

AMENDATORY ENDORSEMENT NEW HAMPSHIRE

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

2. In the Builders' Risk Coverage - Rehabilitation And Renovation Form, under Property Covered, Vacant Building Limitation is deleted and replaced by the following:

Vacant Building Limitation -- "We" only cover a vacant "existing building" for 60 consecutive days from the inception date of this policy unless:

- a. building permits have been obtained; and
- b. rehabilitation or renovation work has begun on the "existing building".

However, this limitation does not apply to loss or damage caused by or resulting from fire.

This limitation is waived when Vacant Building Limitation Waived is checked on the "schedule of coverages".

3. In the Museum Collection Coverage and Fine Arts Coverage forms only under Valuation, Partial Loss, Determination Of Diminished Value is deleted and replaced by the following:

Determination Of Diminished Value -- The diminished value will be determined by an independent certified fine arts appraiser. The independent certified fine arts appraiser may be selected by "you", subject to "our" approval.

"We" will pay the reasonable and necessary costs incurred for the appraisal to determine the diminished value.

4. Under How Much We Pay, Loss Settlement Terms the words "to the extent practicable" are deleted, wherever they appear.

5. Under Loss Payment, Our Options, the words "to the extent practicable" are deleted, wherever they appear.

6. 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"; or
- 3) from the date of the performance by the insured or claimant (or authorized representative of either) of any condition set forth in the written agreement.

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

Misrepresentation, Concealment, Or Fraud -- "We" do not provide coverage for any insured that has, before or after a loss:

- a. intentionally concealed or misrepresented a material fact or circumstance that relates to this insurance or the subject thereof;
- b. engaged in fraudulent conduct; or
- c. sworn falsely with regard to a matter that relates to this insurance or the subject thereof.

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