

# Allianz Global Corporate & Specialty®

This endorsement changes the policy

**PLEASE READ THIS CAREFULLY**

## **AMENDATORY ENDORSEMENT TEXAS**

This mandatory endorsement must be attached to all Texas policies.

to your best knowledge and belief:

1. Business day, when used in this endorsement, means a day other than Saturday, Sunday, or a holiday recognized by the state of Texas.
  2. Under Definitions, if applicable, 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.
  3. Under Loss Conditions, C. Duties in the Event of Loss, item 1. is deleted and replaced by the following:
    1. You must promptly notify the police if the loss may have been the result of a violation of the law.
  4. Under Loss Conditions, C. Duties in the Event of Loss, item 2. is deleted and replaced by the following:
    2. You must promptly notify us or our agent in the event of loss. The notice must be in writing.  

Upon request, you must send us a signed, sworn proof of loss within 91 days of the request on a form supplied by us.

We must request a signed, sworn proof of loss within 15 days after receipt of your written notice or we waive our right to require a proof of loss. Such waiver will not waive our other rights under this policy.

      - a. This proof of loss will state,
- 1) the time and cause of loss;
  - 2) your interest and all other's interest in the property involved including all liens on the property;
  - 3) other insurance which may cover the loss;
  - 4) the actual cash value of each item of property and the amount of loss to each item; and
  - 5) if applicable, the name of the occupant and the occupancy of the building at the time of the loss.
- b. If this policy provides replacement cost coverage and you elect to make a claim under the terms of the replacement cost provision, this proof of loss will also state, to your best knowledge and belief:
    - 1) the replacement cost of the described property; and
    - 2) the full cost of repair or replacement of loss without deduction for depreciation.
5. Under Loss Conditions, C. Duties in the Event of Loss, item 7. is deleted and replaced by the following:
    7. As often as we may reasonably require, you must submit to examination under oath and sign and swear to it.
  6. Under Loss Conditions, C. Duties in the Event of Loss, item 6. is deleted and replaced by the following:

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your pertinent books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your pertinent books and records.

7. Under Loss Conditions, E. Loss Payment, item 1. is deleted and the following provision is added.

**Acceptance Or Rejection Of Claim --**

- a. Within 15 days after we receive written notice of claim, we must:
- 1) acknowledge receipt of the claim; if the acknowledgment of the claim is not in writing, we will keep a record of the date, method, and content of the acknowledgment;
  - 2) begin any investigation of the claim; and
  - 3) specify the information you must provide in accordance with the terms of the Proof Of Loss condition.
- b. We may request more information, if during the investigation of the claim such additional information is necessary.
- c. After we receive the information requested, we must notify you in writing whether the claim will be paid or has been denied or whether more information is necessary:
- 1) within 15 business days; or
  - 2) within 30 days if we have reason to believe the loss resulted from arson.
- d. If we do not approve payment of the claim or require more time for processing the claim, we must:
- 1) give the reasons for denying the claim; or
  - 2) give the reasons we require more time to process the claim. But, we must either approve or deny the claim within 45 days after requesting more time.
8. Under Loss Conditions, E. Loss Payment, item 5. is deleted and replaced by the following:

5. If we notify you that payment of the claim or part of the claim will be made, we must make payment within five business days after our notification to you.

If payment of the claim or part of the claim requires the performance of an act by you, we must make payment within five business days after the date you perform the act.

9. Under Loss Conditions, the following condition is added:

**Catastrophe Claims** -- If a claim results from a weather related catastrophe or a major natural disaster, each claim handling deadline shown under Loss Conditions is extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which:

- a. is declared a disaster under the Texas Disaster Act of 1975; or
- b. is determined to be a catastrophe by the Texas Department of Insurance.