

## Allianz Global Corporate & Specialty®

This endorsement changes the policy

**PLEASE READ THIS CAREFULLY**

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### **AMENDATORY ENDORSEMENT-LOUISIANA**

1. Under Definitions, the definition of “fungus”, if included in the coverage form, is deleted and replaced by the following. If no definition of “fungus” is included in the coverage form, the following definition is added and applies whether or not the word is in quotation marks:

“Fungus” means:

- a. a “fungus”, including but not limited to mildew and mold;
  - b. a protist, including but not limited to algae and slime mold;
  - c. wet rot and dry rot; or
  - d. a chemical, matter, or compound produced or released by a “fungus”, a protist, wet rot, or dry rot, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
2. Under Exclusions, Dishonest or criminal act , if applicable, is amended to include the following:

However, with respect to fire loss that results from wrongful or malicious acts committed by an insured, this exclusion does not apply to an otherwise covered loss suffered by any other insured who did not cooperate in or contribute to the act that caused the loss.

Subject to all other terms of this policy, our payment to an insured who did not cooperate in or contribute to the act that caused the fire loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property.

3. Under Loss Conditions, C. Duties in the Event of Loss, item 2. is deleted and replaced with the following:

2. Give us prompt notice of the loss or damage. Include a description of the property involved.

You must give us a signed, sworn proof of loss.

If the loss arises from a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, and the damaged covered property is within the area covered by such declaration, the proof of loss must be given to us within 180 days after the date of our request, the date that the declaration of emergency ends, or the date that you are allowed access to your property by civil authorities, whichever is later. In all other cases, the proof of loss must be given to us within 60 days after our request.

4. Under Loss Conditions, E. Loss Payment, item 5 is deleted and replaced by the following:

5. An insured loss will be payable 30 days after a satisfactory proof of loss is received. However, if there is a dispute regarding the amount of the loss, we will pay any undisputed portion of the claim within 30 days after a satisfactory proof of loss is received. Any additional amount due will be payable after the amount of the loss has been established either by written agreement with you or the filing of an appraisal award with us.

5. Under Loss Conditions, B. Appraisal is amended to include the following:

This provision is non-binding on both parties and will apply only if you and we voluntarily agree to appraisal; and is subject to the jurisdiction of a court of record of the state in which the appraisal is pending.

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

**Concealment, Misrepresentation, or Fraud** -- This coverage is void if, when applying for coverage, the insured, with intent to deceive, has made a false statement that is material to the risk.

- a. Except for loss caused by fire, we do not provide coverage for any insured if any insured has, with intent to deceive, before or after a loss:

- 1) willfully concealed or misrepresented:

- a) a material fact or circumstance that relates to this insurance or the subject thereof; or  
b) the insured's interest herein; or

- 2) committed fraud or sworn falsely with regard to a matter that relates to this insurance or the subject thereof.

- b. For loss caused by fire, we do not provide coverage for the insured who has, with intent to deceive, before or after a loss:

- 1) willfully concealed or misrepresented:

- a) a material fact or circumstance that relates to this insurance or the subject thereof; or  
b) the insured's interest herein; or

- 2) committed fraud or sworn falsely with regard to a matter that relates to this insurance or the subject thereof.

7. Under Loss Conditions, E. Loss Payment, the following is added to item 7.:

However, if the claim paid is less than the agreed loss due to a deductible or other limiting terms of this policy, any recovery will first be used to fully compensate you, any remaining recovery will be ours.

8. Under Loss Conditions, L. Transfer of Rights of Recovery Against Others to Us, item 3. and item 4. are added as follows:

3. Our right to recover is subordinated to your right to be fully compensated.

4. If we pay an innocent insured for a fire loss that results from a wrongful or malicious act committed by another insured, the innocent insured cannot waive his or her right to recover. We retain all rights set forth by this Transfer of Rights of Recovery Against Others to Us condition with regard to our right to recover, up to the amount we pay the innocent insured. An innocent insured is one who did not cooperate in or contribute to a wrongful or malicious act committed by another insured that caused the loss.

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

**Rehabilitation Or Liquidation** -- No premium will be payable to us when you receive notice of an injunction or order of rehabilitation or liquidation under the provisions of Louisiana Statute R.S. 22:737.1.