

AMENDATORY ENDORSEMENT WISCONSIN

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. Under Coverage Extensions, Debris Removal, if applicable, You Must Report Your Expenses is deleted and replaced by the following:

You Must Report Your Expenses -- "We" do not pay any expenses unless they are reported to "us" in writing within 20 days from the date of direct physical loss to covered property. Failure to report such expenses to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to report such expenses within the specified time and the expenses were reported as soon as reasonably possible and within one year after the time period specified above.

3. Under Supplemental Coverages, Pollutant Cleanup And Removal, if applicable, Time Limitation is deleted and replaced by the following:

Time Limitation -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 20 days from the date the covered peril occurs. Failure to report such expenses to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to report such expenses within the specified time and the expenses were reported as soon as reasonably possible and within one year after the time period specified above.

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

However, if a loss results from an act of, or pattern of, abuse or domestic abuse committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured, provided:

- a. the other insured did not cooperate in or contribute to the creation of the loss or damage; and
- b. the person who committed the act is criminally prosecuted.

"Our" payment will be limited to the claimant's insurable interest less payments made to a mortgagee or other party with a legal secured interest in the property. "We" retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

5. In What Must Be Done In Case Of Loss, item a. under Notice is deleted and replaced by the following:

- a. give "us" or "our" agent notice, including a description of the property involved, as soon as reasonably possible ("we" may request written notice); and

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

"You" must send "us", within 20 days after "our" request, a signed, sworn proof of loss. Failure to provide such proof of loss to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to provide such proof of loss within the specified time and the proof of loss was provided as soon as reasonably possible and within one year after the time period specified above. The proof of loss must include the following information:

7. Under How Much We Pay, Insurance Under More Than One Policy, Excess Amount is deleted.

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

Misrepresentation, Concealment, Or Fraud --

- a. The coverage provided by this policy is void as to "you" and any other insured if, before or after a loss:

- 1) "you" or any other insured have willfully concealed or misrepresented:
 - a) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - b) "your" interest herein; or
- 2) there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

- b. No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects "our" obligation under this coverage unless "you" or any other insured who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:

- 1) "we" rely on the misrepresentation or breach of affirmative warranty and it is either material or it is made with intent to deceive; or
- 2) the fact misrepresented or falsely warranted contributes to the loss.

- c. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage unless it exists at the time of the loss and:

- 1) increases the risk at the time of the loss; or
- 2) contributes to the loss.

This does not apply to nonpayment of premium.

9. Under Other Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

10. 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 only, under Other Conditions, Suit Against Us is deleted.