

## AMENDATORY ENDORSEMENT MINNESOTA

1. Under What Must Be Done In Case Of Loss, paragraph a. of Notice is deleted and replaced by the following:

- a. give "us" or "our" agent prompt notice including a description of the property involved; and

2. Under What Must Be Done In Case Of Loss, Proof Of Loss is deleted and replaced by the following:

**Proof Of Loss --**

- a. "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:

- 1) the time, place, and circumstances of the loss;
- 2) other policies of insurance that may cover the loss; and
- 3) "your" interest and the interests of all others in the property involved, including all mortgages and liens.

- b. In addition, "you" must send "us", within a reasonable time after "our" request, the following information:

- 1) changes in title or occupancy of the covered property during the policy period; and
- 2) estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.

3. Under What Must Be Done In Case Of Loss and What Must Be Done In Case Of Personal Data Compromise, if applicable, Examination is amended to include the following:

Before "you" are examined under oath, "we" must inform "you" of "your" right to counsel and that "your" answers may be used against "you" in later civil or criminal proceedings.

4. Under Loss Payment, Your Losses, Conditions For Payment Of Loss is deleted and replaced by the following:

**Conditions For Payment Of Loss --** An insured loss will be payable five business days after:

- 1) a satisfactory proof of loss is received; and
- 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

5. In the Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage forms, under Other Conditions, Bankruptcy Of An Insured is deleted and replaced by the following:

**Bankruptcy Of An Insured --** Bankruptcy, insolvency, or dissolution of an insured does not relieve "us" of "our" obligations under this coverage.

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

**Misrepresentation, Concealment, Or Fraud --** This policy is void in any case of fraud, material misrepresentation, or material omission made by or with the knowledge of the insured in obtaining this insurance or pursuing a claim under the policy.

7. Under Other Conditions, Subrogation is amended to include the following:

"We" will not subrogate against:

- a. an insured for a loss resulting from the non-intentional acts of the insured; or

- b. a person insured under another policy issued by "us" covering the same loss when that loss was caused by the non-intentional acts of such person.