

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE - CERTIFIED GREEN BUILDING EXTENSION

**This endorsement modifies insurance provided under the following:
DIFFERENCE IN CONDITIONS COVERAGE FORM UND 1211**

A. COVERAGE

In the event of accidental direct physical loss or damage to your Building at the locations described in the Declarations caused by or resulting from a Covered Cause of Loss first commencing during the Policy Period, and subject to the terms, exclusions, limits and conditions of the policy to which this endorsement is attached and to the provisions contained in this endorsement, we will pay for the additional costs incurred to repair or replace the building(s) using materials, products and construction processes that are:

1. "Green" alternatives utilized in accordance with the required standards of a "green authority";
2. Are comparable in quality, size, capacity and function to the damaged property.

If the building is a "certified green building" prior to the loss or damage, we will pay:

1. In the event of a total loss, the necessary amount you actually spend to replace the damaged building with a building that meets the next-highest level of certification by the "green authority"; or
2. In the event of a partial loss, the necessary amount you actually spend to repair or replace the damaged portion of the building with property of like kind or quality to maintain the pre-loss level of certification.

If the building is *not* a "certified green building" prior to the loss or damage, we will pay:

1. In the event of a total loss, the necessary amount you actually spend to replace the damaged building with a building that meets the Silver level of LEED Certification or the equivalent certification level issued by a different "green authority"; or
2. In the event of a partial loss, the necessary amount you actually spend to repair or replace the damaged portion of the building with Energy Star-qualified property.

B. LIMIT OF INSURANCE

The Certified Green Building coverage extension does not increase the Limits of Insurance shown in the Declarations, including any amounts shown in Paragraph **C. ADDITIONAL COVERAGES** of this endorsement. Our maximum Limit of Insurance for increased expenses to repair or replace with "green" materials is limited to:

1. The Increased Cost Percentage for Green Building Coverage shown in the Declarations; multiplied by
2. The amount we would otherwise pay for a loss to the Building before any upgrades covered by this extension; and
3. Prior to the application of any deductible(s).

The maximum loss payable is determined by applying the applicable Green Building percentage shown in the Declarations to the stated values shown in Section **E. SCHEDULE OF LOCATIONS AND VALUES** in the Declarations or Statement of Values made part of this policy if the **SCHEDULE OF LOCATIONS AND VALUES** does not contain information on values. If the stated value of each building is not shown individually, we will determine individual building values using the provisions of paragraph **G. 13 Stated Values of LOSS CONDITIONS** in the **DIFFERENCE IN CONDITIONS COVERAGE FORM** prior to application of the Green Building percentage.

Actual loss payment will be determined based on the amount of loss or damage subject to all applicable policy provisions including the Limits of Insurance, Deductible and Valuation Conditions. But the actual loss payment for each building will not exceed the maximum loss payable as described above and will not exceed the Limits of Insurance.

C. ADDITIONAL COVERAGES

1. Upgrade to Current Green Authority Standards

We will pay the additional costs to repair or replace the damaged property with “green” materials in order to meet current “green” certification standards in force at the time of the covered loss, if such standards have changed since the original certification was achieved. We will only pay for the additional costs to achieve the pre-loss level of certification.

This Additional Coverage does not cover any loss, damage or expense caused solely by the enforcement of any ordinance or law.

The most we will pay for upgrades to meet current “green authority” standards is \$25,000 per building for any one “loss occurrence”.

This limit is in addition to the amount payable under **A. Coverage**.

2. Debris Recycling

In the event of a covered loss, we will pay the reasonable increased expenses you incur during the course of reconstruction or repair to divert your recyclable debris to recycling centers instead of landfills. Any income derived from the debris recycling shall be used to offset the covered loss amount.

The most we will pay for the additional expenses incurred by utilizing recycling centers instead of landfill disposal is \$10,000 for any one “loss occurrence”.

This limit is in addition to the amount payable under **A. Coverage**.

3. Green Engineering Expenses

Following a covered loss, we will pay reasonable and customary fees for you to hire a qualified engineer or other professional certified by a “green authority” to assist with:

- a.** The design and reconstruction of the building; or
- b.** Testing and recalibrating the building systems to meet the standards required for recertification.

The most we will pay for “green” engineering expenses is \$25,000 for any one “loss occurrence”.

This limit is in addition to the amount payable under **A. Coverage**.

4. Certification Fees

In the event that a covered loss causes damage that requires re-certification of the building, we will pay the fees imposed by the “green authority” in order to receive certification.

We will only pay those fees incurred to attain the pre-loss level of certification from the “green authority”.

The most we will pay for recertification fees is \$25,000 for any one “loss occurrence”.

This limit is in addition to the amount payable under **A. Coverage**.

5. Vegetative Roofs

Only with regard to losses payable under this coverage extension for "vegetative roofs", **Property Excluded** does not include growing plants, trees, shrubs, or lawns.

The most we will pay for a covered loss to the building's existing "vegetative roof" is \$50,000 per building for any one "loss occurrence".

This limit is *included* in the amount payable under **A. Coverage**.

D. ADDITIONAL TERMS AND CONDITIONS

We will not pay under this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. 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", "fungus", wet or dry rot or bacteria.

E. DEFINITIONS

The following definitions apply in addition to those indicated in section **I. DEFINITIONS** in the Difference In Conditions Coverage Form.

1. "Green" means products, materials or processes that minimize environmental impact by conserving natural resources, recycling, reducing water or energy use, or have other environmental benefits.
2. "Green authority" means a nationally recognized authority on "green" building methods that has developed a certification program such as:
 - U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) Certification Program; or
 - The Green Building Initiative's Green Globes™ Certification Program.
3. "Certified green building" means a building or structure that has received certification through a nationally recognized "green authority" building standards program.
4. "Vegetative roofs" means a roofing system where the roof is covered with vegetation and soil or a growing medium, planted over a waterproofing membrane.

Nothing contained in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as stated above.