

AMENDATORY ENDORSEMENT ALASKA

1. Under Definitions, the definition of pollutant is deleted and replaced by the following:

"Pollutant" means:
 - a. any solid, liquid, gaseous, or thermal irritant or contaminant; or
 - b. waste, including materials to be disposed of as well as recycled, reclaimed, or reconditioned.
2. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

All costs that "you" are required to pay as a result of any "suit" "we" defend, includes attorney's fees for which "you" are liable under Alaska Rule of Civil Procedure 82:
3. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

Coverage Limitation - Attorney's Fees --
When coverage is provided at a "limit" of \$1,000,000 or more, "we" do not pay attorney's fees under Alaska Rule of Civil Procedure 82, after "we" have paid the "limit" for damages and defense costs as a result of a judgment or written settlement. When "we" pay attorney's fees under Alaska Rule of Civil Procedure 82, "we" will not pay that portion of any attorney fees that is in excess of fees calculated by applying the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) to the "limit" that applies.

When coverage is provided at a "limit" of less than \$1,000,000, "we" do pay attorney's fees awarded against "you" under Alaska Rule of Civil Procedure 82 in addition to the applicable "limit". For such fees, "we" will pay that portion of any attorney's fees that does not exceed the amount calculated by applying the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) to the "limit" that applies, or \$10,000, whichever is greater.
4. Under Perils Excluded, the first paragraph of item 1. is deleted and replaced by the following:

"We" will not pay for loss or damage caused directly by the following. A loss may be caused by a chain of causes. If a covered peril is the dominant cause of such a loss, "we" will not deny coverage on the basis that a secondary cause in that chain is not a covered peril.
5. The following applies to the Delay In Completion Coverage Part:

Under Coverage Extensions, the Ordinance Or Law Coverage Extension is deleted.
6. In the Delay In Completion Coverage Part, under Additional Perils Excluded, the second paragraph is deleted and replaced by the following:

"We" do not pay for any additional expenses, costs, or losses due to any increase in the "delay period" caused directly by one or more of the following excluded causes or events. A loss may be caused by a chain of causes. If a covered peril is the dominant cause of such a loss, "we" will not deny coverage on the basis that a secondary cause in that chain is not a covered peril.
7. Under What Must Be Done In Case Of Loss and What Must Be Done In Case Of Personal Data Compromise, if applicable, Examination is deleted and replaced by the following:

Examination -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately from each person and not in the presence of the others. Before "you" are examined under oath, "we" must inform "you" of "your" right to counsel.

8. Under How Much We Pay, Insurance Under More Than One Policy, Excess Amount is deleted and replaced by the following:

Excess Amount -- If the insurance under another policy provides more specific coverage for any property that is also covered by this policy or if the insurance under another policy covers the property of others that is also covered by this policy, "we" will pay only for:

- 1) the amount of covered loss in excess of the amount due from that other policy; and
- 2) the deductible amount of that other policy;

whether "you" can collect on that other policy or not. However, "we" will not pay more than the applicable "limit".

9. Under Loss Payment, Your Losses, Conditions For Payment Of Loss is amended to include the following:

However, if there is a dispute regarding the amount of the loss, "we" will pay any undisputed portion of the claim within 30 days after a satisfactory proof of loss is received. Any additional amount due will be payable within 30 days after the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

10. Under Other Conditions, Appraisal is deleted and replaced by the following:

Appraisal -- If "you" and "we" do not agree as to the value of the property or the amount of the loss, "you" and "we" will each select a competent appraiser within ten days after receiving a written request from the other. The two appraisers will select a competent, impartial umpire. If they do not agree on an umpire, the two appraisers will ask a judge of a court of record of the state of Alaska to make the selection.

The written agreement of any two of these three will be binding and set the amount of the loss. Unless the time period has been

extended by the umpire, this amount will be provided no later than 15 days after the umpire has been chosen.

"You" will pay the expense of "your" appraiser and "we" will pay for "ours". All other expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal will be paid as determined by the umpire.

11. Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud -- "We" do not provide coverage for an "insured" who has:

- a. willfully concealed or misrepresented:
 - 1) a material fact or circumstance with respect to this insurance; or
 - 2) an "insured's" interest herein.
- b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

However, this condition applies only if "we" would not have issued this policy or would have issued this policy subject to different "terms" if the above facts had been known to "us".

12. In all coverage forms except Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, paragraph b. of Suit Against Us is deleted and replaced by the following:

- b. the suit has been brought within three years after the date that the claim was denied.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.