BELLA CAPRI CONDOMINIUM ASSOCIATION INC 24701 US HIGHWAY 19 N SUITE 102 CLEARWATER, FL 33763-4086



Underwritten by: First Protective Insurance Company PO Box 958405 Lake Mary, FL 32795

DECLARATIONS PAGE

TRANSACTION TYPE: Policy Change COMMERCIAL PROPERTY POLICY TRANSACTION DATE: 05/11/2025 DATE PRINTED: 05/06/2025

POLICY NUMBER	POLICY PERIOD		
1038992442	Effective: Expiration: 05/11/2025 05/11/2026		
	12:01 AM St	andard Time	

Reason Amended: Amend Coverage - Update Values

Prorated Change in Premium: \$5,241.85

IF YOU HAVE QUESTIONS ABOUT YOUR POLICY, PLEASE CONTACT YOUR AGENT AT 727-521-4253.

TO REPORT A CLAIM, CALL 1-800-675-0145.

NAMED INSURED & MAILING ADDRESS:	AGENT:	523-24-21294
BELLA CAPRI CONDOMINIUM ASSOCIATION INC	NORTHEAST UNDERWRITERS, INC - CL	
24701 US HIGHWAY 19 N SUITE 102	4790 1ST ST N	
CLEARWATER, FL 33763-4086	SAINT PETERSBURG, FL 33703-3000	
	PHONE: 727-521-4253	

PREMIUM INFORMATION:	
COMMERCIAL PROPERTY:	
COMMERCIAL PROPERTY PREMIUM:	\$61,874.00
TRIA:	
TAXES AND FEES:	
FIRE MARSHALL REGULATORY ASSESSMENT TAX:	\$62.00
EMERGENCY MANAGEMENT PREPAREDNESS FEE:	\$4.00
FLORIDA INSURANCE GUARANTY ASSOCIATION (FIGA) ASSESSMENT:	\$618.74
POLICY FEE:	\$25.00
TOTAL PREMIUM, TAXES AND FEES:	\$62,583.74
HURRICANE PREMIUM:	\$32,824.00
TOTAL INSURED VALUE:	\$14,803,592.00

DESCRIP	DESCRIPTION OF LOCATIONS(S):			
LOC NO	BLDG NO	BUILDING ADDRESS	OCCUPANCY	
1	1	604 GULF BLVD, INDIAN ROCKS BEACH, FL 33785	0332 CONDO-RES W/O MERC-11-30 UNITS	

POLICY LEVEL COVERAGES:	
COVERED CAUSE OF LOSS:	SPECIAL
COVERAGE	LIMIT OF INSURANCE
TERRORISM (TRIA)	Excluded

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DECLARATIONS PAGE

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	PHONE: 727-521-4253	

POLICY LEVEL COVERAGES:				
COVERED CAUSE OF LOSS:	SPECIAL			
COVERAGE	LIMIT OF INSURANCE			
PROPERTY EXTENSION PLUS (BROADENING DELUXE	ENDORSEMENT) - See Schedule			

INSURANCE AT THE DESCRIBED LOCATIONS APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS **SHOWN**

COVERAGES PROVIDED:

AGREED V	ALUE EXPIR	RATION DATE:	N/A		
LOC NO	BLDG NO	COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE
1	1	BUILDING COVERAGE	\$14,370,692	Replacement Cost	80%
1	1	BUSINESS PERSONAL PROPERTY - CONTENTS	\$50,000	Replacement Cost	80%

DEDUCT	IBLES:					
LOC NO	BLDG NO	BUILDING ADDRESS	AOP PER OCCURENCE	HURRICANE CALENDAR YEAR/ PER OCCURRENCE	OTHER WIND PER OCCURRENCE	SINKHOLE PER OCCURRENCE
1	1	604 GULF BLVD, INDIAN ROCKS BEACH, FL 33785	\$5,000	5% Calendar Year	\$5,000	

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DECLARATIONS PAGE

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	12:01 AM St	andard Time	

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	PHONE: 727-521-4253	

APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW							
OPTIONAL COVERAGES:							
LOC NO	BLDG NO	COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE		
1	1	SPECIAL CLASS ITEM 1 (1 SWIMMING POOL - POOL)	\$141,698	Replacement Cost	80%		
1	1	SPECIAL CLASS ITEM 2 (1 SWIMMING POOL - POOL DECK)	\$114,845	Replacement Cost	80%		
1	1	SPECIAL CLASS ITEM 3 (1 SPA/JACUZZI - SPA)	\$20,900	Replacement Cost	80%		
1	1	SPECIAL CLASS ITEM 4 (1 GATE - ENTRY/EXIT GATE)	\$12,294	Replacement Cost	80%		
1	1	SPECIAL CLASS ITEM 5 (1 FENCE - PERIMETER FENCE)	\$81,960	Replacement Cost	80%		
1	1	SPECIAL CLASS ITEM 6 (1 POOL PUMP AND EQUIPMENT - POOL HEATER)	\$6,285	Replacement Cost	80%		
1	1	SPECIAL CLASS ITEM 7 (1 POOL PUMP AND EQUIPMENT - SPA HEATER)	\$4,918	Replacement Cost	80%		

ORDINANCE OR LAW COVERAGE:						
LOC NO) BLDG NO	COV A LIMIT OF INSUR	COV B LIMIT OF INSUR	COV C LIMIT OF INSUR	COV B AND C COMBINED LIMIT OF INSUR	COV A, B & C COMBINED LIMIT OF INSUR
1	1	\$14,370,692			\$359,267	

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Underwritten by: First Protective Insurance Company PO Box 958405 Lake Mary, FL 32795

DECLARATIONS PAGE

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POLICY NUMBER	POLICY PERIOD		
1038992442	Effective: 05/11/2025	Expiration: 05/11/2026	
1030332112		andard Time	

IF YOU HAVE QUESTIONS ABOUT YOUR POLICY, PLEASE CONTACT YOUR AGENT AT 727-521-4253.

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NAMED INSURED & MAILING ADDRESS:	AGENT:	523-24-21294
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CLEARWATER, FL 33763-4086	SAINT PETERSBURG, FL 33703-3000	
	PHONE: 727-521-4253	

PROTECTIVE S	AFEGUARDS:						
LOC NO	BLDG NO	AUTOMATIC SPRINKLER P-1	AUTOMATIC ALARM P-2	SECURITY SERVICE P-3	FIRE DEPT. SRVC CONTRACT P-4	COOK EXH & EXTING SYS P-5	OTHER P-9
1	1	Yes	Yes	No	No		None

PROPERTY ENHANCEMENT ENDORSEMENT:	DELUXE
COVERAGE DESCRIPTION	LIMIT OF INSURANCE
ELECTRONIC DATA	\$100,000
NEWLY ACQUIRED PROPERTY (IN DAYS)	90
DEBRIS REMOVAL	\$50,000
FIRE DEPARTMENT SERVICE CHARGE	\$100,000
POLLUTANT CLEANUP AND REMOVAL	\$150,000
PERSONAL EFFECTS - SUBLIMIT PER PERSON	\$5,000
PERSONAL EFFECTS - SUBLIMIT PER DESCRIBED PREMISES	\$25,000
PROPERTY OF OTHERS	\$25,000
VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)	\$500,000
PROPERTY OFF-PREMISES (INCLUDING WHILE IN TRANSIT)	\$25,000
OUTDOOR PROPERTY - EXCEPT TREES, SHRUBS, LAWNS OR PLANTS	\$10,000
OUTDOOR PROPERTY - EXCEPT ANY ONE TREE, SHRUB OR PLANT	\$5,000
OUTDOOR PROPERTY	\$100,000
ACCOUNTS RECEIVABLE	\$500,000
BROADENED PREMISES (IN FT)	1,000
BACK-UP OF SEWERS OR DRAINS	\$150,000

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DECLARATIONS PAGE

TRANSACTION TYPE: Policy Change COMMERCIAL PROPERTY POLICY TRANSACTION DATE: 05/11/2025 DATE PRINTED: 05/06/2025

POLICY NUMBER	POLICY PERIOD		
4000000440	Effective:	Expiration:	
1038992442	05/11/2025	05/11/2026	
	12:01 AM Standard Time		

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TO REPORT A CLAIM, CALL 1-800-675-0145.

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CLEARWATER, FL 33763-4086	SAINT PETERSBURG, FL 33703-3000	
	PHONE: 727-521-4253	

PROPERTY ENHANCEMENT ENDORSEMENT:	DELUXE
COVERAGE DESCRIPTION	LIMIT OF INSURANCE
COMPUTER EQUIPMENT	\$25,000
LAPTOP/PORTABLE COMPUTERS	\$5,000
FIRE EXTINGUISHER RECHARGE	\$10,000
OUTDOOR SIGNS	\$20,000
"FUNGUS", WET ROT, DRY ROT AND BACTERIA	\$50,000
LOCK REPLACEMENT	\$7,500
REWARD REIMBURSEMENT	\$25,000
PROPERTY IN TRANSIT	\$100,000
INVENTORY AND APPRAISALS OF LOSS	\$2,500
OFF PREMISES POWER FAILURE (SUBJECT TO A 24 HOUR DEDUCTIBLE)	\$50,000
WIND DRIVEN PRECIPITATION	\$250,000
MONEY AND SECURITIES INSIDE THE PREMISES	\$10,000
MONEY AND SECURITIES OUTSIDE THE PREMISES	\$10,000
CONSEQUENTIAL LOSS	\$10,000

FORMS/ ENDORSEMENTS APPLICABLE:				
FORM NUMBER	EDITION DATE	FORM NAME		
FPIC FL DEC	09 23	DECLARATIONS PAGE		
FPIC TOC CA	09 23	TABLE OF CONTENTS - CONDOMINIUM ASSOCIATION		
FPIC NOCPT	03 24	NOTICE OF CHANGE IN POLICY TERMS		
FPIC NOCPT	05 24	NOTICE OF CHANGE IN POLICY TERMS		

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Underwritten by: First Protective Insurance Company PO Box 958405 Lake Mary, FL 32795

DECLARATIONS PAGE

COMMERCIAL PROPERTY POLICY TRANSACTION DATE: 05/11/2025 DATE PRINTED: 05/06/2025

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FORMS/ ENDORSEMENTS APPLICABLE:							
FORM NUMBER	EDITION DATE	FORM NAME					
FPIC NOCPT	02 24	NOTICE OF CHANGE IN POLICY TERMS					
FPIC NOCPT	07 24	NOTICE OF CHANGE IN POLICY TERMS					
IL P 001	01 04	OFAC ADVISORY NOTICE					
CP 00 17	06 07	CONDOMINIUM ASSOCIATION COVERAGE FORM					
CP 10 30	03 24	CAUSES OF LOSS - SPECIAL FORM					
FPIC CPC	07 23	COMMON POLICY CONDITIONS CANCELLATION AND NONRENEWAL					
CP 01 40	07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA					
CP 01 91	07 10	FLORIDA CHANGES - RESIDENTIAL CONDOMINIUM ASSOCIATIONS					
CP 03 22	01 06	FLORIDA - MULTIPLE DEDUCTIBLE FORM (FIXED DOLLAR DEDUCTIBLES)					
CP 03 23	07 23	FLORIDA CALENDAR YEAR HURRICANE PERCENTAGE DEDUCTIBLE (RESIDENTIAL RISKS)					
CP 12 09	09 95	WINDSTORM PROTECTIVE DEVICES					
CP 12 70	09 96	JOINT OR DISPUTED LOSS AGREEMENT					
CP 14 10	06 95	ADDITIONAL COVERED PROPERTY					
FPIC ADPR	04 23	ADDITIONAL PROPERTY NOT COVERED					
FPIC CGCC	03 23	CATASTROPHIC GROUND COVER COLLAPSE					
FPIC CPPC	03 23	FLORIDA - CLAIM PAYMENT PROVISION - CONDOMINIUM					
FPIC EDEE	03 23	EXISTING DAMAGE EXCLUSION ENDORSEMENT					
FPIC FC	05 24	FLORIDA CHANGES					
FPIC FC APR	01 24	FLORIDA CHANGES - APPRAISAL (COMMERCIAL RESIDENTIAL PROPERTY)					
FPIC ORDLAW	03 23	ORDINANCE OR LAW COVERAGE					
FPIC PE	03 23	PROPERTY ENHANCEMENT ENDORSEMENT - DELUXE					

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DECLARATIONS PAGE

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1038992442	Effective: 05/11/2025	Expiration: 05/11/2026		
1030332112	12:01 AM Standard Time			

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CLEARWATER, FL 33763-4086	SAINT PETERSBURG, FL 33703-3000	
	PHONE: 727-521-4253	

FORMS/ ENDORSEMENTS APPLICABLE:						
FORM NUMBER	EDITION DATE	FORM NAME				
FPIC REM	07 24	ADDITIONAL COVERAGE - REASONABLE EMERGENCY MEASURES ENDORSEMENT				
FPIC SOLC	03 23	ORDINANCE OR LAW COVERAGE SCHEDULE				
IL 01 75	03 24	FLORIDA CHANGES - LEGAL ACTION AGAINST US				
IL 04 15	04 98	PROTECTIVE SAFEGUARDS				
IL 09 35	07 02	EXCLUSION OF CERTAIN COMPUTER - RELATED LOSSES				
IL 09 53	01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM				
FPIC TRIAOPT	07 23	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE				

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DECLARATIONS PAGE

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	PHONE: 727-521-4253	

NOTICES:

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES. WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVERAGE COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE, OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

A Rate Adjustment of 0.0% is included to reflect the Building Code Endorsement Grade (BCEG) in your area. Adjustments range from 1.2% Surcharge to 12.4% Credit.

A Rate Adjustment of 83.0% credit is included to reflect the Windstorm Mitigation Device Credit. This credit applies only to the wind portion of your premium. Adjustments range from 12.0% to 92.0%.

Premium change due to coverage change: \$5,241.85

COUNTERSIGNED BY:

DATE SIGNED: 05/06/2025

Frontline Website: www.frontlineinsurance.com

FPIC FL DEC 09 23 Page 8 of 8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM STANDARD PROPERTY POLICY

SCHEDULE*

Bldg. No./ Prem. No.	Cov. A	Cov. B Limit Of Insur.	Cov. C Limit Of Insur.	Cov. B & C Combined Limit Of Insur.		Cov. A, B & C Combined Limit Of Insur.
/		\$	\$	\$	*	\$ **
/		\$	\$	\$	*	\$ **
/		\$	\$	\$	*	\$ **

*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

Do **not enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages **B** and **C**, or if one of these Coverages is not applicable.

A. Each Coverage – Coverage **A**, Coverage **B** and Coverage **C** – is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

- 1. The ordinance or law:
 - **a.** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - b. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- 2. a. The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - **b.** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - **c.** But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
- **3.** In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A, B,** and/or **C** of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section H. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages A, B and/or **C** of this endorsement.

- **C.** We will not pay under Coverage **A**, **B** or **C** of this endorsement for:
 - 1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - 2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

D. Coverage

1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage A does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

3. Coverage C - Increased Cost of Construction Coverage

- a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
 - (1) Repair or reconstruct damaged portions of that building; and/or
 - (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

- b. When a building is damaged or destroyed and Coverage C applies to that building in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:
 - (1) The cost of excavations, grading, back-filling and filling;
 - (2) Foundation of the building;
 - (3) Pilings; and
 - (4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, 3.b.

E. Loss Payment

1. All following loss payment Provisions, E.2. through E.6., are subject to the apportionment procedures set forth in Section B.3. of this endorsement.

- 2. When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - **a.** If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you would 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
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
 - **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 than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- 3. Unless Paragraph E.5 or E.6. applies, loss payment under Coverage B Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
- **b.** The applicable Limit of Insurance shown for Coverage **B** in the Schedule above.
- **4.** Unless Paragraph **E.5. or E.6.** applies, loss payment under Coverage **C** Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage C:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) 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.
 - **b.** 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:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit of Insurance shown for Coverage C in the Schedule above.
 - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit of Insurance shown for Coverage C in the Schedule above.
- 5. If a Combined Limit of Insurance is shown for Coverages B and C in the Schedule above, Paragraphs E.3., E.4. and E.6. of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages **B** and **C** in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- **a.** For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- **b.** With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (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.
 - (2) 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 for the increased cost of construction is the increased cost of construction at the same premises.

- (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- **6.** If a **Combined** Limit of Insurance is shown for Coverages **A**, **B** and **C** in the Schedule above, Paragraphs **E.3.**, **E.4.** and **E.5.** of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for the Undamaged Portion of the Building, Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages **A**, **B** and **C** in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- **a.** For loss to the Undamaged Portion of the Building, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
- **b.** For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- c. With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (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.
 - (2) 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 for the increased cost of construction is the increased cost of construction at the same premises.
 - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased costs of construction at the new premises.
- **F.** The terms of this endorsement apply separately to each building to which this endorsement applies; unless the Combined **A**, **B** and **C** option is chosen at which point the Limit of Insurance still shall apply per occurrence with respect to all buildings combined, and such limit shall be in addition to the scheduled limit of insurance the declarations page on the policy.
- G. Under this endorsement we will not pay for loss due to any ordinance or law that:
 - 1. You were required to comply with before the loss, even if the building was undamaged; and
 - 2. You failed to comply with.
- **H.** Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section **B.3.** of this endorsement.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100.000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage C of this endorsement: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$$30,000 \div $100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

$$$60,000 \times .30 = $18,000$$

In this example, the most we will pay under this endorsement for the Coverage **C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under Coverages A and B of this endorsement.

I. The following definition is added:

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

POLICY NUMBER: 1038992442

ORDINANCE OR LAW COVERAGE SCHEDULE

The following schedule lists the location and coverage limits applicable under **Ordinance Or Law Coverage Endorsement.**

LOC NO	BLDG NO	ADDRESS	COV A LIMIT OF INSURANCE	COV B LIMIT OF INSURANCE	COV C LIMIT OF INSURANCE	COV B & C COMBINED LIMIT OF INSURANCE	COV A, B & C COMBINED LIMIT OF INSURANCE
1	1	604 GULF BLVD	×			\$359,267	

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