

## AMENDATORY ENDORSEMENT KANSAS

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

**Appraisal** -- The Appraisal condition that follows describes a voluntary procedure that applies only if "you" and "we" mutually agree to follow it.

If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may request that these amounts be determined by appraisal.

If both parties agree to the appraisal, each party will select a competent, independent appraiser and will notify the other of the appraiser's identity within 20 days of mutually agreeing to the appraisal. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three is binding on all parties.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

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

**Misrepresentation, Concealment, Or Fraud** -- "We" do not cover a loss if, before or after a loss, "you" have or any other insured:

- a. has knowingly made, with intent to commit fraud, a written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement containing materially false information that relates to an insurance application, rating, claim, or coverage; or
- b. has concealed, for the purpose of misleading, information concerning any fact material to an insurance application, rating, claim, or coverage.

3. 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 must be brought within five years after the loss.

4. In the Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage forms, if applicable, under Other Conditions, Suit Against Us is amended to include the following:

No one has the right under this coverage to join "us" as a party or otherwise bring "us" into a legal action asking for damages from "you". Legal action may be brought against "us" to recover an agreed upon settlement on a final judgment award, subject to the "terms" of this coverage.

5. In the Data Compromise Coverage form, paragraph b. of Legal Action Against Us is deleted and replaced by the following:
  - b. the suit must be brought within five years after "you" first have knowledge of the "personal data compromise".

6. In the Builders' Risk Coverage forms, under Other Conditions, Carriers For Hire is deleted and replaced by the following:

**Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the value of the covered property.

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