

BUILDERS' RISK CHANGES – COMMERCIAL POLICY

Completed Value Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL POLICY

1. The **COVERED PROPERTY** Section of your Commercial Policy is replaced by the following:

COVERED PROPERTY

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by, or resulting from, Windstorm or Hail. If the Windstorm or Hail Insurance under the policy covers on two (2) or more items, the following conditions shall apply to each item separately:

COVERED PROPERTY. Covered Property, as used in this policy, means the following types of property for which a Limit of Insurance is shown in the Declarations:

- A. **Building Under Construction**, meaning the building or structure described in the Declarations while in the course of construction, including:

1. Foundations;
2. If intended to become a permanent part of the building or structure described in the Declarations, the following property located in or on the building or structure or within 100 feet of its premises:
 - a) Fixtures, machinery and equipment used to service the building; and
 - b) Your building materials and supplies used for construction;
3. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

B. COVERAGE EXTENSION

Building Materials and Supplies of Others

1. You may extend the insurance provided by this Policy to apply to building materials and supplies that are:
 - a) Owned by others;
 - b) In your care, custody or control;
 - c) Located in or on the building described in the Declarations, or within 100 feet of its premises; and
 - d) Intended to become a permanent part of the building.
2. The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

This Extension is **not** additional insurance.

2. The **LOSS SETTLEMENT** condition is replaced by the following:

LOSS SETTLEMENT

- A. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 1. Pay the Actual Cash Value of lost or damaged property;
 2. Pay the cost of repairing or replacing the lost or damaged property;
 3. Take all or any part of the property at an agreed or appraised value; or
 4. Repair, rebuild or replace the property with other property of like kind and quality.
 - B. We will not pay you more than your financial interest in the Covered Property.
 - C. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
 - D. There is no allowance for any increased cost of repair or reconstruction for the insured property by reason of any ordinance or law regulating construction or repair and those pursuant to Florida Statutes 161.052 and 161.053, Coastal Zone Protection Act, as presently existing or hereafter amended.
 - E. We will pay nothing if others pay for repairs or replacement.
 - F. We will pay no more than the Limit of Insurance shown on the Declaration Page(s).
3. The following is added to the Conditions Section of your policy.

WHEN COVERAGE CEASES

The insurance for a building or other structure in the course of construction provided by this Policy will end when one of the following first occurs:

- A. This policy expires or is cancelled;
- B. The property is accepted by the purchaser;
- C. Your interest in the property ceases;
- D. You abandon the construction with no intention to complete it;
- E. Unless we specify otherwise in writing;
 1. 90 days after construction is complete; or
 2. When the building or other structure described in the Declaration is:
 - a) Occupied in whole or in part; or
 - b) Put to its intended use.

All other provisions of this policy apply.