

## AMENDATORY ENDORSEMENT

The following amendments apply only if the applicable coverage(s) or form(s) is/are shown on the declaration page:

### INCIDENTAL LIABILITY COVERAGES

On Form GL-100, Incidental Liability Coverages, the entire section of Incidental Liability Coverages is deleted.

### EXCLUSIONS THAT APPLY TO ALL COVERAGES

On Form GL-100, Exclusions that Apply to All Coverages, Item 6.d. is deleted.

### SEXUAL MOLESTATION AND PUNITIVE DAMAGE EXCLUSION

On Form GL-100, Exclusions that Apply to All Coverages, the following is added:

12. We do not pay for:
  - a. Any punitive damages:
  - b. Any injury sustained by a person arising out of or resulting from sexual abuse, physical abuse or molestation of persons by—
    1. Any insured,
    2. Any employee of any insured, or
    3. Any volunteer of any insured.

### INSURANCE UNDER MORE THAN ONE POLICY

On Form GL-100, page 10, Items 5.a. and 5.b. are deleted.

### EXCLUSIONS THAT APPLY TO ALL COVERAGES

On Form GL-100, page 6, Item 3 is deleted and replaced by the following:

We do not pay for bodily injury or property damage that arises out of the rendering or the failure to render a professional service.

### MOBILE EQUIPMENT

On Form GL-100, page 5, the first paragraph, "We pay all sums for which an insured is legally liable for bodily injury or property damage resulting from mobile equipment, including attached equipment and machinery." is deleted and replaced by the following:

We pay all sums for which an insured is legally liable for bodily injury or property damage resulting from mobile equipment, including attached equipment and machinery only when the bodily injury or property damage occurs on the insured premises.

### CAUSATION CLARIFICATION

On Form GL-100, Exclusions That Apply To All Coverages, the following Item 13 is added:

13. We do not pay for loss if one or more of the "specified exclusions" apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

### OTHER PROPERTY COVERAGE CONDITIONS

Suit Against Us—The suit provision in the General Conditions section is amended to provide that suit must be commenced within 60 months after the loss.

### MORTGAGEE NONRENEWAL NOTIFICATION

The mortgage provision in the General Conditions section is amended to add the following:

If we elect to cancel or nonrenew this policy in accordance with the provisions of this policy, a copy of the written notice of cancellation or nonrenewal to the insured shall be furnished to the mortgagee (or trustee) named in this policy.

### EFFECTIVE TIME

The agreement provision of the General Conditions section is amended to add the following:

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

### ACTUAL CASH VALUE

The definitions provision of the General Conditions section is amended to include the following:

**ACTUAL CASH VALUE:** Whenever used in this policy, the term "Actual Cash Value" shall mean the amount which it would cost to repair or replace, including labor, material and taxes, covered property with material of like kind and quality, less allowance for physical deterioration, obsolescence, and depreciation.

### CONDITIONS SUSPENDING OR RESTRICTING INSURANCE

The Other Property Coverage Conditions under the General Conditions section is amended to include the following:

Unless otherwise provided in writing added hereto, this company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured. This exclusion does not alter the company's obligation to the mortgagee or trustee nor does it alter the mortgage clause in any way.

### LOSS PAYMENT

On Form CP-100, page 3 under sub-section entitled Our Options—We have the following options: The last paragraph, "We must give you notice of our intent to rebuild, repair or replace within 30 days after receipt of a duly executed proof of loss." is deleted and replaced by the following:

We must give you notice of our intent to rebuild, repair or replace within 60 days after receipt of a duly executed proof of loss.

### CANCELLATION

The cancellation provision of this policy is amended as follows:

We may cancel this policy, or one or more of its parts, by giving the named insured written notice before the cancellation is to take effect. The notice will state the reasons for cancellation and must be given:

- a. Not less than 10 days before the cancellation is to take effect when the cancellation is for non-payment of premium; or
- b. Not less than 30 days before the cancellation is to take effect when the policy has been in effect less than 90 days and the reason for cancellation is not non-payment of premium; or
- c. Not less than 60 days before the cancellation is to take effect when the policy has been in effect 90 days or more and the reason for cancellation is not non-payment of premium.

If this policy has been in effect 90 days or more, we may cancel this policy only if one or more of the following reasons apply:

- a. Non-payment of premium;
- b. The policy was issued because of a material misrepresentation;
- c. Any insured violated any of the material terms and conditions of the policy;
- d. Unfavorable underwriting factors, specific to the insured, exist that were not present at the inception of the policy;
- e. A determination by the commissioner that continuation of coverage could place the insurer in a hazardous financial condition or in violation of the laws of this state; or
- f. A determination by the commissioner that the insurer no longer has adequate reinsurance to meet the insurer's needs.

**Nonrenewal**—If we decide not to renew this policy, we will give the named insured written notice of nonrenewal and the reason for nonrenewal at least 60 days prior to the policy expiration date.

### DEBRIS REMOVAL

On Form CP-12, Building and Personal Property Coverage Part, under Property Covered, the section on debris removal is deleted and replaced by the following:

#### DEBRIS REMOVAL

- a. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the date of direct physical loss of damage.
- b. The most we will pay under this Coverage is 25% of:
  - (1) The amount we pay for the direct loss of damage; plus
  - (2) The deductible in this policy applicable to that loss or damage.
- c. This Coverage does not apply to costs to:
  - (1) Extract "pollutants" from land or water; or
  - (2) Remove, restore or replace polluted land or water.

### COMMUNICABLE DISEASE EXCLUSION

We do not pay for any loss that arises out of the transmission of a communicable disease by an insured.