



LOSS OF RENTS ENDORSEMENT
(Contribution Form)

MP 15 11
(Ed. 12 79)

LOCATION OF PREMISES		SECTION I FORMS AND ENDORSEMENTS APPLICABLE	CONTRIBUTION CLAUSE PERCENTAGE	LIMIT OF LIABILITY
Loc. No.	Bldg. No.			

1. Subject to all the provisions applicable to Section I of this policy, except the Coinsurance Clause and the Deductible Clause, this policy is extended to insure against loss of rents caused by the perils insured against damaging or destroying, during the policy period, real or personal property (except finished stock) at the premises described in this endorsement, subject to the limit of liability specified above for the premises at which the damage or destruction occurs. For the purposes of this insurance, "perils insured against" shall mean the perils, as defined and limited in the forms and endorsements listed above, for each premises specified and also subject to the provisions of this endorsement.
2. The Company shall be liable for:
 - a. the actual loss sustained by the insured resulting directly from necessary untenantability, but not exceeding the reduction in rents less charges and expenses which do not necessarily continue during the period of untenantability for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of expiration of this policy; and
 - b. the actual loss sustained by the insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding two consecutive weeks, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority; and
 - c. loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against. The length of time for which this Company shall be liable hereunder shall not exceed—
 - (1) 30 consecutive calendar days; or
 - (2) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed; whichever is the greater length of time.
 - d. such expenses as are necessarily incurred for the purpose of reducing loss under this endorsement (except expense incurred to extinguish a fire), but in no event shall the aggregate of such expenses exceed the amount by which the loss otherwise payable under this endorsement is thereby reduced. Such expenses shall not be subject to the application of the Contribution Clause.
3. **Contribution Clause:** The Company shall not be liable for a greater proportion of any loss than the limit of liability specified above bears to the amount produced by multiplying the Contribution Clause Percentage specified above by the rents of the insured locations that would have been earned by the insured (had no loss occurred) during the 12 months immediately following the date of damage or destruction of the described property.
4. **Definitions:**
 - a. For the purposes of this insurance, "rents" includes rental value and is defined as the sum of:
 - (1) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the insured, and
 - (2) the amount of all charges which are the legal obligation of the tenants and which would otherwise be obligations of the insured, and
 - (3) the fair rental value of any portion of said property which is occupied by the insured.In determining rents, due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.
 - b. The term "directly," as applied to loss under this endorsement, means loss, as limited and conditioned in this policy, resulting from direct loss to described property from the perils insured against.
5. **Alterations and New Buildings:** Permission granted to make alterations in or to construct additions to any building described herein and to construct new buildings on the described premises. This endorsement is extended to cover, subject to all its provisions, loss of rents resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied, provided that, in the event of damage to or destruction of such property (including building materials, supplies, machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay restoration to a tenantable condition, the length of time for which the Company shall be liable shall be determined as otherwise provided herein but such determined length of time shall be applied and the loss hereunder calculated from the date that the property would have been tenantable had no damage or destruction occurred.

6. Additional Exclusions and Limitations:

- a. The Company shall not be liable for any increase of loss which may be occasioned by:
 - (1) any local or state ordinance or law regulating construction, repair or demolition of buildings or structures,
 - (2) interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the reoccupancy of the premises,
 - (3) the suspension, lapse or cancellation of any lease, contract or order unless such suspension, lapse or cancellation results directly from the untenability of the premises, and then the Company shall be liable for only such loss as affects the rents of the premises during, and limited to, the period of indemnity under this policy.
- b. The Company shall not be liable for:
 - (1) more than the amount set forth in the limits of liability above for each premises,
 - (2) loss resulting from theft of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then this Company shall be liable for only such ensuing loss,
 - (3) any other consequential or remote loss.

7. Requirements in Case Loss Occurs: The insured shall give immediate written notice to the Company of any loss of rents or rental value as covered by this policy and protect the property from further damage that might result in extension of the period of interruption; and within 60 days following the date of damage to or destruction of the real or personal property described, unless such time is extended in writing by the Company, the insured shall render to the Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following:

- a. the time and origin of the property damage or destruction causing the loss of rents or rental value,
- b. the interest of the insured and of all others in the business,
- c. all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy,
- d. any changes in the title, nature, location, encumbrance or possession of said business since the issuing of this policy, and
- e. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction,

and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of rent or rental value and loss claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based.

The insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and submit to examinations under oath by any person named by the Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.