

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PIERS AND WHARVES COVERAGE BUSINESS INTERRUPTION COVERAGE

This endorsement modifies insurance provided under the following:

PIERS AND WHARVES COVERAGE

In consideration of an additional premium (included) shown on the Piers and Wharves Coverage Declarations page, it is understood and agreed, scheduled piers and wharves at the following location are covered as per the limits of insurance, terms, conditions, and exclusions contained herein:

LOCATION

See Declarations Page

LIMITS OF INSURANCE

See Declaration Page

1. This insurance covers against actual loss sustained, including ordinary payrolls, extra expense or contract expenses incurred by the Assured directly caused by fire, lightning, explosion, windstorm, flood, wave action, frost, weight of ice and/or snow, collision with ship, vessel or floating object and contact with aircraft or object dropped therefrom.
2. All claims shall be subject to a deductible as shown in the Declarations each accident or occurrence, except claims arising out of windstorm, flood, weight of ice and/or snow, or wave-action occurring during any one period of 72 hours shall be deemed to be one occurrence and shall be subject to a deductible shown in the Declarations.
3. The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
4. Notwithstanding the foregoing, this Company will not pay for:
 - A) Loss or damage caused by the loss of sea-bed and/or river and/or the undermining of foundations and/or supporting piles caused by erosion, subsidence and/or change of sea-bed or river.
 - B) Loss or damage caused by an action of marine life.
 - C) Loss or damage caused by or resulting from:
 - (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack,
 - (a) by any government or sovereign power (de jure or defacto), or by any authority maintaining or using military naval or air forces; or
 - (b) by military, naval or air forces; or
 - (c) by an agent of any such government, power, authority or forces;
 - (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

- D) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Section; however, subject to the foregoing and all provisions of this Section, direct loss by fire resulting from nuclear radiation or radioactive contamination is insured against by this Section;
 - E) Or resulting from mechanical failure, faulty construction or errors in design, wear and tear or any quality in the property that causes it to damage or destroy itself, hidden or latent defect, or gradual deterioration;
 - F) Delay in delivery or installation unless caused by direct physical loss.
 - G) Infidelity, inventory shortages and/or mysterious or unexplained disappearances, misappropriation or other dishonest act or acts committed, alone or in collusion with others by the Assured or any partner, officer or employee of the Assured, or by any agent at the instigation of any such person(s) whether or not such act(s) are committed during business hours.
5. In order to establish proof of loss, it shall be necessary for the Assured to render a statement signed and sworn to stating the following:
- A) The time, place and cause of the loss or damage;
 - B) The extent of the interruption or suspension of business activities (i.e., total or partial expressed as a percentage of the total).
 - C) Any and all records pertinent to reduction or contingencies in mitigating the interruption.
 - D) Documentation relating to daily, weekly, monthly costs associated with the interruption.
6. The Assured agrees to keep an accurate record of all merchandise covered by this endorsement and The Assurer or their authorized agent shall have the privilege at any time of inspecting such records while coverage is in force and within twelve (12) months after termination of this policy and/or this endorsement.