LANDLORD RENT DEFAULT INSURANCE

POLICY EXCLUSIONS EXTRACT

II. EXCLUSIONS

We will not pay for any “loss of rent” arising out of or resulting from any of the following:

A. Fraud by you, as it relates to this Coverage Part, at any time. We will also not pay if, at any time, you or the “designated agent” intentionally conceals or misrepresents any material fact concerning:

1. This coverage; or

2. The “rental unit”; or

3. Any “lease”; or

4. Your interest in any “lease”; or

5. Any “tenant”; or

6. Any claim under this coverage.

B. A “tenant’s default” arising out of or resulting from a “tenant’s” inability to occupy or access a “rental unit” as a direct result of:

1. Physical damage to the “rental unit” or any adjacent premises; or

2. The failure by you or an “authorized party” to comply with the terms of the “lease” for the “rental unit”; or

3. The failure by you or an “authorized party” to comply with any law or regulation governing the rights and obligations of landlords and tenants; or

4. Circumstances constituting a constructive eviction as such term is defined by applicable law; or

5. Non-compliance of the “rental unit” with building codes.

C. A “tenant’s default” resulting from intentional acts that you or an “authorized party” commit, whether acting alone or in collusion with others.

D. Any “loss of rent” arising after the “lease expiration.”

E. A “tenant’s default” where:

1. The “tenant’s default” arises out of or results from:

a. Natural disaster; or

b. Any epidemic or pandemic declared by the Centers for Disease Control; or

c. Nuclear, biological, chemical or radioactive contamination; or

d. War, insurrection, riot or civil commotion; or

e. Any other catastrophic event; or

2. The “rental unit” is located in a county or in a “metropolitan area” that is subject to any:

a. “Business closure order” related to any of the items listed in **E.1.a.-E.1.e.** above; but only if the “tenant’s default” occurs during the “business closure order exclusion period”; or

b. “Governmental order” that prohibits payment or collection of “monthly rent” and does not provide for any financial assistance to landlords; but only if the “tenant’s default” occurs during the effective period of such “governmental order.”

“Business closure order” means any “governmental order” that requires the closure of all businesses within a defined geographic area that provide recreational or discretionary goods and services, including, but not limited to, shopping malls, theaters, casinos, fitness and exercise gyms, spas, barber shops, hair salons, tattoo and piercing parlors, restaurants, and bars. A “business closure order” does not mean a “governmental order” that applies solely to a single business entity or location or places restrictions or safety requirements on how businesses may operate without requiring such business to close to the public.

“Business closure order exclusion period” means a period beginning on the effective date of a “stay at home or shelter in place order” and ending forty-five (45) calendar days after the expiration of such order.