

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – MINE SUBSIDENCE – NON-RESIDENTIAL BUILDING

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The coverage form to which this endorsement applies is extended to insure against direct loss by Mine Subsidence.

A. Coverage

Paragraph **A.** is replaced by the following:

A. Mine Subsidence Coverage

We will pay for direct physical loss of or damage to Commercial Buildings at the premises described in the Mine Subsidence Schedule or in the Declarations, caused by or resulting from Mine Subsidence.

1. Covered Property

Covered Property, as used in this endorsement, means the following type of property for which a Limit Of Insurance is shown in the Mine Subsidence Schedule or Declarations:

Commercial Building – meaning any building, other than a residence, permanently affixed to realty, including:

- a. Cost of excavation, grading or fillings;
- b. The foundation, basements and footings of buildings;
- c. Septic systems directly servicing the buildings;
- d. Pilings, piers, pipes, flues and drains, all of which are underground; and
- e. Pilings which are below the low-water mark.

2. Property Not Covered

Covered Property does not include:

- a. Land, trees, plants, crops or agricultural field drainage tile;
- b. Personal Property; or
- c. Driveways, parking lots and sidewalks.

3. Covered Cause Of Loss

Mine Subsidence – meaning loss or damage caused by lateral or vertical ground movement, caused by a failure initiated at the mine level of man-made underground mines, including, but not limited to, coal mines, clay mines, limestone mines and fluorspar mines, that directly damages Commercial Buildings. Mine Subsidence does not mean lateral or vertical ground movement caused by:

- a. Earthquake, landslide, volcanic eruption;
- b. Soil conditions, soil erosion, soil freezing or thawing, improperly compacted soil, construction defects, roots of trees or shrubs; or
- c. Collapse of storm or sewer drains or rapid transit tunnels.

All loss or damage caused by a single mine subsidence event, or several mine subsidence events that are continuous, will constitute one mine subsidence occurrence.

4. Additional Coverage

Debris Removal

We will pay your expense to remove debris of Covered Property caused by or resulting from Mine Subsidence.

B. Exclusions

1. Paragraph **1.b.(3)** in the **Earth Movement** Exclusion of the Commercial Property Coverage Part and Paragraph **1.a.(3)** in the **Earth Movement** Exclusion of the Capital Assets Program (Output Policy) Coverage Part are deleted.
2. For insurance provided under the Farm Coverage Part, Paragraph **2.c.** of the **Earth Movement** Exclusion is deleted.
3. The following is added:
We will not pay for:
 - a. Indirect or consequential loss; or
 - b. Loss of use;
caused by or resulting from Mine Subsidence.

C. Limits Of Insurance

1. The **Limits Of Insurance** Section is replaced by the following:
The most we will pay for loss of or damage to any one Commercial Building caused by Mine Subsidence in any one occurrence, including debris removal, is the Limit Of Insurance for Mine Subsidence shown in the Mine Subsidence Schedule or in the Declarations, subject to **C.2.** below.

2. Regardless of any Limit of Insurance stated in this policy, including this endorsement, loss payment will not exceed the amount reinsured by the appropriate sub-fund of the Illinois Mine Subsidence Insurance Fund at the time the damage caused to the Commercial Building by Mine Subsidence first became reasonably observable, and will be further limited by the amount available in the appropriate sub-fund of the Illinois Mine Subsidence Insurance Fund to reimburse us.

D. Additional Conditions

The **Coinsurance** Additional Condition does not apply to this endorsement.

The following is added:

E. Other Insurance – Mine Subsidence

In the event of loss to any Commercial Building insured by this endorsement, in excess of the deductible amount, we shall be liable for no greater portion of such loss than the amount provided by this endorsement shall bear to all Mine Subsidence Coverage, whether collectible or not.