

AMENDATORY ENDORSEMENT LOUISIANA

1. Under Definitions, the definition of "fungus", if included in the coverage form, is deleted and replaced by the following. If no definition of "fungus" is included in the coverage form, the following definition is added and applies whether or not the word is in quotation marks:

"Fungus" means:

- a. a fungus, including but not limited to mildew and mold;
- b. a protist, including but not limited to algae and slime mold;
- c. wet rot and dry rot; or
- d. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, or dry rot, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

2. Under Definitions, the definition of "pollutant", if applicable, is amended to delete paragraph b.

3. Under Definitions, the definition of "suit", if applicable, is deleted and replaced by the following:

"Suit" means a judicial proceeding that has been set up to determine liability and damages for loss to property of others that consists of covered property that is in "your" care, custody, or control. Judicial proceedings also include arbitration proceedings.

4. The following applies to IM 7001, IM 7003, IM 7004, IM 7150, IM 7151, IM 7300, IM 7302, IM 7303, IM 7315, IM 7316, IM 7350, IM 7351, IM 7400, IM 7401, IM 7402, IM 7450, IM 7500, IM 7501, IM 7502, IM 7503, IM 7504, IM 7505, IM 7550, IM 7600, IM 7601, IM 7650, IM 8100, and IM 8101.

Under Perils Excluded, Contamination Or Deterioration is amended to include the following:

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

5. Under Perils Excluded, Criminal, Fraudulent, Dishonest, Or Illegal Acts, if applicable, is amended to include the following:

However, with respect to fire loss that results from wrongful or malicious acts committed by an insured, this exclusion does not apply to an otherwise covered loss suffered by any other insured who did not cooperate in or contribute to the act that caused the loss.

Subject to all other "terms" of this policy, "our" payment to an insured who did not cooperate in or contribute to the act that caused the fire loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property.

6. Under What Must Be Done In Case Of Loss, the first paragraph of Proof Of Loss is deleted and replaced by the following:

Proof Of Loss -- "You" must give "us" a signed, sworn proof of loss.

If the loss arises from a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, and the damaged covered property is within the area covered by such declaration, the proof of loss must be given to "us" within 180 days after the date of "our" request, the date that the declaration of emergency ends, or the date that "you" are allowed access to "your" property by civil authorities, whichever is later.

In all other cases, the proof of loss must be given to "us" within 60 days after "our" request.

The proof of loss must include the following information:

7. Under Valuation, Replacement Cost, if applicable, is amended as follows:

Under Replacement Cost Limitation(s), the words "similar materials", wherever they appear, are deleted and replaced by the words "material of like kind and quality".

8. In the Renewable Energy Generating Equipment Coverage form, under Valuation, Functional Replacement is deleted and replaced by the following:

Actual Cash Value -- When Actual Cash Value is indicated on the "schedule of coverages", the value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation).

9. Under How Much We Pay, Loss Settlement Terms, the words "to the extent practical" are deleted, wherever they appear.

10. Under Loss Payment, Loss Payment Options, item 3) of Our Options is deleted and replaced by the following:

- 3) rebuild, repair, or replace the property with other property of like kind and quality within a reasonable time; or

11. Under Loss Payment, Your Losses, Conditions For Payment Of Loss is deleted and replaced by the following:

Conditions For Payment Of Loss -- An insured loss will be payable 30 days after a satisfactory proof of loss is received. 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 after the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

12. Under Other Conditions, Appraisal is amended to include the following:

This provision is non-binding on both parties and will apply only if "you" and "we" voluntarily agree to appraisal; and is subject to the jurisdiction of a court of record of the state in which the appraisal is pending.

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

Misrepresentation, Concealment, Or Fraud -- This coverage is void if, when applying for coverage, the insured, with intent to deceive, has made a false statement that is material to the risk.

- a. Except for loss caused by fire, "we" do not provide coverage for any insured if any insured has, with intent to deceive, before or after a loss:

- 1) willfully concealed or misrepresented:

- a) a material fact or circumstance that relates to this insurance or the subject thereof; or
b) the insured's interest herein; or

- 2) committed fraud or sworn falsely with regard to a matter that relates to this insurance or the subject thereof.

- b. For loss caused by fire, "we" do not provide coverage for the insured who has, with intent to deceive, before or after a loss:

- 1) willfully concealed or misrepresented:

- a) a material fact or circumstance that relates to this insurance or the subject thereof; or
b) the insured's interest herein; or

- 2) committed fraud or sworn falsely with regard to a matter that relates to this insurance or the subject thereof.

14. In all coverage forms except Accounts Receivable, Museum Collection Coverage, and Museum Collection Coverage - Fine Art Comprehensive Form under Other Conditions, Recoveries is amended as follows:

Paragraph c. is deleted and paragraph e. is deleted and replaced by the following:

- e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will first be used to fully compensate "you", any remaining recovery will be "ours".

15. In the Museum Collection Coverage form and Museum Collection Coverage - Fine Art Comprehensive Form under Other Conditions, Recoveries is amended as follows:

Paragraph c. is deleted and paragraph e. is deleted and replaced by the following:

- e. **We Will Compensate You** -- If the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will first be used to fully compensate "you", any remaining recovery will be "ours".

16. Under Other Conditions, Subrogation is deleted and replaced by the following:

Subrogation -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. However, "our" right to recover is subordinated to "your" right to be fully compensated.

"You" may waive "your" right to recover from others in writing before a loss occurs.

If "we" pay an innocent insured for a fire loss that results from a wrongful or malicious act committed by another insured, the innocent insured cannot waive his or her right to recover. "We" retain all rights set forth by this Subrogation condition with regard to "our" right to recover, up to the amount "we" pay

the innocent insured. An innocent insured is one who did not cooperate in or contribute to a wrongful or malicious act committed by another insured that caused the loss.

17. 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 a. of Suit Against Us is deleted and replaced by the following:

- a. the "terms" of this coverage have been complied with; and

18. 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 deleted and replaced by the following:

Suit Against Us -- A "suit" may be brought against "us" to recover on, including but not limited to:

- a. a final judgment against an insured; or
b. a written agreement by the insured, the claimant, and "us".

"We" will not be liable for any damages that are not payable under the "terms" of this coverage, or in excess of the applicable "limit" of insurance.

19. Under Other Conditions, the following condition is added:

Rehabilitation Or Liquidation -- No premium will be payable to "us" when "you" receive notice of an injunction or order of rehabilitation or liquidation under the provisions of Louisiana Statute R.S. 22:737.1.