

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**EXCESS FLOOD
COVERAGE PART 3**

Endorsement Effective:	Expiration: same as policy expiration	12:01 AM Standard Time at the Insured's residence premises.
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The property covered by this endorsement is located at the address stated on the Declarations Page, unless otherwise stated below:

Insurance is provided only with respect to those specific limits of liability applicable thereto:

Limits Of Insurance		Coverages Provided	Underlying Limits Of Insurance	
Building:	\$*	Excess Flood Coverage On Building	Buildings:	\$* 250,000
Contents:	\$*	Excess Flood Coverage On Contents	Contents:	\$* 100,000
			Program:	Regular

* Entries may be left blank if shown elsewhere in this policy for this coverage.

- A. Debris removal.
- B. "Loss" assessment charged against "you" by a corporation or association of property owners
- C. "Loss" occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair or demolition of property.
- D. "Loss" caused by flood which is confined to the location of the covered property.

IV. LIMIT OF LIABILITY & UNDERLYING INSURANCE LIMITS

In the event of "Loss" to a covered property, "we" shall not be liable until the amount of "Loss" exceeds the "Underlying Insurance" limits, and then "we" shall be liable for only that portion of the "Loss" which is in excess of the "Underlying Insurance", whether or not such insurance is in force or collectible at the time of the "Loss". "Our" limit of liability for each "Loss" covered hereunder shall not exceed the applicable amount stated on the Schedule.

V. CONDITIONS

- A. **Maintenance of Underlying Insurance:** It is a condition hereunder that "Underlying Insurance" be maintained in full effect during the policy period. In the event the "Underlying Insurance", or a component of the "Underlying Insurance" is terminated, the coverage hereunder shall be deemed automatically canceled simultaneously with the termination of the "Underlying Insurance" or a component thereof.

The insolvency, receivership, bankruptcy, liquidation or failure to pay of an "Underlying Insurer"(s) or of any other insurer liable for "Loss" shall not operate to (a) reduce, deplete, or exhaust the policy limits of the "Underlying Insurance" or any other insurance applicable to such "Loss", or (b) increase "our" liability under this endorsement. In no event shall "our" endorsement assume the responsibilities or obligations of the "Underlying Insurer"(s) or any other insurer.

- B. **Loss Payment:** With respect to "Loss", "we" shall be liable for only that portion of the "Loss" which is excess of the applicable limit of the "Primary Insurance" for the covered property or the maximum coverage limit available through the National Flood Insurance Program whichever is greater. No "Loss" proceeds shall be paid hereunder until such time as the "Primary Insurer" has paid its full limit of liability for the covered property.

- C. **Notification of Claims:** "You" shall give prompt notice to "us" of any claim for "Loss" covered hereunder. "You" shall upon request give "us" or the persons or firm "we" designate, such information as "we" may reasonably require, including but not limited to: a copy of the "Underlying Insurance"; copies of all proofs of loss filed with the "Underlying Insurers," evidence of all loss payments made under the "Underlying Insurance". "We" shall have the right to adjust any "Loss" insured under this endorsement independent of any determination or settlement made by the "Underlying Insurer"(s).
- D. **Other Insurance:** If a "Loss" covered by this endorsement is also covered by other insurance except the "Underlying Insurance", whether collectible or not, the insurance under this endorsement shall be excess of and shall not contribute with such other insurance unless such other insurance is written only as specific excess insurance over the limits of liability of this endorsement.
- E. **Salvage and Recoveries:** All salvages, recoveries, or payments recovered or received by "you" subsequent to a settlement under this endorsement shall be applied as if recovered or received prior to such settlement, and all necessary adjustments shall then be made between "you" and "us".
- F. **Subrogation:** If payment is made under this endorsement, "we" shall be subrogated to all "your" rights to recovery against any person or organization, and "you" shall execute and deliver instruments and papers, and do whatever else is necessary to secure such rights. "You" shall do nothing before or after a "Loss" to prejudice such rights of recovery. Because this endorsement affords excess insurance "we" recognize that "your" rights of recovery cannot always be exclusively subrogated to "us", in which event "we" agree to cooperate with all interests concerned in the subrogation and recovery. For any amounts recovered through subrogation or otherwise, all interested parties shall be reimbursed in reverse order, beginning with the highest limit of liability and continuing in such order until such recovery is exhausted. Expenses of obtaining such recovery shall be assessed proportionately to the amount recovered by each party.
- G. **Representations:** By acceptance of this endorsement, "you" agree that:
1. The statements in the Declarations Page, Schedule and application are "your" agreements and representations; that those statements are accurate and complete; and that this endorsement is issued in reliance upon the truth of those statements and representations.

2. If **"you"** or **"your"** representative has sworn falsely or has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, this entire endorsement shall be void as of the inception date of this policy; and
3. This endorsement embodies all agreements between **"you"** and **"us"**, or any of **"our"** agents, relating to this insurance.