

AMENDATORY ENDORSEMENT NEW YORK

1. Under Definitions, the definition of "pollutant" is deleted and replaced by the following:

"Pollutant" 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.

2. 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.

3. Under Supplemental Coverages, Rewards, if applicable, is deleted.
4. In the Contractors Equipment Coverage, under Supplemental Coverages, Reward For Recovery Of Stolen Equipment, if applicable, is deleted.
5. Under Perils Excluded, the last paragraph of War and Military Action is deleted.

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

Notice -- In case of loss:

- a. "you" or someone acting on "your" behalf must give "us" or any of "our" agents in the state prompt notice, including sufficient information to identify "you", the property insured, and the time and place of the loss or damage ("we" may request written notice); and
- b. "you" must give notice to the police when the act that causes the loss is a crime.

7. If this policy is issued to cover real property, under Loss Payment, the following provision is added:

Estimate Of Damages To Real Property --

If, in the process of adjusting a claim, "we" have prepared an estimate of damages to real property or had such an estimate prepared for "our" own purposes, "you" may request a copy. If "you" request it, "we" will provide a copy of the estimate to "you", or to someone else "you" designate in writing, within 30 days after "your" request or within 30 days after the estimate is prepared, whichever is later.

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

Misrepresentation, Concealment, Or Fraud -- This policy is void if, when applying for coverage and as an inducement to issue the policy, "you" or someone "you" authorize, misrepresented to "us" a past or present fact that is material to the risk.

"We" do not provide coverage for an insured who has, before or after a loss:

- a. willfully concealed or misrepresented:
 - 1) a material fact or circumstance with respect to this insurance; or
 - 2) an "insured's" interest herein; or
- b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

No misrepresentation will be considered material unless "our" knowledge of the facts misrepresented would have led "us" to refuse to issue the policy.

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