## People's Trust Insurance Company - Preferred Contractor Endorsement Effective 01/04/2016 for New Business & 03/01/2016 for Renewals

If "you" do not notify "us" prior to authorizing or commencing the Reasonable Repairs as described in SECTION I – PROPERTY COVERAGE E. Additional Coverages, or the repairs or services as described in the SECTION I – CONDITIONS – D. Loss Settlement and allow "us" at our option to select Rapid Response Team, LLC™ for such Reasonable Repairs, or such repairs or services, "our" obligation for the Reasonable Repairs, or the repairs or services is limited to the lesser of the following:

- a. The reasonable cost "you" incur for necessary Reasonable Repairs, or for repairs or services; or
- **b.** The amount "we" would have paid to Rapid Response Team, LLC™ selected by "us" for necessary Reasonable Repairs, repairs or services.

## D. Loss Settlement, 2. d. the following is revised:

- d. If "we" do not elect to repair, "we" will initially pay at least the actual cash value of the incurred loss less any applicable deductible. "We" will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. If a total loss of the covered dwelling occurs, if "we" do not elect to repair, we shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.
- J. Our Option 3. is deleted and replaced with the following:
  - 3. "We" will provide written notice to "you" no later than thirty (30) days after "our" inspection of the reported loss, unless factors beyond "our" control reasonably prevent "us" from doing so.
- K. Loss Payment, the following is added:
  - 4. When we have exercised our option to repair "your" damaged property pursuant to this Preferred Contractor Endorsement, we will repair the damaged property with material of like kind and quality without deduction for depreciation. Such repair is in lieu of issuing any loss payment that would otherwise be due under the policy.
- S. Appraisal, the following is added to the policy:

Where "we" elect to repair:

- 1. If "you" and "we" fail to agree on the amount of loss, which includes the scope of repairs, either may demand an appraisal as to the amount of loss and the scope of repairs. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, "you" or "we" may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss and scope of repairs. If the appraisers submit a written report of an agreement to "us", the amount of loss and scope of repairs agreed upon will be the amount of loss and scope of repairs. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss and the scope of repairs. Each party will pay its own appraiser, and bear the other expenses of the appraisal and umpire equally.
- 2. The scope of repairs shall establish the work to be performed and completed by Rapid Response Team, LLC™. Such repair is in lieu of issuing any loss payment to "you" that otherwise would be due under the policy. The amount of loss shall establish only the initial amount paid to Rapid Response Team, LLC™ by "us", and any additional amounts required to complete repairs shall be

## People's Trust Insurance Company - Preferred Contractor Endorsement Effective 01/04/2016 for New Business & 03/01/2016 for Renewals

- "our" responsibility and will be paid to Rapid Response Team, LLC™ without regard to policy limits or the amount of initial payments.
- 3. If we demanded mediation under Condition **G.** Mediation of Section I Conditions and either party rejects the mediation results, "you" are not required to submit to, or participate in, any appraisal of the loss as a precondition to an action against us.
- T. Our Duties After Loss, the following section is added to the policy:

Our duties after loss pertaining to commencement and performance of repairs are as follows:

- 1. "We" will instruct Rapid Response Team, LLC™ to furnish "you" with written documentation of current licensure as required by any applicable local, municipal, county, state, federal or governmental authority's ordinances, statutes or regulations.
- 2. "We" will instruct Rapid Response Team, LLC™ to furnish "you" with written documentation of current workers' compensation insurance and commercial general liability coverage with policy limits of no less than \$1,000,000, or in a greater amount as may be required by any applicable municipal, county, state or federal ordinances, statutes or regulations.

"We" may, at our option, assist Rapid Response Team, LLC™ by providing the documentation.

All of the provisions of your policy that are not affected by this endorsement remain unchanged.