

## EXCESS ENDORSEMENT

It is understood and agreed that, notwithstanding Paragraph 1 of the **Other Insurance And Service Agreement** Condition, this policy is primary insurance underlying any excess insurance written above the limits provided by the Alabama Insurance Underwriting Association that may be in force at the time of loss.

It is further understood and agreed that if any of the following **DEDUCTIBLE** provisions are in the insuring agreement, they are deleted and replaced by the following:

### **DEDUCTIBLE**

#### **A. Fire, Lightning Or Internal Explosion**

In any one occurrence of loss or damage (hereinafter referred to as loss) resulting from Fire, Lightning or Internal Explosion, we cover only that part of any loss in excess of the FIRE deductible shown on the Policy Declarations. The applicable FIRE deductible shown on the Declarations will be subtracted from the amount of loss. We will pay the resulting amount or the limit of liability, whichever is less.

#### **B. All Other Perils Except Wind/Hail/Hurricane (AOP EC)**

In any one occurrence of loss or damage (hereinafter referred to as loss) resulting from a covered peril other than Fire, Lightning, Internal Explosion, Wind, Hail or Hurricane, we cover only that part of any loss in excess of the All Other Perils Except Wind/Hail/Hurricane (AOP EC) deductible shown on the Policy Declarations. The applicable All Other Perils Except Wind/Hail/Hurricane (AOP EC) deductible shown on the Policy Declarations will be subtracted from the amount of loss. We will pay the resulting amount or the limit of liability, whichever is less.

#### **C. Wind/Hail Percentage Deductible (Except Hurricane)**

##### **1. Definitions**

##### **a. Total Insurable Value of the Dwelling Means:**

- (1) If the policy provides replacement cost loss settlement provisions, 100% of the replacement cost of the dwelling, stated in U.S. dollars, immediately prior to the loss.
- (2) If the policy provides actual cash value loss settlement provisions, 100% of the actual cash value of the dwelling, stated in U.S. dollars, immediately prior to the loss.

##### **2. Wind/Hail Percentage Deductible (Except Hurricane)**

- a. In any one occurrence of loss or damage (hereinafter referred to as loss) resulting from Wind or Hail, we cover only that part of any loss in excess of the Wind or Hail Percentage Deductible.
- b. The applicable Wind or Hail Percentage Deductible amount is determined by multiplying the Total Insurable Value of the Dwelling by the Wind or Hail Percentage Deductible percentage shown on the Declarations. The result is the applicable Wind or Hail Percentage Deductible. The Wind or Hail Percentage Deductible amount will be subtracted from the amount of loss. We will pay the resulting amount or the Limit of Liability, whichever is less.
- c. **The Total Insurable Value of the Dwelling will be used to determine the applicable deductible.**
- d. In the event of a Wind/Hail loss other than Hurricane, this deductible will apply in place of any other deductible stated in the policy.

EXAMPLE: Limit of Liability equals \$500,000. Total Insurable Value of the Dwelling equals \$750,000. Applicable Wind/Hail Percentage Deductible (except hurricane) is five percent (5%). Applicable Hurricane Deductible applied to the loss is  $\$750,000 \times .05 = \$37,500$ .

#### **D. Hurricane Percentage Deductible**

##### **1. Definitions**

- a. Hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the hurricane:
  - (1) Begins at the time a hurricane watch or hurricane warning is issued for any part of Alabama by the National Hurricane Center of the National Weather Service;

- (2) Continues for the time period during which the hurricane conditions exist anywhere in Alabama; and
  - (3) Ends twenty-four (24) hours following the termination of the last hurricane watch or hurricane warning for any part of Alabama by the National Hurricane Center of the National Weather Service.
- b.** Total Insurable Value of the Dwelling means:
- (1) If the policy provides replacement cost loss settlement provisions, 100% of the replacement cost of the dwelling, stated in U.S. dollars, immediately prior to the loss.
  - (2) If the policy provides actual cash value loss settlement provisions, 100% of the actual cash value of the dwelling, stated in U.S. dollars, immediately prior to the loss.

## **2. Hurricane Percentage Deductible**

- a.** In any one occurrence of loss or damage (hereinafter referred to as loss) resulting from a Hurricane, we cover only that part of any loss in excess of the Hurricane Percentage Deductible.
- b.** The applicable Hurricane Percentage Deductible amount is determined by multiplying the Total Insurable Value of the Dwelling by the Hurricane Percentage Deductible percentage shown on the Declarations. The result is the applicable Hurricane Percentage Deductible. The Hurricane Percentage Deductible amount will be subtracted from the amount of loss. We will pay the resulting amount or the Limit of Liability, whichever is less.
- c.** The Total Insurable Value of the Dwelling will be used to determine the applicable deductible.
- d.** In the event of a hurricane loss, this deductible will apply in place of any other deductible stated in the policy.

EXAMPLE: Limit of Liability equals \$500,000. Total Insurable Value of the Dwelling equals \$750,000. Applicable Hurricane Deductible is five percent (5%). Applicable Hurricane Deductible applied to the loss is  $\$750,000 \times .05 = \$37,500$ .

All other policy provisions apply.