

## Allianz Global Corporate & Specialty®

This endorsement changes the policy

**PLEASE READ THIS CAREFULLY**

### **AMENDATORY ENDORSEMENT - NEW YORK**

1. Under Definitions, the definition of "pollutants" is deleted and replaced by the following:
 

"Pollutants" means:

  - a. any solid, liquid, gaseous, or thermal irritant or contaminant; or
  - b. waste including materials to be disposed of as well as recycled, reclaimed, or reconditioned.
  
2. Under Loss Conditions, C. Duties in the Event of Loss, item 2. is deleted and replaced by the following:
 

2. In case of loss, you or someone acting on your behalf must give us or any of our agents in the state prompt notice, including sufficient information to identify you, the property insured, and the time and place of the loss or damage. You must also file with us or our agent, a detailed sworn proof of loss within ninety (90) days following the loss or damage. We will supply you with the necessary forms.
  
3. If this policy is issued to cover real property, under Loss Conditions, E. Loss Payment, the following provision is added:
 

**Estimate Of Damages To Real Property** -- If, in the process of adjusting a claim, we have prepared an estimate of damages to real property or had such an estimate prepared for our own purposes, you may request a copy. If you request it, we will provide a copy of the estimate to you, or to someone else you designate in writing, within 30 days after your request or within 30 days after the estimate is prepared, whichever is later.
  
4. Under General Conditions, Concealment, Misrepresentation, or Fraud is deleted and replaced by the following:
 

**Concealment, Misrepresentation, or Fraud**  
This policy is void if, when applying for coverage and as an inducement to issue the policy, you or someone you authorize,
  
- misrepresented to us a past or present fact that is material to the risk.  
We do not provide coverage for an insured who has, before or after a loss:
  - a. willfully concealed or misrepresented:
    - 1) a material fact or circumstance with respect to this insurance; or
    - 2) an insured's interest herein; or
  - b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

No misrepresentation will be considered material unless our knowledge of the facts misrepresented would have led us to refuse to issue the policy.
  
5. Under B. Exclusions, the Nuclear Hazard Exclusion is deleted and replaced by the following:
 

d. Nuclear Hazard  
Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.
  
6. Under B. Exclusions, the Fungi, Wet Rot and Dry Rot Exclusion is deleted. The following exclusion is added:
 

We will not pay for loss or damage caused by or resulting from "fungi", wet rot or dry rot. However, this exclusion does not apply when "fungi", wet rot or dry rot results from a Covered Cause of Loss.