

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – BUSINESS INTERRUPTION COVERAGE

This endorsement modifies insurance provided under the following:

PIERS AND WHARVES COVERAGE FORM

SCHEDULE OF APPLICABLE LIMITS:

Location No.	Dock No.	Business Interruption Limit	Rate	Premium
---------------------	-----------------	--	-------------	----------------

Additional Coverage – Business Interruption

- A.** Subject to paragraphs **B.** through **F.** below, this insurance covers against actual loss sustained by you during the period of restoration due to the interruption of your business, including ordinary payrolls, extra expense or contract expenses 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.
- B.** Notwithstanding the foregoing, this Company will not pay for loss or damage arising out of or alleged to arise out of:
1. 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;
 2. An action of marine life;
 3. Any of the following:
 - (a) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - i. by any government or sovereign power (de jure or defacto), or by any authority maintaining or using military naval or air forces; or
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;
 - (b) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (c) 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;
 4. 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;
 5. 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;
 6. Delay in delivery or installation unless caused by direct physical loss;

7. 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 Insured or any partner, officer or employee of the Insured, or by any agent at the instigation of any such person(s) whether or not such act(s) are committed during business hours;
8. Loss or damage caused directly or indirectly by hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Limits of Liability

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.

- D.** In order to establish proof of loss, it shall be necessary for the Insured to render a statement signed and sworn to stating the following:
1. The time, place and cause of the loss or damage;
 2. The extent of the interruption or suspension of business activities (i.e., total or partial expressed as a percentage of the total).
 3. Any and all records pertinent to reduction or contingencies in mitigating the interruption.
 4. Documentation relating to daily, weekly, monthly costs associated with the interruption.
- E.** The period of restoration means the period of time that:
1. Begins 72 hours after the time the covered loss first occurs; and
 2. Ends on the earlier of:
 - (a) The date when the covered dock at the covered location should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location.

The period of restoration does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

1. Regulates the construction, use or repair, or requires the tearing down, of any property; or
2. 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.

The expiration date of this policy will not cut short the period of restoration.

Claims arising out of windstorm, flood, wave-action, or weight of ice and/or snow during any one period of 72 hours shall be deemed to be one occurrence and subject to one period of restoration.

- F.** The Insured agrees to keep an accurate record of all merchandise covered by this endorsement and the Company or its authorized agent shall have the right 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.

All other terms and conditions of this policy remain unchanged.