

COMMERCIAL PROPERTY CONDITIONS (MULTINATIONAL)

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
3. **Global Difference In Conditions And Difference In Limits Coverage**
 - a. If there is other insurance issued outside of the United States of America (including its territories and possessions) and Puerto Rico covering the same loss or damage as this Coverage Part ("locally-admitted other insurance"), Paragraphs 1. and 2. above do not apply. Rather, we will pay the portion of loss or damage:
 - (1) That is covered under this Coverage Part but not covered under the locally-admitted other insurance; and
 - (2) That is excess of the applicable limit of insurance under the locally-admitted other insurance if the loss or damage is covered under both this Coverage Part and the locally-admitted other insurance; however, the amount we will pay will be reduced by the amount due from the locally-admitted other insurance, whether you can collect on it or not.
 - b. The amount we will pay under Paragraph a. above:
 - (1) Is subject to the applicable deductible under this Coverage Part;

- (2) Is subject to, and will not increase, the applicable limit of insurance under this Coverage Part; and
 - (3) Except as may be provided under your Coinsurance Deficiency coverage, does not include any loss that you sustain as a result of the application of a coinsurance or average clause in the locally-admitted other insurance or the difference between the amount recoverable under the locally-admitted other insurance and the total amount of the loss that would have been recoverable under such locally-admitted other insurance without the application of a coinsurance or average clause contained in the locally-admitted other insurance.
- c. The provisions contained in Paragraphs **a.** and **b.** above apply regardless of whether:
- (1) The locally-admitted other insurance contains a provision making it excess or contributory; or
 - (2) The entire loss or damage would be covered under this Coverage Part in the absence of this endorsement.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

- 1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
- 2. The coverage territory is anywhere in the world other than The United States of America (including its territories and possessions), Puerto Rico or a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- 1. Prior to a loss to your Covered Property or Covered Income.
- 2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.