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CONDOMINIUM PAC

A Custom Insurance Policy Prepared for:

**FAIRLINGTON ARBOR CONDOMINIUM
C/O CFM MANAGEMENT SERVICES,
5250 CHEROKEE AVE SUITE #100
ALEXANDRIA VA 22312-2063**

Presented by: USI INSURANCE SERVICES



RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
CONDOMINIUM PAC
BUSINESS: CONDOMINIUMS

POLICY NO.: I-680-6242C729-TIL-09
ISSUE DATE: 04-24-09

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

FAIRLINGTON ARBOR CONDOMINIUM
C/O CFM MANAGEMENT SERVICES,
5250 CHEROKEE AVE SUITE #100
ALEXANDRIA VA 22312-2063

2. POLICY PERIOD: From 05-25-09 to 05-25-10 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
01	ALL	CONDOMINIUMS	3610-3632 S. TAYLOR ST(EVEN) & SEE ARLINGTON VA 22206

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	TIL
Commercial Inland Marine Coverage Part	TIL

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	42,119.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

USI INSURANCE SERVICES X0944
P O BOX 1407
MERRIFIELD VA 22116-1407

Authorized Representative

DATE:



BUSINESSOWNERS COVERAGE PART DECLARATIONS

CONDOMINIUM PAC

POLICY NO.: I-680-6242C729-TIL-09

ISSUE DATE: 04-24-09

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

POLICY PERIOD:
From 05-25-09 to 05-25-10 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: CONDOMINIUM

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 5,000 per occurrence.
Building Glass: \$ 250 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:
Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01 BUILDING NO.: ALL

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost Plus	\$ 46,549,306	RCP*	N/A	0.0%
BUSINESS PERSONAL PROPERTY *Replacement Cost	\$ 26,500	RC*	N/A	0.0%
COVERAGES EXTENSIONS:				
Accounts Receivable	\$ 25,000			
Valuable Papers	\$ 25,000			

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

POLICY NUMBER: I-680-6242C729-TIL-09
EFFECTIVE DATE: 05-25-09
ISSUE DATE: 04-24-09

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS.

* IL T0 25 08 01 RENEWAL CERTIFICATE
* MP T0 01 02 05 BUSINESSOWNERS COVERAGE PART DECS
* IL T8 01 01 01 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07 COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T1 36 01 89 BLANKET LIMITS BLDG/BUS PERS PROP
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COV-SPEC FORM
MP T1 03 02 05 AMENDATORY PROVISIONS-CONDOMINIUM
* MP T3 06 02 07 SEWER OR DRAIN BACKUP EXTENSION
MP T3 25 01 08 TERRORISM RISK INS ACT OF 2002 NOTICE
MP T3 50 11 06 EQUIP BREAKDOWN SERV INTERRUPTION LIM
* MP T3 56 02 08 AMENDATORY PROVISIONS-GREEN BLD
* MP T5 05 02 05 REPLACEMENT COST PLUS-VIRGINIA
* MP T8 00 GENERAL PURPOSE ENDORSEMENT
* MP T8 01 GENERAL PURPOSE ENDORSEMENT
* MP T1 35 01 00 ORDINANCE OR LAW COVERAGE
* MP T1 72 08 96 CAUSES OF LOSS-BROAD FORM FLOOD
MP T3 20 02 05 BROADENED WIND COVERAGE
MP T3 23 08 06 FUNGUS,WET ROT,DRY ROT CAUSE OF LOSS CHG
MP T9 70 03 06 POWER PAC ENDORSEMENT
* MP T3 36 02 05 EQUIPMENT BREAKDOWN EXCLUSION
MP T9 54 02 05 EMPLOYEE DISHONESTY EXCL
* CP 14 12 06 95 VIRGINIA CHANGES-ADDITIONAL COVERED PROP

COMMERCIAL GENERAL LIABILITY

CG T0 34 11 03 TABLE OF CONTENTS
CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 37 11 03 EXCLUSION-REAL ESTATE DEV ACTIVITIES
CG D3 09 11 03 AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD
CG 21 70 01 08 CAP ON LOSSES-CERTIFIED ACTS-TERRORISM
* CG D0 37 04 05 OTHER INSURANCE-ADDITIONAL INSUREDS
CG D1 86 11 03 XTEND ENDORSEMENT
CG D2 34 01 05 WEB XTEND - LIABILITY
* MP T4 72 11 03 GARAGEKEEPERS LIABILITY - VIRGINIA
CG D2 43 01 02 FUNGI OR BACTERIA EXCLUSION
CG D2 56 11 03 AMENDMENT OF COVERAGE
CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 01 04 EXCLUSION-UNSOLICITED COMMUNICATIONS
CG D0 76 06 93 EXCLUSION-LEAD
CG D1 42 01 99 EXCLUSION-DISCRIMINATION
CG D2 42 01 02 EXCLUSION WAR

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: I-680-6242C729-TIL-09
EFFECTIVE DATE: 05-25-09
ISSUE DATE: 04-24-09

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG F1 18 11 03 AMEND-POLL EXCL-INCL LTD COV-POLL COSTS
CG T4 78 02 90 EXCLUSION-ASBESTOS
* CG F2 09 02 08 VIRGINIA CHANGES

EMPLOYEE BENEFITS LIABILITY

* CG T0 09 09 93 EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 11 88 EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 07 86 EMPLOYEE BENEFITS LIABILITY COV FORM
CG T5 30 06 89 AMENDMENT-EBL
CG T4 84 11 88 EXCL-COBRA-EBL
CG T4 85 11 88 ADDITIONAL EXCLUSION-EBL
CG T5 21 05 90 EXCL-DMGES UNDER CERTAIN EMPL BEN PROG
CG F4 23 05 06 AMENDATORY ENDORSEMENT - VA EBL

MULTIPLE SUBLINE ENDORSEMENTS

C = COMMERCIAL GENERAL LIABILITY
E = EMPLOYEE BENEFITS LIABILITY
L = LIQUOR LIABILITY

CG T3 33 11 03 LIMIT WHEN TWO OR MORE POLICIES APPLY (C, E, L)

INLAND MARINE

* CM T0 14 11 97 COV PRT DEC PERS PROP OF OTHERS
CM 00 01 09 04 COMMERCIAL INLAND MARINE CONDITIONS
CM T1 10 12 92 PERSONAL PROPERTY OF OTHERS-SPECIAL FORM

INTERLINE ENDORSEMENTS

IL T3 82 08 06 EXCL OF LOSS DUE TO VIRUS OR BACTERIA
* IL T8 02 GENERAL PURPOSE ENDORSEMENT
IL T3 65 05 02 EXCL - NUCLEAR HAZARD,WAR,MILITARY ACT
IL T3 79 01 08 CAPS ON LOSSES FROM CERT ACTS OF TERROR
IL 00 21 11 85 NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 44 06 90 VA CHANGES - POLICY PERIOD
* IL 01 06 09 07 VIRGINIA CHANGES-APPRAISAL
* IL 01 38 05 04 VIRGINIA CHANGES-CANCELLATION
IL 01 48 01 99 VIRGINIA CHANGES
* IL 02 12 09 07 VIRGINIA CHANGES
IL F0 57 02 05 VIRGINIA CHANGES

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

BUSINESSOWNERS



BUSINESSOWNERS

MORTGAGEES:

POLICY NO.: I-680-6242C729-TIL-09

ISSUE DATE: 04-24-09

**PREMISES
LOCATION
NUMBER**

**BUILDING
NUMBER**

**MORTGAGE HOLDER
NAME AND MAILING ADDRESS**

01

ALL

COUNTRYWIDE INC
ISAOA/ATIMA
PO BOX 961206 FTWX-22

FORT WORTH

TX 76161

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEWER OR DRAIN BACK UP EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

SCHEDULE

Limit of Insurance \$ 100,000

The following is added to Paragraph **A. 7. Coverage Extensions**:

Water or Sewage Back Up and Sump Overflow

- (1)** When the Declarations show that you have coverage for Building or Business Personal Property, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump.
- (2)** When the Declarations show that you have coverage for Business Income and Extra Expense,

you may also extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump.

- (3)** Paragraph **B.1.g.(3)** does not apply to this Coverage Extension.
- (4)** The most we will pay under this Coverage Extension in any one occurrence at each described premises is the Limit of Insurance shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY PROVISIONS – GREEN BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGE ENHANCEMENTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

A. DEFINITIONS

As used in this endorsement:

1. **"Green"** means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.
2. **"Green Authority"** means a recognized authority on green building or green products, materials or processes.

B. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. The following **Additional Coverages** are added:
 - a. **Green Building Alternatives – Increased Cost**
 - (1) If direct physical loss or damage by a Covered Cause of Loss occurs to a building that is covered property, we will pay for:
 - (a) The reasonable additional cost you incur to repair or replace the lost or damaged portions of the building using products or materials that:
 - (i) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "Green Authority"; and
 - (ii) Are otherwise of comparable quality and function to the damaged property;

and

- (b) The reasonable additional cost you incur to employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "Green Authority".
- (2) The insurance provided under this Additional Coverage applies only if replacement cost valuation applies to the lost or damaged building and then only if the building is actually repaired or replaced as soon as reasonably possible after the loss or damage.
- (3) The insurance provided under this Additional Coverage does not apply to any building that has been "vacant" for more than 60 consecutive days before the loss or damage occurs.
- (4) The most we will pay for the additional cost incurred with respect to each building in any one occurrence under this Additional Coverage is determined by:
 - (a) Multiplying 5%; times
 - (b) The amount we would otherwise pay for the direct physical loss of or damage to the building, prior to application of any applicable deductible.
- (5) However, the most we will pay for the additional cost incurred in any one occurrence, regardless of the number of buildings involved, is \$25,000.

b. Green Building Reengineering and Recertification Expense

(1) If, as a result of direct physical loss or damage by a Covered Cause of Loss to a building that is Covered Property, the pre-loss level of "green" building certification by a "Green Authority" on the building is lost, we will pay for the following reasonable additional expenses you incur to re-attain the pre-loss level of "green" building certification from that "Green Authority":

(a) The reasonable additional expense you incur to hire a qualified engineer or other professional required by the "Green Authority" to be involved in:

(i) Designing, overseeing or documenting the repair or replacement of the lost or damaged building; or

(ii) Testing and recalibrating the systems and mechanicals of the lost or damaged building to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer;

and

(b) The reasonable registration and recertification fees charged by the "Green Authority".

(2) This Additional Coverage applies to the additional expenses described above that you incur to achieve the pre-loss level of "green" building certification in accordance with the standards of the "Green Authority" that exist at the time of repair or replacement, even if the standards have changed since the original certification was achieved.

(3) The insurance provided under this Additional Coverage does not apply to any building that has been "vacant" for more than 60 consecutive days before the loss or damage occurs.

(4) The most we will pay in any one occurrence under this Additional Coverage for:

(a) All expenses incurred with respect to each building is 5% of the sum of:

(i) The amount we pay for the direct physical loss of or damage to the building, including any amount paid under the Green Building Alternatives – Increased Cost Additional Coverage; and

(ii) The deductible amount applied to the loss payment for direct physical loss or damage to the building;

(b) All expenses incurred, regardless of the number of buildings involved, is \$25,000.

2. The following **Coverage Extensions** are added:

a. Green Building and Business Personal Property Alternatives – Increased Period of Restoration

(1) If:

(a) Direct physical loss or damage by a Covered Cause of Loss occurs to a building at the described premises or Business Personal Property at the described premises to which the Green Business Personal Property Alternatives – Increased Cost Coverage Extension applies; and

(b) The Declarations show that you have coverage for Business Income and Extra Expense;

you may extend that insurance to include the amount of actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur during the increase in the "period of restoration" that is reasonably necessary to:

(i) Repair or replace the lost or damaged portions of the building or Business Personal Property (as described in Green Business Personal

Property Alternatives – Increased Cost Coverage Extension) using products or materials that:

- a) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "Green Authority"; and
- b) Are otherwise of comparable quality and function to the damaged property;

and

- (ii) Employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building or Business Personal Property (as described in Green Business Personal Property Alternatives – Increased Cost Coverage Extension), in accordance with the documented standards of a "Green Authority";

subject to a maximum of 30 additional days from the date the "period of restoration" would otherwise have ended.

- (2) This Coverage Extension is included in, and does not increase, the amount of coverage available based on the applicable Business Income and Extra Expense provision shown in the Declarations.

b. Green Business Personal Property Alternatives – Increased Cost

(1) If:

- (a) The Declarations show that you have coverage for Business Personal Property; and
- (b) Direct physical loss or damage by a Covered Cause of Loss occurs to covered Business Personal Property at the described premises; and

- (c) Such loss or damage requires replacement of such property, or with respect to improvements and betterments, requires repair or replacement;

you may extend that insurance to apply to the reasonable additional cost you incur to replace the lost or damaged Business Personal Property, or with respect to improvements and betterments, to repair or replace the lost or damaged portions of such improvements and betterments, using products or materials that:

- (i) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "Green Authority"; and
- (ii) Are otherwise of comparable quality and function to the damaged property.

- (2) With respect to improvements and betterments you may also extend that insurance to apply to the reasonable additional cost you incur to employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "Green Authority".

- (3) The insurance provided under this Coverage Extension applies only if replacement cost valuation applies to the lost or damaged property and then only if the property is actually repaired or replaced as soon as reasonably possible after the loss or damage.

- (4) This Coverage Extension does not apply to "stock" or property of others that is in your care, custody or control.

- (5) The insurance provided under this Coverage Extension does not apply to Business Personal Property at any building that has been "vacant" for more than 60 consecutive days before the loss or damage occurs.

- (6) The most we will pay in any one occurrence under this Coverage Extension for the increased cost incurred with respect to the damaged property to which this Coverage Extension applies is determined by:
- (a) Multiplying 5%; times
 - (b) The amount we would otherwise pay for the direct physical loss of or damage to the business personal property, prior to application of any applicable deductible.
- (7) However, the most we will pay for the additional cost incurred in any one occurrence, regardless of the number of described premises involved, is \$25,000.
3. The following provision is added to the Loss Payment Loss Condition in Section E.4. :
Except as specifically provided under the:
- a. Green Building Alternatives – Increased Cost Additional Coverage; and
 - b. Green Building Reengineering and Recertification Expense Additional Coverage; and
 - c. Green Business Personal Property Alternatives – Increased Cost Coverage Extension;
- the cost to repair, rebuild or replace does not include any increased cost incurred to re-
- attain a pre-loss level of "green" building certification from a "Green Authority".
4. This endorsement does not apply to property covered under the Newly Acquired or Constructed Property Additional Coverage.
5. With respect to the Additional Coverages and Coverage Extensions of this endorsement we will not pay for any Business Income or Extra Expense loss caused by or resulting from obtaining "green" building certification from a "Green Authority". However, this does not apply to any increase in the "period of restoration" required to re-attain a pre-loss level of "green" building certification from a "Green Authority" as otherwise covered under the Green Building and Business Personal Property Alternatives – Increased Period of Restoration Coverage Extension.
6. Under the **DEFINITIONS** in **Section G.** the following is added to the definition of "period of restoration":
- "Period of restoration" does not include any increased period required to re-attain a pre-loss level of "green" building certification from a "Green Authority". But this does not apply to any increase in the "period of restoration" otherwise covered under the Green Building and Business Personal Property Alternatives – Increased Period of Restoration Coverage Extension.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT COST PLUS-VIRGINIA

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

A. SCHEDULE

**Premises
Location
Number**

**Building
Number**

ALL

ALL

B. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. For the described premises shown in the schedule above, Paragraph **E.4.e.(1)** is replaced by the following, but only with respect to building valuation:

(1) At Replacement Cost (without deduction for depreciation).

(a) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 6 months after the loss or damage.

(b) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(c) We will not pay more for loss or damage on a replacement cost basis than the least of Paragraphs **(i)**, **(ii)** or **(iii)** subject to Paragraph **(d)** below:

(i) The cost to replace, on the same premises, the lost or damaged property with other property:

a) Of comparable design, material and quality; and

b) Used for the same purpose;

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(iii) Up to 125% of the Limit of Insurance shown in the Declarations for Building at the described premises.

If a building is rebuilt at a new premises, the cost described in Paragraph **(i)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

(d) The cost of repair or replacement does not include the increased cost

BUSINESSOWNERS

attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

(e) Paragraph **F.10.** does not apply to buildings at the described premises shown in the schedule above.

2. The following condition is added with respect to this endorsement:

REPORTING PROVISIONS

You agree to report to us, within 90 days of the start of construction or acquisition, the full replacement cost of:

- a. Additions to or alterations of the above buildings;
- b. Personal property owned by you to maintain or service the above building or premises; and
- c. Permanently attached fixtures, machinery and equipment.

If you do not do so and the total replacement cost of such unreported items is more than \$10,000, any loss occurring thereafter will be adjusted with a penalty equal to the percentage that the total replacement cost of the unreported items bears to the total replacement cost of the building at the time of loss.

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: I-680-6242C72-9-TIL-09

CONDOMINIUM PAC

ISSUE DATE: 04/24/09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERIOR DAMAGE TO BUILDINGS, STRUCTURES AND PERSONAL PROPERTY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: CAUSES OF LOSS-SPECIAL FORM

A. THE CAUSES OF LOSS-SPECIAL FORM IS REVISED AS FOLLOWS:

1. UNDER C.1. LIMITATIONS, ITEM C.1.C. IS DELETED AND REPLACED BY THE FOLLOWING:

THE MOST WE WILL PAY FOR LOSS OR DAMAGE TO THE "INTERIOR OF ANY BUILDING OR STRUCTURE" OR TO PERSONAL PROPERTY IN THE BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM, RAIN, SNOW, SLEET, ICE, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT IS \$100,000 UNLESS:

(1) THE BUILDING OR STRUCTURE FIRST SUSTAINS DAMAGE BY A COVERED CAUSE OF LOSS TO ITS ROOF OR WALLS THROUGH WHICH THE RAIN, SNOW, SLEET, ICE, SAND OR DUST ENTERS; OR

(2) THE LOSS OR DAMAGE IS CAUSED BY OR RESULTS FROM THAWING OF SNOW, SLEET OR ICE ON THE BUILDING STRUCTURE.

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: I-680-6242C72-9-TIL-09

CONDOMINIUM PAC

ISSUE DATE: 04/24/09

REPLACEMENT COST PLUS ENDORSEMENT, MP T5 05 02 05 IS AMENDED AS FOLLOWS:

B. 1. SUB-PARAGRAPH 1. IS AMENDED TO READ:
AT REPLACEMENT COST (WITHOUT DEDUCTION FOR DEPRECIATION AND REGARDLESS OF
THE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS).

B. 1. PARAGRAPH C., SUB-PARAGRAPH (III) IS DELETED.

THE FOLLOWING IS ADDED TO THE ENDORSEMENT:

SECTION 3. PREMIUM ADJUSTMENT

WE WILL ADJUST THE "LIMITS OF INSURANCE" FOR THE BUILDINGS INDICATED IN
THE ABOVE SCHEDULE (AND THE CORRESPONDING PREMIUMS) ANNUALLY TO REFLECT
ANY INCREASE IN CONSTRUCTION COST REPORTED TO US BY A RECOGNIZED APPRAISAL
COMPANY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:
 BUSINESSOWNERS PROPERTY COVERAGE FORM

SCHEDULE*

Prem. No.	Bldg. No.	Coverage A Applies:	Coverage B - Demolition Cost Limit of Insurance	Coverage C - Increased Cost of Construction Limit of Insurance
01	01	YES	\$ 100,000	\$ 100,000

A. Coverage A., B. and C. apply only if each is indicated by an entry in the schedule above, and only for the building identified for the coverage.

B. COVERAGE

1. Coverage A – Coverage For Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to covered building property shown in the Schedule above, we will pay for loss in value of the undamaged portion of the building as a consequence of any ordinance or law that:

- a. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c. Is in force at the time of loss.

Coverage A is included in the Limit of Insurance applicable to the covered Building stated in the Declarations. Coverage A does not increase the Limit of Insurance.

2. Coverage B – Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged

parts of the property caused by enforcement of building, zoning or land use ordinance or law.

If optional coinsurance is applicable to the building, the Coinsurance Condition does not apply to Demolition Cost Coverage.

3. Coverage C – Increased Cost of Construction Coverage

If a Covered Cause of Loss occurs to covered building property, we will pay for the increased costs to:

- a. repair or reconstruct damaged portions of that building; and/or
- b. reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or laws.

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.

BUSINESSOWNERS

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

If optional Coinsurance is applicable to the building, the Coinsurance Condition does not apply to Increased Cost of Construction.

- C. We will not pay under this endorsement for 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".

D. LOSS PAYMENT

1. When Coverage A applies to the building, including loss in value of the undamaged portion of the building due to enforcement of an ordinance or law, will be determined as follows:

- a. If Replacement Cost coverage 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 Replacement Cost coverage applies and the property is not repaired or replaced, or if the optional Actual Cash Value is applicable to real property, we will not pay more than the lesser of:

- (1) The actual cash value of the building at the time of loss;

- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

2. 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.
3. 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.
- E. The terms of this endorsement apply separately to each building to which this endorsement applies.
- F. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CAUSES OF LOSS — BROAD FORM FLOOD

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE PART

A. SCHEDULE

Premises Loc. No.	Bldg. No.	Coverage Symbols	Occurrence Limit	Annual Aggregate Limit	Deductible
01	01	1 2 3	\$ 500,000	\$ 500,000	\$ 10,000

Deductible: Business Income and Extra Expense - 72 hours.

Premises Loc. No.	Bldg. No.	Coverage Symbols	Occurrence Limit	Annual Aggregate Limit	Deductible
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Deductible: Business Income and Extra Expense - 72 hours.

Premises Loc. No.	Bldg. No.	Coverage Symbols	Occurrence Limit	Annual Aggregate Limit	Deductible
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Deductible: Business Income and Extra Expense - 72 hours.

B. DESCRIPTION OF COVERAGE SYMBOLS

Coverage(s) to which this endorsement applies are identified by the following symbols:

- 1. = Building;
- 2. = Business Personal Property;
- 3. = Business Income and Extra Expense.

C. COVERED CAUSES OF LOSS

The following modifies:

BUSINESSOWNERS PROPERTY COVERAGE
SPECIAL FORM

BUSINESSOWNERS PROPERTY COVERAGE
STANDARD FORM

Covered Causes of Loss is changed to include the following Causes of Loss only for the Premises

Location, Building Number(s) and Coverage(s) for which a Coverage Symbol(s) is shown, which are indicated in the above SCHEDULE:

- 1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- 2. Release of water impounded by a dam;
- 3. Mudslide or mudflow; and
- 4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or their openings.

BUSINESSOWNERS

5. Backup of sewers and drains.

D. ADDITIONAL EXCLUSIONS

The following EXCLUSIONS are added as respects coverage provided by this endorsement:

We will not pay under this endorsement for loss or damage caused directly or indirectly by the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

1. Fire, explosion, or sprinkler leakage; or
2. Any earth movement, such as an earthquake, landslide or earth sinking, rising or shifting; except mudslide or mudflow which is caused or precipitated by accumulation of water on or below ground.

E. PROVISIONS THAT DO NOT APPLY TO THIS ENDORSEMENT

The following provisions of forms and endorsements that may be attached to this policy do not apply to this endorsement:

1. The Additional Condition – Coinsurance;
2. Deductible; or
3. Limits of Insurance.

F. FOUNDATIONS AND EXCAVATIONS

The following provision is added:

Covered Property is changed to include the following when coverage for Building is indicated in the above SCHEDULE for Causes of Loss – Broad Form Flood:

1. Foundations of buildings, structures, machinery or boilers if their foundations are below the lowest basement floor; or the surface of the ground, if there is no basement; and
2. Underground pipes, flues and drains.

G. DEDUCTIBLE

The following provisions are added for coverage to Building and Business Personal Property:

1. We will not pay for loss or damage in any one occurrence until the total amount of loss or damage for all coverages (unless otherwise stated in the above SCHEDULE) exceeds the Deductible shown in the above SCHEDULE. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limits of Insurance.
2. When stated in the above SCHEDULE we will not pay for loss or damage in any one occur-

rence at each premises until the total amount of loss or damage for all coverages at each premises location exceeds the Deductible shown in the above SCHEDULE. We will then pay the amounts of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

3. The following provision is added for coverage to Business Income and Extra Expense:

When a separate time deductible is stated in the above SCHEDULE the following is applicable to Business Income and Extra Expense Coverages:

We will only pay for loss you sustain after the first number of consecutive hours indicated in the above SCHEDULE after direct physical loss or damage caused by or resulting from flood.

H. LIMITS OF INSURANCE

The most we will pay for loss caused by any flood is:

1. The Limit of Insurance in the above SCHEDULE that applies to any one occurrence; or
2. The Annual Aggregate Limit for all flood losses occurring in any one year commencing with the inception or anniversary date of this endorsement, whichever is less.
3. If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay during the policy period is the largest of the Annual Aggregate limits shown.
4. The Limit of Insurance shown in the SCHEDULE is the most we will pay under this endorsement, even if the loss involves more than one coverage. Amounts payable under any Additional Coverage or Coverage Extension do not increase the Limits of Insurance.

I. EXCESS OF LOSS LIMITATION

1. The EXCESS OF LOSS LIMITATION applies to all premises locations situated in a Zone prefixed A or V as designated by the National Flood Insurance Act of 1968 (or any subsequent amendment). We will pay only for the amount of loss in excess of the maximum amount of insurance permitted under the provisions of the National Flood Insurance Act of 1968 (or any subsequent amendment) applicable to the property to which the loss occurs. This provision applies whether or not you

have purchased or maintained such insurance.

2. This provision does not apply to loss which cannot be covered under provisions of the above Act or amendments. If we pay for loss subject to this provision, the benefit of any recovery or salvage on such loss is ours to the extent of our payment.
 3. The deductible provisions are in addition to any applicable Excess of Loss provision.
- J. The "**Period of Restoration**" definition is deleted as respects this endorsement and is replaced with the following:

"Period of Restoration" means the period of time that:

1. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
2. Ends on the earlier of:

- a. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- b. The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

1. Regulates the construction, use or repair or requires the tearing down of any property; or
2. 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".

The expiration date of this policy will not cut short the "period of restoration".

K. ADDITIONAL CONDITION – CANCELLATION

We or you may cancel this endorsement as provided by the Common Policy Conditions without cancelling the entire Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

A. SCHEDULE

Premises Location No.	Building No.
01	01

B. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. Paragraph **A.7.i.** is deleted for each of the described premises shown in the schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA CHANGES –
 ADDITIONAL COVERED PROPERTY**

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY

If an "X" is shown in a box in the Schedule below, the described property is withdrawn from PROPERTY NOT COVERED and added to COVERED PROPERTY. The type of property coverage, Building or Personal Property, is also indicated in the Schedule.

SCHEDULE*

Prem. No.	Bldg. No.	Description of Coverage and Property
1	1	<p>BUILDING Coverage:</p> <ul style="list-style-type: none"> x The cost of excavations, grading, backfilling or filling x Foundations of buildings, structures, machinery or boilers if their foundations are below: <ul style="list-style-type: none"> (1) The lowest basement floor; or (2) The surface of the ground, if there is no basement. x Underground pipes, flues, or drains <ul style="list-style-type: none"> Underground pipes, including underground tanks and connections. But underground flues and drains are not covered. Bulkheads, pilings, piers, wharves or docks Fences outside of buildings Retaining walls that are not part of the building Bridges, roadways, walks, patios or other paved surfaces Self-propelled machines (including aircraft or watercraft) that are operated principally away from the described premises, but not including: <ul style="list-style-type: none"> (1) Automobiles or other motor vehicles; (2) Any vehicle or machine licensed for use on public roads; (3) Vehicles or self-propelled machines or autos you manufacture, process or warehouse; (4) Vehicles or self-propelled machines, other than autos, you hold for sale; or (5) Rowboats or canoes out of water at the described premises; Are licensed for use on public roads; or <p>PERSONAL PROPERTY Coverage:</p> <ul style="list-style-type: none"> Animals

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

GENERAL LIABILITY



GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS LIABILITY – VIRGINIA

GARAGEKEEPERS LIABILITY SCHEDULE

Comprehensive Coverage

Collision Coverage

Insurance is provided at the following locations:

Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.
01	01								

LIMIT OF INSURANCE FOR EACH LOCATION

\$ 120,000 minus \$ 250 deductible for each "customer's auto" for loss caused by theft, mischief or vandalism subject to a \$ 1,250 maximum deductible for all such loss in any one event.

\$ 120,000 minus \$ 500 deductible for each "customer's auto".

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the **COMMON POLICY CONDITIONS, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which is amended to apply to this insurance, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**, and the **DEFINITIONS** Section, as amended by **PROVISION A**. of this endorsement.

GARAGEKEEPERS LIABILITY applies on the following coverage basis:

- DIRECT PRIMARY.** If this box is checked, coverage applies without regard to the "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.
- LEGAL LIABILITY.** If this box is checked, coverage applies on the basis of the "insured's" legal liability.

PROVISIONS

A. WORDS AND PHRASES WITH SPECIAL MEANING

As used in this GARAGEKEEPERS COVERAGE endorsement:

1. "Customer's Auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any "customer's auto" while left with you for service, repair, storage, parking or safekeeping. Customers include

your "employees" and members of their households who pay for services performed.

2. "Garage Operations" means the ownership, maintenance or use of locations for the purpose of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage Operations" also include all operations necessary or incidental to the performance of garage operations.

BUSINESSOWNERS

3. "Work you performed" includes work that someone performed for you.
4. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

B. WE WILL PAY

1. We will pay all sums the insured legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking or storing it in your "garage operations" under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The "customer's auto" collision with another object; or
 - (2) The "customer's auto" overturn.
 - b. Collision Coverage. Caused by:
 - (1) The "customer's auto" collision with another object; or
 - (2) The "customer's auto" overturn.
2. We will have the right and duty to defend any insured against a "suit" seeking these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

C. WE WILL NOT COVER – EXCLUSIONS

1. This insurance does not apply to any of the following:
 - a. **Contractual Operations.** Liability resulting from any contract or agreement by which the insured accepts responsibility for "loss".
 - b. **Theft.** "Loss" due to theft or conversion caused in any way by you, your "employees", or by your partners, members, directors or shareholders.
 - c. **Defective Parts.** Defective parts or materials.
 - d. **Faulty Work.** Faulty "work you performed".
2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Equipment designed or used for the detection or location of radar.

D. WHO IS AN INSURED

The following are insureds for "loss" to "customer's autos":

1. You.
2. Your partners, "employees", directors or shareholders while acting within the scope of their duties as such.
3. If you are designated in the Declarations as an individual, your spouse is an insured, but only with respect to the conduct of a business of which you are the sole owner.
4. If you are designated in the Declarations a partnership or joint venture, your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.
5. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
6. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

E. LIMIT OF INSURANCE AND DEDUCTIBLE

1. Regardless of the number of "customer's autos", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule above for that location minus the applicable deductibles for "loss" caused by collision, theft or mischief or vandalism.

2. The maximum deductible stated in the Schedule above for Garagekeepers Coverage Comprehensive is the most that will be deducted for all "loss" in any one event caused by theft or mischief or vandalism.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.
4. Any deductible will apply only to the amount of "loss" and will not reduce our limit of liability.
5. The Garagekeepers Coverage Limits are additional limits and do not reduce the per occurrence or aggregate limits under the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

F. LOSS CONDITIONS

1. Loss Payment – Garagekeepers Coverage

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "customer's auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 3. of Section II – Who Is An Insured is deleted.
- B. Paragraph 4. of Section II – Who Is An Insured is replaced by the following:
 - 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.
- C. Paragraph (5) of Exclusion g. **Aircraft, Auto Or Watercraft** is replaced by the following:
 - (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- D. Paragraph 2. of **Section V – Definitions** is replaced by the following:
 - 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
 However, "auto" does not include "mobile equipment".
- E. The following is added as the last paragraph of the "mobile equipment" definition of **Section V – Definitions**:

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**EMPLOYEE BENEFITS
LIABILITY**



**EMPLOYEE BENEFITS
LIABILITY**



**EMPLOYEE BENEFITS LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: I-680-6242C729-TIL-09
ISSUE DATE: 04-24-09

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 05-25-09 to 05-25-10 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Employee Benefits Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE

**Employee Benefits Liability
Coverage Form**

Limits of Insurance

Aggregate Limit

\$ 1,000,000

Each Employee Limit

\$ 1,000,000

2. AUDIT PERIOD: None

3. FORM OF BUSINESS: CONDOMINIUM

4. RETROACTIVE DATE:

This insurance does not apply to negligent acts, errors or omissions which occurred before the Retroactive Date, if any shown below.

Retroactive Date: 07-25-99

5. EMPLOYEE BENEFIT PROGRAMS OTHER THAN THOSE LISTED IN SECTION VII – DEFINITIONS:

6. DEDUCTIBLE:

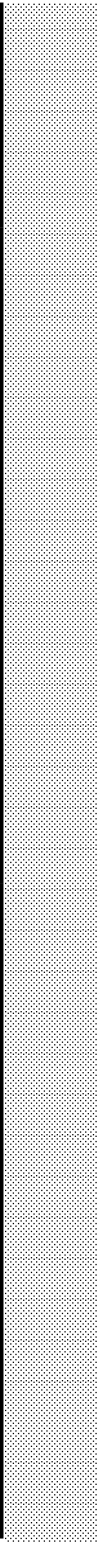
\$ NONE EACH EMPLOYEE

7. PREMIUM COMPUTATION:

Estimated No. of Employees	Rate Per Employee	Estimated Premium	Minimum Premium
N/A	N/A	\$ N/A	\$ N/A

8. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

COMMERCIAL INLAND MARINE





COMMERCIAL INLAND MARINE



**COMMERCIAL INLAND MARINE
COVERAGE PART DECLARATIONS**

POLICY NO.: I-680-6242C729-TIL-09
ISSUE DATE: 04-24-09

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 05-25-09 to 05-25-10 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Inland Marine Coverage Part consists of these Declarations, the Commercial Inland Marine Conditions Form and the Coverage Forms shown below.

1. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:

PERSONAL PROPERTY OF OTHERS – SPECIAL FORM

Premises Location Number	Building Number	Limit of Insurance
1	1	\$50,000
Property At Premises of Others (Address)		\$

Property in Transit	\$
All Covered Property In Any One Occurrence	\$50,000
Deductible: \$5,000	

2. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART:

SEE FORMS, SCHEDULES AND ENDORSEMENTS ON COMMON POLICY DECLARATIONS OR OTHER FORMS LISTING.

**INTERLINE
ENDORSEMENTS**



**INTERLINE
ENDORSEMENTS**

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER:

I-680-6242C72-9-TIL-09

CONDOMINIUM PAC

ISSUE DATE: 04/24/09

COMPLETESTREETADDRESSLISTINGIS:

BUILDING #1:

4400-4540 34TH STREET SOUTH, ARLINGTON VA 22206

BUILDING #2:

4300-4522 36TH STREET SOUTH, ARLINGTON VA 22206

BUILDING #3:

3610-3632 S. TAYLOR STREET, ARLINGTON VA 22206

BUILDING #4:

3410-3546 S. UTAH STREET, ARLINGTON VA 22206

BUILDING #5:

3407-3617 S. WAKE FIELD STREET, ARLINGTON VA 22206

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – APPRAISAL

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART

The **Appraisal** Condition is replaced by the following:

APPRAISAL

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of

loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:
 - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
 - 3.** We will send written notice by registered or certified mail or deliver written notice to your last mailing address known to us.
 - 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
 - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1)** At our request;
 - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3)** And rewritten by us or a member of our company group; or
 - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
 - b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B.** The following is added and supersedes any other provision to the contrary:
- NONRENEWAL**
- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to you, stating the reason for nonrenewal, at least:
 - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
 - 2.** We will send written notice by registered or certified mail or deliver written notice of nonrenewal to your last mailing address known to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART

Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to you written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- 3.** We will mail or deliver our notice to your last mailing address known to us.
- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
 - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1)** At our request;
 - (2)** Because you no longer have a financial or insurable interest in the prop-

erty or business operation that is the subject of insurance;

- (3)** And rewritten by us or a member of our company group; or
 - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
- b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will compute return premium as follows:
 - (1)** 75% of the pro rata unearned premium, rounded to the next higher whole dollar, for the Equipment Breakdown Coverage Part; or
 - (2)** 90% of the pro rata unearned premium, rounded to the next higher whole dollar, for the Commercial Inland Marine Coverage Part.

However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.



IMPORTANT INFORMATION FOR MASTER PAC POLICYHOLDERS

Dear Policyholder:

Enclosed is your Travelers Master Pac Renewal Certificate. An asterisk on the Listing of Forms, Endorsements and Schedule Numbers, IL T8 01, indicates forms that are included with this year's renewal. Any forms previously attached to your policy that are not shown on that listing no longer apply.

Please put the Certificate and the attached forms with your policy as soon as possible. If you have misplaced your policy, please contact your agent for a copy.