

AMENDATORY ENDORSEMENT WASHINGTON

1. Under Definitions, the definition of "volcanic action", if applicable, is deleted and replaced by the following:

"Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It includes the cost to remove the initial deposit of ash, dust, or particulate matter that causes direct physical loss to the covered property. It does not include subsequent deposits arising from the movement of volcanic dust or ash by wind or other means.
2. Under Perils Excluded, the first paragraph of item 1. is deleted and replaced by the following:

"We" do not pay for loss or damage caused by any of the following excluded events. Loss or damage will be considered to have been caused by an excluded event if that event directly and solely results in loss or damage, or initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.
3. In the Renewable Energy Generating Equipment Coverage form, under Perils Excluded, the second paragraph of item 3. is deleted and replaced by the following:

"We" do not pay for loss or additional expenses due to any increase in the "interruption period" caused by any of the following excluded events. Loss or additional expenses will be considered to have been caused by an excluded event if that event directly and solely results in loss or additional expenses, or initiates a sequence of events that results in loss or additional expenses, regardless of the nature of any intermediate or final event in that sequence.
4. 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. Additional expenses, costs, or losses will be considered to have been caused by an excluded event if that event directly and solely results in additional expenses, costs, or losses, or initiates a sequence of events that results in additional expenses, costs, or losses, regardless of the nature of any intermediate or final event in that sequence.
5. Under Valuation, Actual Cash Value, if applicable, is amended to include the following:

Actual cash value may include a deduction for depreciation or an adjustment for appreciation, however caused.
6. Under Valuation, Replacement Cost, if applicable, is amended as follows:

The words "similar materials", wherever they appear, are deleted and replaced by the words "new materials of like kind and quality".
7. Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud -- This coverage is void if before or after a loss:

 - a. any insured has intentionally concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or

- 2) the insured's interest herein.
 - b. there has been fraud or false swearing by any insured with regard to a matter that relates to this insurance or the subject thereof.
8. Under Other Conditions, Recoveries is amended to include the following:
- The Recoveries provision does not apply to a recovery that results from subrogation against others.
9. In the Data Compromise Coverage form, under Other Conditions, Right Of Recovery is amended to include the following:
- If an insured assigns to "us" the right of recovery under this provision and "we" recover from another party, "we" will make the insured whole before recovering for "our" loss.

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

Subrogation -- If "we" pay under this policy, "we" may require from an insured an assignment of the rights of recovery. "We" are not liable for a loss if an insured impairs "our" right to recover. "You" may waive "your" right to recover, in writing, before a loss occurs, without voiding coverage. If "we" pay a loss to or for an insured and the insured recovers from another party for the same loss, the insured will reimburse "us" as provided under Recoveries. If an insured assigns to "us" the rights of recovery under this provision and "we" recover from another party, "we" will make the insured whole before recovering for "our" loss.

11. Under Reporting Conditions, if applicable, Premium Computation And Adjustment is amended to include the following:

The minimum premium is not subject to a refund unless "we" cancel the policy.