

JOINT LOSS AGREEMENT

with respect to insurance provided by this policy, it is agreed that:

A. If at the time of loss there is in existence a policy(ies) issued by either this company or by a boiler and machinery insurance company which may cover the same property or cover the location at which the property subject to loss is situated; and

B. If there is a disagreement between the companies under this policy and such other contract either as to:

(1) Whether such damage or destruction was caused by a peril insured against by this policy or be an accident insured against by such boiler and machinery insurance policy; or

(2) The extent of participation of this policy and of such boiler and machinery insurance policy in a loss which is insured against, partially or wholly, by any one or all of said policies;

This company shall, upon written request of the insured, pay to the insured one-half of the amount of the loss which is in disagreement, but in no event more than this company would have paid if there had been no boiler and machinery insurance policy in effect, subject to the following conditions:

(1) The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by the insured and the companies is limited to the minimum amount remaining payable under either the boiler and machinery or this policy(ies);

(2) The boiler and machinery insurance company shall simultaneously pay to the insured at least one-half of said amount which is in disagreement;

(3) The payments by the companies hereunder and acceptance of the same by the insured signify the agreement of the companies to submit to and proceed with arbitration within ninety (90) days of such payments; the arbitrators shall be three in number, one of whom shall be appointed by the boiler and machinery insurance company, one of whom shall be appointed by this company, and the third of whom shall be appointed by consent of the other two; the decision by the arbitrators shall be binding on the companies and that judgement upon such award may be entered in any court of competent jurisdiction;

(4) The insured agrees to cooperate in connection with such arbitration but not to intervene therein;

(5) The provisions shall not apply unless such other policy issued by the boiler and machinery insurance company is similarly endorsed;

(6) Acceptance by the insured of sums paid pursuant to the provisions, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of the insured against any of the companies.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attached to and forming a part of policy number	issued by: North Shore Management
issued to:	
effective date:	BY: _____ AUTHORIZED REPRESENTATIVE