

## Allianz Global Corporate & Specialty®

This endorsement changes the policy

**PLEASE READ THIS CAREFULLY**

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### **AMENDATORY ENDORSEMENT-WISCONSIN**

1. Under Additional Coverages, a. Debris Removal Coverage, if applicable, item (1) is deleted and replaced with the following:

We will pay your reasonable expenses to remove debris of Covered property caused by or resulting from a Covered Cause of loss that occurs during the policy period.

We do not pay any expenses unless they are reported to us in writing within 20 days from the date of direct physical loss to covered property. Failure to report such expenses to us within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to report such expenses within the specified time and the expenses were reported as soon as reasonably possible and within one year after the time period specified above.

2. Under Additional Coverages, c. Pollutant Cleanup and Removal, if applicable, the last sentence under paragraph one is deleted and replaced with the following:

The expenses to extract "pollutants" are paid only if they are reported to us in writing within 20 days from the date the covered peril occurs. Failure to report such expenses to us within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to report such expenses within the specified time and the expenses were reported as soon as reasonably possible and within one year after the time period specified above.

3. Under Exclusions, Dishonest or criminal act, if applicable, is amended to include the following:

However, if a loss results from an act of, or pattern of, abuse or domestic abuse committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured, provided:

- a. the other insured did not cooperate in or contribute to the creation of the loss or damage; and
- b. the person who committed the act is criminally prosecuted.

Our payment will be limited to the claimant's insurable interest less payments made to a mortgagee or other party with a legal secured interest in the property. We retain all rights set forth in the Transfer of Rights of Recovery Against Others to Us condition of this policy with regard to action against the perpetrator of the act that caused the loss.

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

2. Give us or our agent notice, including a description of the property involved, as soon as reasonably possible.

You must send us, within 20 days after our request, a signed, sworn proof of loss. Failure to provide such proof of loss to us within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to provide such proof of loss within the specified time and the proof of loss was provided as soon as reasonably possible and within one year after the time period specified above.

5. Under Loss Conditions, F. Other Insurance, item 2. is deleted.
6. Under General Conditions, Concealment, Misrepresentation, or Fraud is deleted and replaced by the following:

### **Concealment, Misrepresentation, or Fraud**

- a. The coverage provided by this policy is void as to you and any other insured if, before or after a loss:
  - 1) you or any other insured have willfully concealed or misrepresented:
    - a) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - b) your interest herein; or
  - 2) there has been fraud or false swearing by you or any other insured with regard to a matter that relates to this insurance or the subject thereof.
- b. No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects our obligation under this coverage unless you or any other insured who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:
  - 1) we rely on the misrepresentation or breach of affirmative warranty and it is either material or it is made with intent to deceive; or
  - 2) the fact misrepresented or falsely warranted contributes to the loss.
- c. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage unless it exists at the time of the loss and:
  - 1) increases the risk at the time of the loss; or
  - 2) contributes to the loss.

This does not apply to nonpayment of premium.

7. Under Loss Conditions, L. Transfer of Rights of recovery Against Others to Us is amended to include the following:

If you assign to us the rights of recovery and we recover from another party, we will make you whole before recovering for our loss.