

# REPLACEMENT COST

Refer to the Declarations if information is not shown on this form.

The coverage under this endorsement is subject to the *terms* contained in *your* policy.

## **SCHEDULE**

Location	Building	Specify Coverage A-Building or	
Number	Number	Coverage B-Business Property or Both	

Items deleted from What We Do Not Pay For

### **DEFINITIONS**

The following definitions apply to this policy form:

- 1. *Fine arts* means paintings, etchings, print reproductions, sculptures, statuary, marbles, bronzes, tapestries, antique furniture, rare books, rare glassware, porcelains, collectibles or other items of art rarity or antiquity.
- 2. **Replacement cost** means the cost at the time of loss to replace the damaged, destroyed or stolen property with new articles of like kind and quality.

### WHAT WE PAY FOR

For the property described in the Schedule as being covered on a *replacement cost* basis, the following provisions apply:

- 1. If the amount of insurance on the damaged property is at least 80% of its *replacement cost* at the time of loss, *we* pay the full cost of repair or replacement of the damaged property, up to the amount of insurance, without deduction for depreciation.
- 2. If the amount of insurance on the damaged property is less than 80% of its *replacement cost* at the time of loss, *we* will pay the greater of the following:
  - a. The actual cash value of the damaged property subject to any applicable Coinsurance provision included in this policy; or
  - b. That proportion of the *replacement cost* of the damaged part of the property which the amount of insurance bears to 80% of the *replacement cost* of the property.
- 3. *Our* liability for loss on a *replacement cost* basis will not exceed the smallest of the following amounts:
  - a. The amount of this policy applicable to the damaged or destroyed property;
  - b. The *replacement cost* of the property or any part that is identical with such property on the same premises and intended for the same occupancy and use; or
  - c. The amount actually and necessarily expended in repairing or replacing the property or any part of the property.

- 4. **Replacement Cost** does not apply until the damaged or destroyed property is repaired or replaced. However, **you** may make a claim for the actual cash value amount of the loss before repairs are made. A claim for any additional amount payable under **Replacement Cost** must be made in writing within 180 days after the loss.
- 5. If the loss on a *replacement cost* basis is less than \$1,000 or less than 5% of the applicable amount of insurance, then the loss will be paid in full.
- 6. If this policy provides more than one amount of insurance on *your* property, these provisions apply separately to the property covered by each amount of insurance.

## SPECIAL LIMITATION ON COVERAGE B-BUSINESS PROPERTY

We pay the lesser of the following amounts for each covered item:

- 1. The applicable amount of insurance;
- 2. An amount not greater than *your* interest in the property;
- 3. The *replacement cost* of the property as defined in this endorsement;
- 4. Four times the actual cash value of the property at the time of loss; or
- 5. The amount computed after applying the deductible or other limitation applying to the loss.

## WHAT WE DO NOT PAY FOR

The following are not eligible for *replacement cost* and will be paid on an actual cash value basis:

- 1. Articles that are outdated, obsolete, in storage or not being used;
- 2. Awnings, canopies or their supports;
- 3. Books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, drum, cell and other magnetic recording or storage media);
- 4. Carpeting;
- 5. Domestic appliances;
- 6. Fences that are not a permanent part of the structure;
- 7. Fine arts:
- 8. Fire extinguishing apparatus;
- 9. Floor coverings;
- 10. Household furniture or residential contents;
- 11. Outdoor equipment and cloth awnings, whether permanently attached to the structure or not;
- 12. Permanent fixtures, machinery and equipment forming a part of and pertaining to the services of the structure;
- 13. Personal property of the *insured* as landlord used for maintenance or service of the structure;
- 14. Property of others;
- 15. Shades and outdoor furniture; or
- 16. Stock.

All other *terms* and conditions remain unchanged.