

AMENDATORY ENDORSEMENT KANSAS

1. Throughout this policy, determination of actual cash value may include a deduction for depreciation.

The following provisions amend forms DP 0001, DP 0002, and DP 0003:

2. Under Property Coverages, General Exclusions, Earth Movement, item 1) is deleted and replaced by the following:
 - 1) "We" do not pay for loss caused by earth movement whether the earth movement results from a natural cause, a man-made cause, or a combination of natural and man-made causes.

3. Under How Much We Pay For Loss, the following is added:

In the event that covered real property is wholly destroyed by fire or lightning or, if covered by this policy, windstorm, all without criminal fault on the part of the insured or the insured's assignees, "we" pay the "limit" that applies to such property.

4. Under Payment Of Loss, Your Property is deleted and replaced by the following:

Your Property -- "We" adjust each loss with "you". "We" pay a covered loss within 30 days after an acceptable proof of loss is received and:

- a. "we" reach an agreement with "you";
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with "us".

Payment is made to "you" unless a loss payee or some other person or entity is named in the policy or is legally entitled to receive payment.

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

Misrepresentation, Concealment, Or Fraud -- "We" do not provide coverage to "you" or any other insured if, before or after a loss, "you" have, or any other insured has:

- a. knowingly and with intent to defraud:
 - 1) presented;
 - 2) caused to be presented; or
 - 3) prepared with knowledge or belief that it will be presented:

to or by "us", a broker, or any agent thereof any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of, this policy or a claim for payment or other benefit under this policy that such person knows to contain materially false information concerning any fact material thereto; or

- b. concealed, for the purpose of misleading, information concerning any fact material to the issuance of, or the rating of, this policy or a claim for payment or other benefit under this policy.

This condition applies even with respect to an insured who was not involved in the statement or communication made with the intent to defraud or the concealment of information concerning any material fact.

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

Suit Against Us -- No suit may be brought against "us" unless:

- a. all of the "terms" of the property coverages provided by this policy have been fully complied with; and
- b. the suit is brought within five years after the date on which direct physical loss or damage occurred.

The following provisions amend form GL 0605:

7. Under Conditions, Misrepresentation, Concealment, or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, or Fraud -- This coverage is void as to "you" and any other "insured" if, before or after a loss, "you" have, or any other "insured" has:

- a. knowingly and with intent to defraud:
- 1) presented;
 - 2) caused to be presented; or
 - 3) prepared with knowledge or belief that it will be presented:

to or by "us", a broker, or any agent thereof any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of, this policy or a claim for payment or other benefit under this policy that such person knows to contain materially false information concerning any fact material thereto; or

- b. concealed, for the purpose of misleading, information concerning any fact material to the issuance of, or the rating of, this policy or a claim for payment or other benefit under this policy.

8. Under Conditions, Subrogation, the following is added:

Subrogation does not apply to Coverage M -- Medical Payments.

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