

# HURRICANE DEDUCTIBLE

Refer to Declarations or Supplemental Declarations if information is not shown in this form. For a premium credit, this endorsement becomes part of *your* policy and is subject to the *terms* contained in the General Policy Provisions.

These Hurricane Deductible provisions apply to loss or damage to covered property resulting directly or indirectly from a windstorm of hurricane magnitude as defined in this endorsement regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events occur concurrently or in any sequence to the loss. In addition, if loss or damage from weather conditions occurs, and such loss or damage would not have occurred without a windstorm of hurricane magnitude as defined in this endorsement, this loss or damage shall be considered to be caused by a windstorm of hurricane magnitude and part of the occurrence subject to the Hurricane Deductible.

These deductible provisions are not intended to be combined with any other policy deductibles. If the deductible applicable to all perils insured against except windstorm losses exceeds the hurricane deductible, then the higher deductible will be applied to the amount of the adjusted loss resulting from windstorm.

#### **APPLICATION OF HURRICANE DEDUCTIBLE**

The hurricane deductible applies to the following:

- a. Coverage A—Building.
  - b. Coverage B-Business Property.
  - c. Incidental Coverages.
  - d. All additional property coverages added by endorsement.
  - e. *We* pay only that part of the loss over the deductible stated in the Declarations or endorsement. Not more than one deductible applies per loss but:
    - 1) If this policy covers more than one building, the deductible applies separately to each building.
    - 2) If this policy covers only *business* property, the deductible applies separately to *business* property in each building.
  - f. If coverage is otherwise restricted by special limits of insurance, *our* liability must be separately computed under both the deductible and the special limit of insurance. *We* pay the lesser of the two amounts.
  - g. If the same deductible amount applies to *your* building, and *business* property within that building, one deductible shall apply to the loss for the building and *business* property within that building; otherwise, the higher of any applicable deductible shall apply.

#### HOW MUCH WE PAY FOR LOSS OR CLAIM

The amount of loss or damage sustained must exceed the applicable Hurricane Deductible before *we* will make any claim payment. When the amount of loss or damage sustained exceeds the applicable Hurricane Deductible, *we* will pay the amount of loss or damage that exceeds the Hurricane Deductible, up to the Amount of Insurance, after any reduction required by a Coinsurance Condition or other special limitation. Settlement of property losses shall be made in accordance with the provisions set forth under How Much We Pay for Loss or Claim in the Agreement.

For windstorm loss that occurs during the time when the *hurricane deductible duration* is in force as defined below, the amount of the hurricane deductible shall be either of the following:

#### FOR CATEGORY 2 OR GREATER VELOCITY HURRICANES

*We* will deduct \_\_\_\_\_\_ percent of the amount of insurance for Coverage A or B, whichever is greatest, to each covered claim for loss or damage in any one *occurrence*. This deductible is applicable when a *category 2 hurricane* or greater is determined by the National Weather Service to be a category 2 or greater hurricane that results in category 2 or greater force winds occurring in any *coastal county*, regardless of the specific location of *your* property.

### FOR CATEGORY 1 HURRICANES

*We* will deduct \$1,000 in the event that the hurricane is determined by the National Weather Service to be a *category 1 hurricane* that results in category 1 force winds occurring in any *coastal county* regardless of the specific location of *your* property.

If both *category 1 hurricane* winds and *category 2 hurricane* winds or hurricane force winds of a greater velocity exist during the *hurricane deductible duration* in any *coastal county*, *your* hurricane deductible shall be the percent of Coverage A or B, whichever is greatest, shown above for a *category 2 hurricane* and for greater velocity hurricanes applicable to each covered claim for loss or damage in any one *occurrence*, regardless of the specific location of *your* property.

## **DEFINITIONS**

*Category 2 hurricane* means a cyclonic windstorm of tropical origin with winds of 96 miles per hour or greater as set out by the Saffir/Simpson Hurricane Scale. Those winds must be confirmed by the National Weather Service at a landfall in any *coastal county*. Category 3, 4 and 5 hurricanes, as delineated by the Saffir/Simpson Scale, are hurricanes with winds of greater velocity than that shown above for a *category 2 hurricane*.

*Category 1 hurricane* means a cyclonic windstorm of tropical origin with winds of 74 miles per hour or greater as set out by the Saffir/Simpson Hurricane Scale. Those winds must be confirmed by the National Weather Service at a landfall in any *coastal county*.

*Coastal County* means any one or more of the following State of New York counties: Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk and Westchester.

*Hurricane Deductible Duration* is the period during which the hurricane deductible shall apply to any windstorm loss that occurs 12 hours before a hurricane begins resulting in *category 1 hurricane* force winds or hurricane force winds of a greater velocity in any *coastal county*, regardless of the specific location of *your* property, and ends 12 hours after a hurricane resulting in *category 1 hurricane* force winds or hurricane force winds of a greater velocity in any *coastal county*, regardless of the specific location of *your* property, and ends 12 hours after a *county*, regardless of the specific location of *your* property.

All other *terms* and conditions remain unchanged.