

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ACTUAL CASH VALUE LOSS SETTLEMENT WINDSTORM OR HAIL ENDORSEMENT

This endorsement modifies insurance under the following:

Commercial-Residential Policy FWUA CR2  
Dwelling Policy FWUA DP2

#### CONDITIONS

For the premium charged for this policy, Policy Condition #6-Loss SETTLEMENT under the Dwelling Policy, FWUA DP2, is amended to read as follows:

6. **LOSS SETTLEMENT.** Covered property losses are settled as follows:

- a. personal property and structures that are not buildings, at actual cash value at the time of loss, but not exceeding the amount necessary to repair or replace;
- b. buildings under the Dwelling and Mobile Home Coverage A or the Other Structure Coverage B and Condominium Unit Owner building items described as "CONTENTS, ALTERATIONS, APPLIANCES, FIXTURES and IMPROVEMENTS" of a Condominium Unit Owner under Personal Property Coverage C, subject to the following:

- (1) the actual cash value of that part of the building or other structure damaged; or
- (2) that proportion of the cost to repair or replace, with material of like kind or quality, with deduction for depreciation, of that part of the building damaged;

- c. **OUR OPTION.** If we give you written notice within thirty (30) days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

For the premium charged for this policy, Policy Condition #9-Loss SETTLEMENT, under the **Commercial-Residential Policy CR2** is amended to read as follows:

9. **LOSS SETTLEMENT. Covered property losses are settled as follows:**

- a. business personal property and structures that are not buildings, at actual cash value at the time of loss, but not exceeding the amount necessary to repair or replace:

- (1) "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had;

- b. buildings under the Covered Property subject to the following:

- (1) the actual cash value of that part of the building damaged; or

- (2) that proportion of the cost to repair or replace with material of like kind or quality, with deduction for depreciation, of that part of the building damaged; or

- (3) Tenant's Improvements and Betterments at:

- a. actual cash value of the lost or damaged property if you make repairs promptly;

- b. a proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

1. multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
2. divide the amount determined in b. (3) a. above by the number of days from the installation of improvement 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 the procedure.

- (4) "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have paid.

- (5) Nothing if others pay for repairs or replacement.

- c. **OUR OPTION.** If we give you written notice within thirty (30) days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

All other provisions of the policy apply.