square footage is used by any combination of the building owner, lessee or sublessee to transact ordinary operations.

b. When this policy is issued to a tenant as it relates to the tenant's interest in covered property, building means the floor space rented or leased to the tenant. This building will be considered vacant when it does not contain enough ***business*** property to transact ordinary operations.

c. When loss or damage is sustained to a building that is deemed vacant as set forth in the provisions above for 60 or more consecutive days:

1) There will be no coverage for claims resulting from vandalism, ***sprinkler leakage***, breakage of glass, accidental discharge of water or steam, attempted ***theft*** or ***theft***;

2) For any other covered causes of loss, ***we*** will reduce the amount ***we*** would otherwise pay for the loss by 15%. The 15% reduction does not apply to property written as:

a) Vacant property;

b) Property under construction; or

© 2016 URB®

c) Property under renovation.

F. PAYMENT OF LOSS OR CLAIM

1. In the event of loss or damage to property covered under this policy, ***we*** will take one of the following actions at ***our*** option:
   a. Pay for the loss or damage;
   b. Rebuild~~b. rebuild~~, repair or replace with property of equivalent kind and quality, to the extent practicable~~, within a reasonable time.~~; or

   c. Take~~c. take~~ all or any part of damaged property at the agreed or appraised value. Any property paid for or replaced ~~shall~~will become ***our*** property.

   ~~***We***~~ will give notice of ***our*** intent to ~~rebuild, repair or replace~~take one such action within 30 days after receipt of a duly executed proof of loss.
2. ***Your*** **Property**~~--~~***We*** will adjust all losses with ***you***. ~~An insured~~A covered loss will be payable after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with ***you*** or the filing of an appraisal award with ***us***. Payment will be made to ***you*** unless another loss payee is named in the policy.
3. **Property** ~~***of***~~**Of Others**~~--~~Losses to property of others may be adjusted with ***you***. ***We*** reserve the right to adjust with and pay to the owners. Payment to the owners satisfies ***our*** obligation to ***you*** for loss to this property. ~~***We*** may also choose to defend ***you*** against any ***suits*** arising from claims of the owners of property.~~
4. **Liens** ~~***f***~~**For Unpaid Taxes**~~.~~

   ~~***We***~~ When there are liens for unpaid taxes against covered property, ***we*** are required by the Insurance Law to deduct the claim of any tax district from the amount ***we*** pay ***you*** for a loss by fire.

   To the extent ***we*** pay any tax district the amount certified as ***your*** unpaid taxes, ***we*** are no longer obligated to pay this amount to ***you***.

   Our payment of such claim to the tax district within 30 days of the receipt of a certificate of lien ~~shall~~will be considered by ***you*** and ***us*** that such claim was valid and properly paid.

~~H~~

G. WHAT *YOU* MUST DO IN CASE OF LOSS

1. **Notice**~~.~~ The following notice provisions apply:
   a. ~~In case of a loss or if~~When ***you*** become aware of anything that indicates there might be a claim under this policy, ***you*** must:
      ~~(~~1) ~~p~~Promptly give ***us*** or ***our*** agent notice (in writing if requested~~);~~ by ***us*** or ***our*** agent); and
      ~~(~~2) ~~p~~Promptly notify the police when the act causing the loss is also a violation of law.
   b. The notice to ***us*** must state:
      ~~(~~1) ~~***y***~~***Your*** name, the kind of policy, policy number and the time, place and circumstances of the loss; and
      ~~(~~2) ~~n~~Names and addresses of any potential witnesses.
2. **Protect Property**~~--~~***You*** must take all reasonable steps to protect covered property at and after ~~an insured~~a covered loss to avoid further damage. ***We*** pay for repairs which are reasonable and necessary to protect the property from further damage, provided ***you*** keep an accurate record of such expenses. These payments do not increase the ~~limit~~amount of insurance otherwise applicable to the loss.
3. **Cooperation**~~--~~***You*** must cooperate with ***us*** in performing all acts required by this policy.
4. **Volunteer Payments**-***You*** must not, except at ***your*** own cost, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses.
5. **Proof** ~~***of***~~**Of Loss**~~--~~***You*** must submit to ***us*** a proof of loss (signed and sworn to by ***you*** if requested by ***us*** or ***our*** agent) within 60 days after the loss or accident containing the following information:
   ~~(1) the~~a. The time, place and circumstances of loss;
   ~~(2) *your*~~b. ***Your*** interest and the interests of all others in the property involved, including all mortgages and liens on the covered property;
   ~~(3) other~~c. Other policies of insurance that may cover the loss on the property;
   ~~(4) changes~~d. Changes in title or occupancy of the property during the policy period;
   e. ~~(5) available~~Available plans and specifications of buildings or structures;

© 2016 URB®

~~(6) detailed~~f. Detailed estimates for repair of the damage; and

~~(7) if~~g. If requested, an inventory of damaged ~~personal~~ property showing in detail the quantity, description, cost, actual cash value and amount of loss. ***You*** must attach to the inventory copies of all bills, receipts and related documents that substantiate the inventory.

6. **Additional Duties** ~~-~~ ***You*** must:

   a. ~~if~~If requested, submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or ***your*** claim, including ***your*** books and records. In such event, ***your*** answers must be signed;

   b. ~~e~~Exhibit the damaged property as often as ***we*** reasonably request;

   c. ~~p~~Produce records, including tax returns and bank ~~microfilms~~reproductions of all cancel~~l~~ed checks, relating to value, loss and expenses ~~and permit~~. Permit copies and extracts to be made of them as often as ***we*** reasonably request; and

   d. ~~a~~Assist in enforcing any right of recovery which ***you*** may have against any party causing the loss.

~~I~~

H. POLICY CONDITIONS

In addition to the policy ***terms*** which are contained in other sections of this policy, the following conditions also apply.

1. **Assignment** ~~-~~ -Assignment of this policy is not valid without ***our*** written consent.

2. ~~***Cancellation.***~~

~~a. ***By You*** ***You*** may cancel this policy at any time by giving ***us*** written notice or returning the policy to ***us*** and stating when thereafter the ***cancellation*** is to be effective.~~

~~b. ***By Us*** ***We*** may cancel this policy by written notice delivered to or mailed to ***you*** at the address shown in the policy (and to ***your*** authorized agent or broker if required). Proof of delivery or mailing is sufficient proof of notice.~~

~~This notice must be delivered or mailed the required number of days prior to the effective date of the ***cancellation***. For a description of the number of days of required notice, refer to: (1) ***Nonpayment of premium***, (2) ***New Policy*** or (3) ***All Other Situations***.~~

~~c. ***When We May Cancel*** ***We*** may cancel this policy under the following conditions:~~

~~(1) ***Nonpayment of Premium*** If the premium has not been paid when due, ***we*** may cancel at any time by delivering or mailing to ***you*** the required notice at least fifteen days before cancellation is effective. Payment by ***you*** to the insurer, or to an agent or broker authorized to receive such payment, shall be considered timely if made within fifteen days after the mailing to ***you*** of a notice of cancellation for ***nonpayment of premium***.~~

~~(2) ***New Policy*** If this is a new policy which has been in effect less than sixty days, ***we*** may cancel for any reason by delivering or mailing the required notice to the first named ***insured*** at the mailing address shown in the policy at least twenty days before cancellation is effective. If upon review during this time period ***we*** find that a statutory provision/provisions for cancellation applies/apply, ***we*** may cancel this policy by mailing written notice to the first named ***insured*** at the mailing address shown in the policy at least fifteen days before cancellation is effective.~~

~~(3) ***All Other Situations*** After a ***covered policy*** has been in effect for sixty days, or upon the effective date if such policy is a ***renewal***, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed to the ***insured*** and such cancellation is based on one or more of the following statutory provisions:~~

~~(A) ***Nonpayment of premium***;~~

~~(B) Conviction of a crime arising out of acts increasing the hazard insured against;~~

~~(C) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;~~

~~(D) After issuance of the policy or after the last ***renewal*** date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against and which occurred subsequent to inception of the current policy period;~~

~~(E) Material physical change in the property insured, occurring after issuance or last annual ***renewal*** anniversary date of the policy, which results in the property becoming uninsurable in accordance with the insurer's objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring~~

© 2016 URB®

after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(F) Required pursuant to a determination by the superintendent that continuation of the present premium volume of the insurer would jeopardize that insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public;

(G) A determination by the superintendent that the continuation of the policy would violate or would place the insurer in violation of the law;

(H) Where the insurer has reason to believe, in good faith and with sufficient cause, that there is a probable risk or danger that the ***insured*** will destroy, or permit to be destroyed, the ***insured*** property for the purpose of collecting the insurance proceeds, provided, however, that:

(i) a notice of cancellation on this ground shall inform the ***insured*** in plain language that the ***insured*** must act within ten days if review by the Insurance Department of the ground for ***cancellation*** is desired pursuant to item (iii) of this subparagraph (H); and

(ii) notice of cancellation on this ground shall be provided simultaneously by the insurer to the Insurance Department; and

(iii) upon written request of the ***insured*** made to the department within ten days from the ***insured's*** receipt of notice of cancellation on this ground, the Insurance Department shall undertake a review of the ground for cancellation to determine whether or not the insurer has satisfied the criteria for cancellation specified in this subparagraph; if after such review the department finds no sufficient cause for ***cancellation*** on this ground, the notice of cancellation on this ground shall be deemed null and void.

(I) With respect to professional liability insurance policies. revocation or suspension of the ***insured's*** license to practice his/her profession or, if the ***insured*** is a hospital, it no longer possesses a valid operating certificate under section twenty-eight hundred one-a of the public health law.

d. ***We*** refund the premium for the unexpired policy period on a pro rata basis.

e. ***Refund of Premium*** Payment or tender of unearned premium is not a condition of cancellation. If the unearned premium is not refunded with the cancellation notice, it will be sent to ***you*** within a reasonable time.

f. ***Loss Notice*** The company must advise the first named ***insured*** that he/she is entitled to loss information upon written request.

3. ***Renewal/Nonrenewal.***

3a. ***Nonrenewal We*** may elect not ***to renew*** or continue this policy by delivering or mailing to ***you*** and ***your*** authorized agent or broker written notice of ***our*** intent not ***to renew.***

a. Such notice must:

(1) be given at least sixty but not more than one hundred twenty days in advance of the end of the ***required policy period***.

(2) state ***our*** specific reason(s) for nonrenewal.

(3) be delivered or mailed to ***you*** at the address shown in the policy and to ***your*** authorized agent or broker. Proof of delivery or mailing is sufficient proof of notice.

(4) Loss Notice - The company must advise the first named ***insured*** that he/she is entitled to loss information upon written request.

(5) Requirements for nonrenewal shall not apply if the named ***insured***, or an agent or broker authorized by the named ***insured***, or another insurer of the named ***insured*** has delivered or mailed written notice that the policy has been replaced or is no longer desired.

b. Prior to the expiration date of this policy, in the event that a late nonrenewal notice is provided by the insurer, the coverage under this policy shall remain in effect:

(1) at the same ***terms*** and conditions contained in the expiring policy; and

(2) at the lower of the current rates or the prior period's rates until sixty days after the notice is delivered or mailed unless the ***insured*** elects to cancel sooner.

c. In the event that a timely and substantially complete notice is not provided by the insurer prior to the expiration date of the policy, coverage shall remain in effect:

(1) on the same ***terms*** and conditions of the expiring policy:

(2) for another ***required policy period***; and

(3) at the lower of the current rates or the prior period's rates.

However, if the insurer has established the standards and procedures required by the law relating to notice requirements and the failure to comply with these standards and procedures is a result of

© 2016 URB®

inadvertence or clerical mistake, then the rates applicable to the remainder of the additional ***required policy period*** shall be the insurer's current rates at the ***terms*** and conditions of the expiring policy.

d. The issuance of a late or incomplete nonrenewal notice by the insurer shall not create a new annual aggregate liability limit (if any) for the ***covered policy***, except that the annual aggregate limit of the expiring policy shall he increased in proportion to the policy extension, including any additional ***required policy period*** caused by the late or incomplete notice of nonrenewal.

e. If the insurer provides a timely notice of nonrenewal and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension period.

3b. ***Conditional Renewal We*** may elect ***to renew*** or continue this policy under certain conditions. ***We*** may do so by delivering or mailing to ***you*** and ***your*** authorized agent or broker written notice.

a. This notice must:

(1) be delivered or mailed to ***you*** at least sixty but not more than one hundred twenty days in advance of the end of the ***required policy period***;

(2) contain specific reason(s) for the conditional ***renewal***;

(3) set forth the amount of any premium change if the increase is in excess of 10% unless the increase is due to increased insured values and/or increased coverages or is due to experience rating, retrospective rating or audit;

(4) set forth the nature of any proposed change(s) in the policy such as change(s) in limits, change(s) in type(s) of coverage(s), reduction(s) in coverage(s). increased deductible or the addition of an exclusion or exclusions;

(5) be delivered or mailed to the named ***insured*** at the address listed in the policy and to an authorized agent or broker of the ***insured***. Proof of delivery or mailing is sufficient proof of notice; and

(6) include a statement advising the first named ***insured*** that upon written request the company will provide loss information.

b. Prior to the expiration date of the policy, in the event that an incomplete or late conditional ***renewal*** notice is provided by the insurer, the coverage under this policy shall remain in effect at:

(l) the same ***terms*** and conditions of the expiring policy, and

(2) the lower of the current rates or the prior period's rates until sixty days after the notice is delivered or mailed unless the ***insured*** elects to cancel sooner.

However, if the ***insured*** elects to accept the ***terms***, conditions and rates of the conditional ***renewal*** notice and renews the policy on that basis, then such ***terms***, conditions and rates shall govern the policy upon expiration of such sixty-day period.

c. In the event that a timely and substantially complete conditional ***renewal*** notice is not provided by the insurer prior to the expiration date of the policy, then coverage under the policy:

(l) remains in effect for an additional ***required policy period***;

(2) remains at the same ***terms*** and conditions as the expiring policy; and

(3) the rates for the additional ***policy period*** will be the lower of the current rates or the previous period's rates.

However, if the insurer has established the standards and procedures required by law relating to notice requirements, and the failure to comply with these standards and procedures is a result of inadvertence or clerical mistake, then the rates applicable to the remainder of the additional ***required policy period*** shall be the ***insured's*** current rates at the ***terms*** and conditions of the expiring policy.

d. The issuance of a late or incomplete conditional ***renewal*** notice by the insurer shall not create a new annual aggregate limit (if any) for the ***covered policy***, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extensions including any additional ***required policy period***, caused by the late or incomplete conditional ***renewal*** notice.

However, if the ***insured*** accepts the ***terms*** of a conditional ***renewal*** offer, a new annual aggregate shall become effective as of the inception date of the ***renewal***

3c. ***Alternate Renewal Notice Procedure*** During the period of time the insurer is assessing its option(s) as to whether to nonrenew or conditionally renew a policy, the insurer must notify the ***insured*** and his/her authorized agent or broker.

This notice must contain the following:

(l) The notice must be delivered or mailed at least sixty days prior to the expiration date of the policy;

(2) The notice must be delivered or mailed to the named ***insured*** at the address in the policy and to an authorized agent or broker of the ***insured***;

© 2016 URB®

(3) The notice must advise the ***insured*** that the policy will be either nonrenewed or renewed at different ***terms***, conditions or rates;

(4) The notice must advise the ***insured*** that a ***SECOND NOTICE*** will be sent at a later date;

(5) The notice must advise the ***insured*** that coverage will continue at the same ***terms***, conditions and rates until the later of:

(a) the expiration date, or

(b) 60 days after the ***SECOND NOTICE*** is delivered or mailed.

(6) The ***SECOND NOTICE*** sent to the ***insured*** must advise the ***insured***:

(a) of the specific reason or reasons for ***nonrenewal*** or conditional ***renewal***, and

(b) of the amount of any premium increase if the increase is in excess of 10% and the nature of any other proposed changes.

(7) The ***SECOND NOTICE*** must advise the first named ***insured*** that he/she is entitled to loss information upon written request.

(8) If a substantially complete ***SECOND NOTICE*** is not delivered or mailed until after the expiration date of the policy, the ***insured*** is entitled to coverage under the policy:

(a) for an additional ***required policy period***;

(b) at the same ***terms*** and conditions as the existing policy; and

(c) at the lower of the current rates or the rates of the previous period.

However, if the insurer has established the standards and procedures required by law relating to notice requirements and the failure to comply with these standards and procedures is a result of inadvertence or clerical mistake, then the rates applicable to the remainder of the additional ***required policy period*** shall be the ***insured's*** current rates at the ***terms*** and conditions of the expiring policy.

(9) No notice is necessary if the insurer recieves a written notice from the ***insured***, his/her authorized agent or broker, or another insurer that the policy is no longer desired or has been replaced.

3d. ***Policies Written For A Term Of Less Than One Year*** For policies issued to an ***insured*** for a seasonal purpose or to a policy issued to cover a particular project that will be performed in less than one year, the following provisions apply:

a. During the first sixty days such policy is in effect, no cancellation shall become effective until twenty days after written notice is delivered or mailed to the ***insured*** at the mailing address shown in the policy;

b. After a policy has been in effect for sixty days, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed and such cancellation is based on one or more of the statutory provisions set forth in this form.

c. After a policy has been in effect for sixty days, no premium increase for the term of the policy shall be made to become effective unless due to and commensurate with insured value added, subsequent to issuance pursuant to the policy or at the ***insured's*** request.

4. **Change, Modification *or*Or Waiver *of policy*Of Policy** ***Terms*** A Only ***you*** are authorized to request a waiver or change to any ***terms*** of this policy. A waiver or change of any ***terms*** of this policy must be issued by ***us*** in writinga written endorsement to be valid.

Our request for an appraisal or examination under oath does not waive any of ***our*** rights.

If ***we*** adopt any revision of forms or endorsements during a policy period which would broaden coverage under this policy without additional premium, the broadened coverage will automatically apply to this policy. If this policy is issued on a continuous basis (with no specified expiration date),, ***we*** may substitute or add, upon any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with ***our*** manual rules in effect at the time.

53. **Conformity *w*With Statute** ***Terms*** of this policy, in conflict with the statutes of the state where the ***insured premises*** described in the Declarations are located, are amended to conform to such statutes.

64. **Misrepresentation, Concealment *or*Or Fraud** This entire The coverage contained in this policy is void if, whether before or after a loss:

a. An ***insured*** has willfully concealed or misrepresented:

(1) aAny material fact or circumstance concerning this insurance; or

(2) anAn ***insured's*** interest herein.; or

b. There has been fraud or false swearing by an ***insured*** regarding any matter relating to this insurance or the subject thereof.

c. The notice provisions of Section 3426 of the Insurance Law shall apply to this condition.

7However, no misrepresentation will be considered to be material unless ***our*** knowledge of the facts misrepresented would have caused ***us*** to refuse to issue the policy.

© 2016 URB®

5. **Inspection** -- ***We*** are permitted but not obligated to inspect ***your*** property and operations. ***Our*** inspection or any resulting advice or report does not warrant that ***your*** property or operations are safe or healthful or are in compliance with any law, rule or regulation.

~~8~~6. **Policy Premium** -- If this policy is issued without a specified expiration date, it may be continued by payment of the required premium for the next annual period. The premium must be paid to ***us*** on or before each anniversary date. The policy expires on any anniversary date that the premium has not been received by ***us***. Premium is subject to adjustment on the basis of the rates in effect at each anniversary date.

7. **Premium Due After Policy Expiration** - If the final premium for coverage under this policy is determined at or after the expiration of the policy, any additional premium payable to ***us*** is due on the date shown on ***our*** invoice.

8. **Recoveries** - ~~9. ***Recoveries*** -~~ If ***we*** pay an ***insured*** for loss under this policy, and lost or damaged property is recovered or payment is made by those responsible for the loss, the following provisions apply:

a. The ***insured*** must notify ***us*** or ***we*** will notify the ***insured*** promptly if either recovers property or receives payment.

b. Any proper expenses incurred by either party in making the recovery are reimbursed first.

c. The ***insured*** may keep recovered property by refunding to ***us*** the amount of the claim paid or any lesser amount to which ***we*** agree.

d. If the claim paid is less than the agreed loss due to a deductible, special ~~limit~~amount of ~~liability~~insurance or other limiting ***terms*** of the policy, any recovery will be ~~pro-rated~~prorated between the ***insured*** and ***us*** based on ***our*** respective interests in the loss.

~~10~~9. **Subrogation** -

a. ~~If ***we*** make a~~Any payment ***we*** make to any person or organization under this policy~~, ***we*** may require~~ that ~~the ***insured*** assign~~has a right to recover from another, transfers those rights to ***us*** ~~his or her right of recovery against any person for the loss~~ to the extent of ~~the~~***our*** payment. The ***insured*** must do everything necessary to ~~make this assignment and~~ secure ***our*** rights~~.~~ and must do nothing ~~b. ***We*** are not liable for any loss if an ***insured*** does anything~~ after the loss ~~occurs~~ to impair ~~***our*** right to recover.~~ them.

b. ***You*** may waive ***your*** right of recovery in writing before a loss occurs without voiding the coverage.

c. If ***we*** pay a loss to or on behalf of an ***insured*** and the ***insured*** recovers damages from another person for the same loss, the ***insured*** ~~shall~~will hold the amount recovered in trust for ***us*** and ~~shall~~will reimburse ***us*** as provided under Recoveries.

~~11~~10. **Suit Against *Us*** -- No suit to recover for any property claim may be brought against ***us*** unless:

a. ~~t~~The ***terms*** of this policy have been fully complied with; and~~,~~

b. ~~t~~The suit is commenced within ~~2~~two years after the ~~loss. If any law~~inception of the ~~state where the premises described in the Declarations are located makes this limitation invalid, then ***suit*** must begin within the shortest period permitted by the law~~loss which means the date on which the accidental direct physical loss or damage occurs.

~~12~~11. **Abandonment ~~of~~Of Property** -- ***We*** may take the property or any part of it at the agreed or appraised value, but an ***insured*** may not abandon the covered property to ***us*** unless ***we*** specifically agree.

12. ~~1~~

~~3.~~

Appraisal -- If ***you*** and ***we*** do not agree on the ~~cost to repair or replace,~~ actual cash value ~~of~~ or replacement cost, the extent of the loss or damage, or the amount of ~~loss to covered property when~~ the loss ~~occurs,~~ or damage; then either party may ~~demand that these amounts be determined by appraisal.~~

~~If either makes a~~make written demand for an appraisal~~, each~~ of the loss. Each party will select a competent, ~~independent~~unbiased appraiser and notify the other party of the ~~appraiser's identity~~appraiser chosen within 20 days of receipt of the written demand.

If either party fails to proceed with such appraisal after a written demand is made by ***you*** or ***us***, then either party has the right to apply to a court of competent jurisdiction for an order to be issued that directs the party who failed to proceed with the appraisal to comply with the demand for the appraisal of the loss. When this event occurs, each party will select a competent, unbiased appraiser and notify the other party

© 2016 URB®

of the appraiser chosen within 20 days of the order.

The two appraisers will ~~then~~ select a competent, ~~impartial~~unbiased umpire. If the two appraisers are unable to agree upon an umpire within 15 days, ~~***you*** or ***we*** can~~either appraiser may ask a judge of a court of ~~record in the state where the property is located~~competent jurisdiction to select an umpire.

~~The~~ The two appraisers will ~~then determine the amount of the damage stating~~ each state separately~~, in detail: the cost to repair or replace,~~ the actual cash value ~~of, and amount of loss to each building item and item of personal property. If the appraisers submit a written report of any agreement to ***us***, the amount agreed upon will be the amount of damage or value.~~or replacement cost, the extent of the loss or damage, and the amount of the loss or damage. If the appraisers fail to agree ~~within a reasonable time~~, they will submit ~~only~~ their differences to the umpire. ~~Written agreement so itemized and signed~~ A decision agreed to by any two ~~of these three sets the cost to repair or replace, actual cash value of and amount of loss to each item. Each appraiser~~ will be ~~paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by ***you*** and ***us***.~~binding on all parties to the contract.

Each party will pay its selected appraiser and will incur the other expenses of the appraisal and umpire equally.

An appraisal cannot determine whether the policy actually provides coverage for any portion of the claimed loss or damage. As such, ***we*** reserve ***our*** right to deny any claim that has been subject to appraisal.

~~13.~~ 14. **No Benefit ~~to~~To Bailee** ~~-~~Insurance under this policy ~~shall~~will not directly or indirectly benefit any ~~hired~~ carrier or anyone else who ~~is paid for assuming~~assumes custody of covered property.

~~15.~~ 14. **Secured Party Coverage** ~~-~~Applies ~~O~~only to ~~C~~coverage on ~~***Business*** Property~~***business*** property.

~~(~~This entire clause is void unless the name of a secured party is inserted in the Declarations ~~or the Supplemental Declarations~~. This clause applies only to the interest of a secured party and does not affect the ***insured's*** rights or duties under the policy~~).~~.

If a secured party is named in this policy, any loss payable on property subject to the security interest ~~shall~~will be payable to the secured party and ***you*** as interests may appear. If there is more than one security interest in the same property, the order of payment ~~shall~~will be the same as their order of priority.

If ***we*** deny ***your*** claim, that denial ~~shall~~will not apply to a valid claim of a secured party if such party has:

a. ~~n~~Notified ***us*** of any change in ownership, occupancy or substantial change in risk of which the secured party became aware;
b. ~~p~~Paid any premium due under the policy on demand if ***you*** have not made such payment; and
c. ~~s~~Submitted a signed, sworn proof of loss within 60 days if an ***insured*** has failed to do so.

~~Policy conditions relating to~~The Appraisal~~,~~ and ***Suit*** Against ***Us*** ~~and~~ conditions, and the How Much ***We*** Pay For Loss ~~Payment~~Or Claim provision apply to the secured party. If the policy is canceled by ***us***, the secured party ~~shall~~will be notified at least ~~15~~10 days before the date cancellation takes effect. If ***we*** pay the secured party for any loss for which ***we*** have denied payment to ***you***:

a. ~~***we***~~***We*** are subrogated to all the rights of the secured party granted under the security agreement; or
b. ~~at~~At ***our*** option ***we*** may pay the secured party the remaining amount due on the security agreement plus interest and receive a full assignment of the security agreement and any ***securities*** held as collateral for the agreement.

However, the secured party~~'~~'s interest is not covered for conversion, embezzlement or secretion by an ***insured*** in possession of the encumbered property, unless specifically insured against and premium paid for such.

~~16~~15. **Mortgage Clause** ~~Applies~~This provision applies only to ~~C~~coverage on ~~B~~buildings.

~~(~~This entire clause is void unless the name of the mortgagee ~~(~~, otherwise known as the mortgage holder~~), or~~, which also includes a trustee under a trust deed, is inserted in the Declarations. This clause applies only to the mortgagee ~~(~~or trustee~~),~~ and does not affect ***your*** rights or duties under this policy~~).~~.

a. ***We*** will pay for loss or damage to buildings to each mortgagee shown ~~on~~in the Declarations and to ***you*** as interests may appear. If more than one mortgagee is named in the Declarations, they ~~shall~~will be paid in order of priority.
b. The mortgagee is entitled to receive loss payment even if the mortgagee has started foreclosure or

© 2016 URB®

other similar proceedings on the building or structure.

c. The insurance for the mortgagee continues in effect even when ***your*** ~~insurance may be void~~coverage has been denied because of ***your*** acts, neglect or failure to comply with policy ***terms*** provided that the mortgagee:

(1) Pays any premium due under this policy at ***our*** request insofar as ***you*** have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from ***us*** of ***your*** failure to do so; and

(3) Notifies ***us*** of any change in ownership, occupancy or substantial change in risk known to the mortgagee.

If all of these conditions are met, then the ***terms*** of this policy will apply directly to the mortgagee.

d. If ***we*** pay the mortgagee for a loss where ***your*** ~~insurance may be void~~coverage has been denied as a result of ***your*** acts, neglect or failure to comply with policy ***terms*** then:

(1) The mortgagee~~'~~'s rights under the mortgage will be transferred to ***us*** to the extent of the amount ***we*** pay; and

(2) The mortgagee~~'~~'s right to recover the remainder of the mortgage debt from ***you*** will not be impaired. At ***our*** option, ***we*** may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee~~'~~'s interest and any instruments given as security for the mortgage debt.

e. If ***we*** cancel this policy, ***we*** will give written notice to the mortgagee at least:

(1) 10 days before the effective date of cancellation if ***we*** cancel for nonpayment of premium; or ~~other statutory reasons; or~~

(2) 30 days before the effective date of cancellation if ***we*** cancel for any other reason.

f. If ***you*** cancel this policy, ***we*** will give written notice to the mortgagee and as it relates to the interest of the mortgagee only, and cancellation will become effective on the later date of the following:

1) The effective date when ***you*** cancel the coverage; or

2) 10 days after ***we*** provide notice to the mortgagee.

g. If ***we*** do not renew this policy, ***we*** will give written notice to the mortgagee at least 10 days before the expiration of this policy.

h. If ***you*** do not renew this policy, ***we*** will give written notice to the mortgagee as it relates to the interest of the mortgage only, and nonrenewal will become effective on the later date of the following:

1) The expiration date of the policy; or

2) 10 days after ***we*** provide notice to the mortgagee.

16. **Written Estimate**-When ***you*** have a claim of damage to real property pending, ***we*** will at ***your*** request, furnish ***you*** or ***your*** representative designated in writing, a copy of any written estimate of the cost of damages to ***your*** real property that ***we*** prepared or had prepared on ***our*** behalf. ***We*** will respond within 30 days after the request or preparation, whichever is later, and ***we*** will show all real property deductions under consideration in the estimate. ***We*** are not required to provide an estimate unless ***we*** prepared one or had one prepared for ***us***.

© 2016 URB®