

## AMENDATORY ENDORSEMENT SOUTH DAKOTA

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

2. If this policy is issued to cover real property, under How Much We Pay, the following is added:

**Total Loss, Real Property** -- In the event of a total loss to covered real property caused by fire, tornado, or lightning, and in the absence of fraud on the part of the insured or an insured's assignee, the "limit" for a covered building or structure represents its value, subject to the following:

- a. If the loss occurs within 90 days after the policy is issued or within 90 days after the "limits" are increased by 25% or more at "your" request, the most "we" will pay is the smallest of the following amounts:
- 1) the amount determined under Valuation;
  - 2) the cost to repair or replace the damage on the same premises using materials of like kind and quality, to the extent practical; or
  - 3) the "limit" that applies.

This does not apply to unchanged renewal policies, or to policies which are being converted to replacement cost from a lesser form and upon which there is a written agreement between "you" and "us" that the policy will be written on a valued basis.

- b. If the claim is for loss of property that is identified as Builder's Risk property, the most "we" will pay is the actual value of that portion of construction completed at the time of the fire, tornado, or lightning loss.

- c. If the claim is for loss of an appurtenant or separate structure for which a specific description and "limit" are not shown in the policy, the most "we" will pay for such loss is the actual cash value or replacement cost of the structure depending on the policy provisions that apply to that structure.

- d. If the claim is for loss to any building which is insured on a blanket basis with one amount covering two or more buildings, the most "we" will pay for such loss is the actual cash value or replacement cost of the structure depending on the policy provisions that apply to that structure.

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

This condition is non-binding on both parties and will apply only if "you" and "we" voluntarily agree to appraisal.

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

**Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless the suit has been brought within 6 years after "you" first have knowledge of the loss.

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

5. In the Data Compromise Coverage, under Other Conditions, Legal Action Against Us is deleted and replaced by the following:

**Legal Action Against Us** -- No one may bring a legal action against "us" under this coverage unless the suit has been brought within 6 years after "you" first have knowledge of the "personal data compromise".

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

6. In the 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, Suit Against Us is deleted and replaced by the following:

**Suit Against Us** -- No person has a right under this coverage to join "us" or implead "us" in actions that are brought to determine an insured's liability.