

## AMENDATORY ENDORSEMENT OREGON

1. 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 send "us", within 90 days after "our" request, a signed, sworn proof of loss. This must include the following information:

2. What Must Be Done In Case Of Loss is amended to include the following provision:

**Notice Of Our Intent** -- Unless "we" need more time to investigate "your" claim, "we" will give "you" notice of "our" intent to accept or deny "your" claim within 30 days after receipt of a duly executed proof of loss.

If "we" deny "your" claim, "we" will give "you" written notice of "our" denial. "Our" notice will identify any provision of this policy on which the denial is based.

If "we" need more time to investigate "your" claim, "we" will give "you" notice of "our" need for more time within 30 days after receipt of a duly executed proof of loss. "Our" notice will state why more time is needed.

If "our" investigation cannot be completed within 45 days of the date of "our" initial notice, "we" will give "you" written notice to state why more time is needed. "We" will give "you" such notice within 45 days of the date of "our" initial notice.

"We" will continue to give "you" written notice every 45 days thereafter to state why more time is needed until "we" give "you" notice of "our" intent to accept or deny "your" claim.

3. 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.

4. Under Other Conditions, Misrepresentation, Concealment, or Fraud is amended to include the following:

All statements made by or on "your" behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under the policy unless:

- a. the statements are contained in a written application; and
- b. a copy of the application is endorsed upon or attached to the policy when issued.

In order to use any representation by or on "your" behalf in defense of a claim, "we" must show that the representations were material and that "we" relied on them.

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