



GUARDIAN SUPPLEMENTAL DECLARATIONS

This Guardian Supplemental Declarations is attached to and forms a part of the Guardian 08 21 Form.

A. **LIMIT OF LIABILITY** ("Policy Limit"): The total maximum liability for all insurance companies and Lloyd's of London, London England, if shown on the Contract Allocation CC CA, (all hereinafter referred to as the "Companies") in any one **Occurrence** as a result of all covered loss or damage regardless of the number of **Locations**, coverages, or perils insured under this Policy shall not exceed the lesser of 1. or 2.:

1. a. ____ As respects each **Location** insured by this Policy: blanket over the total combined stated values for all categories of Covered Property and Time Element exposures shown for that **Location**, individually, on the Statement of Values or other documentation on file with the Program Administrator;
- b. ____ As respects each scheduled item insured by this Policy: the stated value shown for that scheduled item on the Statement of Values or other documentation on file with the Program Administrator;
- c. ____ As respects each **Location** insured by this Policy: blanket over total combined stated values for all categories of Covered Property shown for that **Location**, individually; and separately, blanket over the total combined stated values for Time Element shown for that **Location**, individually; all on the Statement of Values or other documentation on file the Program Administrator;
- d. ____ (insert manuscript wording)

OR

2. \$ xxx maximum limit of liability.

B. **SUBLIMITS OF LIABILITY**: Sublimits of Liability stated below are included within and not in addition to the Limit of Liability shown in Paragraph A., above. These Sublimits of Liability and the specified limits of liability contained in the forms, endorsements and extensions attached, if any, are per **Occurrence**, unless otherwise indicated.

If the words "NOT COVERED" are shown, instead of a limit, sublimit amount, or number of days, or if a specified dollar amount or number of days is not shown corresponding to any coverage or Covered Cause of Loss, then no coverage is provided for that coverage or Covered Cause of Loss.

1. **Earth Movement:**

- a. \$<FILL IN> Annual Aggregate, for all **Locations** combined; further subject to:
- b. \$<FILL IN> Annual Aggregate for California, Alaska, and Hawaii, combined.
- c. \$<FILL IN> Annual Aggregate for **Pacific Northwest States**, combined.
- d. \$<FILL IN> Annual Aggregate for **New Madrid Earthquake Zone Counties**, combined.

2. **Flood:**

- a. \$<FILL IN> Annual Aggregate, for all **Locations** combined; further subject to:
- b. \$<FILL IN> Annual Aggregate for all **Locations** combined, that are wholly or partially within **Special Flood Hazard Areas**.

In the event a loss involves more than one of the above perils (B.1. - B.2.) and provided it is a covered peril(s), each peril's sublimit above shall be considered a separate sublimit apart from the other peril's sublimit above.

However, the Sublimits below (B.3. - B.37.) shall further be considered sublimits within the above applicable covered peril sublimits (B.1. - B.2.).

- 3. Accounts Receivable: \$xxx
- 4. Civil or Military Authority: xx Days, but in no event will the Companies pay more than \$xxx.
- 5. Contingent Time Element: xx Days or \$xxx; whichever is less.
- 6. Contractor's Equipment: \$xxx, as respects unscheduled: owned; leased; rented; or borrowed; but not to exceed:
\$xxx any one unscheduled item
- 7. Course of Construction: \$xxx New Buildings or structures; excluding Soft Costs.
- 8. Course of Construction Soft Costs: \$xxx
- 9. Debris Removal: The Companies' total liability for Debris Removal per **Occurrence** for all insured **Locations** sustaining covered direct physical loss or damage payable under this Policy shall not exceed the lesser of:
 - a. xx% of the amount of covered physical loss or damage to Covered Property (excluding Time Element), payable for all insured **Locations**; or
 - b. \$xxx.

However, in the event the covered loss is subject to a sublimit, as stated in Sublimits B.3. - B.8. and B.10. - B.37., the related Debris Removal shall be included in that sublimit.
- 10. **Electronic Data and Media:** \$xxx
- 11. Errors or Omissions: \$xxx; subject to all other sublimits contained herein.
- 12. Extended Period of Indemnity: xxx Days
- 13. Extra Expense/ Expediting Expense: \$xxx

14. Fine Arts: \$xxx
15. Fire Brigade Charges: \$xxx
16. **Fungus, Molds, Mildew, Spores, Yeast:** \$xxx Annual Aggregate
17. Ingress/Egress: xx Days; but in no event will the Companies pay more than \$xxx.
18. Leasehold Interest: \$xxx
19. Limited Pollution: \$xxx Annual Aggregate
20. Lock Replacement: \$xxx
21. **Miscellaneous Unnamed Locations:** \$xxx; subject to all other sublimits contained herein.
22. Newly Acquired Property: xx Days, but in no event will the Companies pay more than \$xxx, subject to all other sublimits contained herein.
23. Ordinance or Law:
- a. Coverage A: Included in the **Building** Limit.
 - b. Coverage B: \$xxx
 - c. Coverage C: \$xxx
 - d. Coverage D: Included in the Time Element (if covered).
 - e. Coverage E: Included in **Building** Limit.
24. Ordinary Payroll: xxx Days (provided values are included in the reported Time Element Values).
25. **Outdoor Unscheduled Property:** \$xxx
26. Plants, lawns, trees, or shrubs: \$xxx
- Any one plant, lawn, tree, or shrub: \$xxx
27. Professional Fees for Claims Preparations: \$xxx Annual Aggregate
28. Reclaiming, restoring, or repairing land: \$xxx
29. Reward Reimbursement: \$xxx
30. Royalties: \$xxx
31. Service Interruption: \$xxx; however, a qualifying period of 72 hours applies, provided Time Element is reported and covered.
32. Spoilage: \$xxx
33. Time Element Monthly Limitation: xxx Monthly; applicable to all Time Element coverages, except those that have a sublimit in this Paragraph B.
34. Transit: \$xxx
35. Underground tanks, pipes, flues & drains: \$xxx
36. **Valuable Papers and Records:** \$xxx
37. Wind-Driven Precipitation: \$xxx
38. Backup of Sewers & Drains: \$xxx

C. **MAXIMUM AMOUNT PAYABLE:** In the event of a Covered Cause of Loss hereunder, the total liability of the Companies shall be limited to the least of the following:

1. The actual adjusted amount of covered loss, less applicable deductible(s), or
2. The limit of liability or applicable sublimit of liability shown in this Guardian Supplemental Declarations or endorsed hereon.

D. **DEDUCTIBLE:** Each claim for loss or damage under this Policy shall be subject to a per **Occurrence** deductible amount of:

1. \$<FILL IN> Property Damage & Time Element (if covered), combined; OR
\$<FILL IN> Property Damage; and
\$<FILL IN> Time Element (if covered).

unless a specific deductible shown below applies for the indicated peril(s).

2. **Flood:**

- a. \$<FILL IN> Per **Occurrence**, except as follows in Subparagraph D.2.b.:
- b. As respects **Locations** wholly or partially within **Special Flood Hazard Areas:**

<FILL IN>

3. **Earth Movement:**

- a. \$<FILL IN> Per **Occurrence**, except as follows in Subparagraphs D.3.b., D.3.c., & D.3.d.:
- b. As respects **Locations** in California, Hawaii, and Alaska:
xx% of the **TIV** at each **Location** involved in the loss or damage, subject to a minimum of \$xxx any one **Occurrence**.
- c. As respects **Locations** in the **Pacific Northwest States:**
xx% of the **TIV** at each **Location** involved in the loss or damage, subject to a minimum of \$xxx any one **Occurrence**.
- d. As respects **Locations** in the **New Madrid Earthquake Zone Counties:**
xx% of the **TIV** at each **Location** involved in the loss or damage, subject to a minimum of \$xxx any one **Occurrence**.

4. **Windstorm or Hail:**

- a. \$<FILL IN> Per **Occurrence**; or
\$<FILL IN> Per **Occurrence**, Per **Location**;

except as follows in Subparagraph D.4.b.:

- b. Any loss arising out of a **Named Storm:**

1) xx% of the **TIV** at each **Location**, subject to a minimum deductible of \$xxx any one **Occurrence**; as respects **Locations** in:

XXXXXXXX (insert **Tier 1 or 2**, or as otherwise quoted).

2) xx% of the **TIV** at each **Building** or structure or outdoor property, subject to a minimum deductible of \$xxx any one **Occurrence**; as respects **Locations** in:

XXXXXXXX (insert **Tier 1 or 2**, or as otherwise quoted)

5. Wind-Driven Precipitation:

- a. \$<FILL IN> Per **Occurrence**;
- b. xx% of the **TIV** at each **Location**, subject to a minimum deductible of \$xxx any one **Occurrence**.
- c. xx% of the **TIV** at each **Building** or structure or outdoor property, subject to a minimum deductible of \$xxx any one **Occurrence**.

6. The following four paragraphs (a - d) apply to Paragraphs D.1. through D.5., inclusive:

- a. Per **Location** shall mean the sum of all reported values for Real Property, Personal Property, Time Element, and any other values for that scheduled **Location**, as per the Statement of Values on file with the Program Administrator.
- b. Per **Building** or Structure or Outdoor Property shall mean the sum of all reported values for Real Property, Personal Property, Time Element, and any other values for that scheduled **Building** or scheduled Structure or scheduled Outdoor Property, as per the Statement of Values on file with the Program Administrator.
- c. In each case of loss or damage covered by this Policy, the Companies shall not be liable unless the Insured sustains loss or damage in a single Occurrence greater than any applicable deductible described herein and then, if this is a quota share Policy, only for each Companies' share in excess of such deductible. When this Policy covers more than one Location, the deductible shall apply against the total loss or damage covered by this Policy in any one Occurrence, unless otherwise stated in this Paragraph D.
- d. If two or more peril deductible amounts provided in this Policy apply to a single Occurrence the total to be deducted shall not exceed the largest deductible applicable, unless otherwise stated in this Policy. However, if a Time Element deductible and another deductible apply to a single occurrence, then the Companies shall apply both deductibles to the Occurrence.

E. **CLAIMS REPORTING AND ADJUSTMENT COMPANY:** All claims shall be reported to and adjusted by the company stated below. See Paragraph VII.G. of the Guardian 08 21 for additional details.

Sedgwick Claims Management Services, Inc.
1833 Centre Point Circle, Suite 139, Naperville, IL 60563

For the First Notice of Loss reporting a claim, you may report it to Sedgwick via one of the following:

Website: <https://www.intake.sedgwick.com/u/CrossCover/intake>

Email: CrossCover@sedgwick.com

Phone: 855-489-1599

Failure to report a claim as soon as possible (but no later than 30 days after the date of loss) may result in a reduction in the adjusted claim payment or possibly denial of the claim.