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The following is added to Paragraph **E. Optional Coverages**:

**5. Actual Loss Sustained Within 12 Months**

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. Under Optional Coverages, Paragraphs **E.1. Maximum Period Of Indemnity**, **E.2. Monthly Limit Of Indemnity**, **E.3. Business Income Agreed Value**, and **E.4. Extended Period Of Indemnity** are deleted.
- c. Under Definitions, Paragraph **3.** is replaced by the following:

**3. "Period of restoration" means the period of time that:**

**a. Begins:**

- (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
- (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and

**b. Ends on the earlier of:**

- (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality;
- (2) The date when business is resumed at a new permanent location; or
- (3) 12 consecutive months after the time of direct physical loss or damage.

"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".