

## AMENDATORY ENDORSEMENT UTAH

1. Under What Must Be Done In Case Of Loss, Proof Of Loss is amended to include the following:

Failure to file a proof of loss within the time specified in this provision does not invalidate a claim if "you" show that it was not reasonably possible to file the proof of loss within the prescribed time and that the proof of loss was filed as soon as reasonably possible.
  2. Under Loss Payment, Your Losses, Conditions for Payment Of Loss is deleted and replaced by the following:

**Conditions For Payment Of Loss --** A covered loss is payable within 30 days of receipt by "us" of a properly executed proof of loss, and;

    - a. the amount of loss has been agreed to in writing;
    - b. an appraisal award has been filed with "us"; or
    - c. a final judgment has been entered.
  3. Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

**Misrepresentation, Concealment, Or Fraud --**

    - a. This coverage is void as to "you" and any other insured if, before or after a loss:
      - 1) "you" have or any other insured has willfully concealed or misrepresented:
- a) a material fact or circumstance that relates to this insurance or the subject thereof; or
  - b) "your" interest or any other insured's 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. However, this condition only applies if:
    - 1) "we" relied on the misrepresentation or fraudulent information and that information is material or was given with the intent to deceive; or
    - 2) the fact misrepresented or falsely warranted contributes to the loss.
  - c. If, after policy issue, information that "we" acquire in the course of communications or investigations that pertain to this policy is sufficient to constitute a general defense to all claims under this policy, "we" will notify "you" within 60 days of acquiring such information of "our" intent to defend against a claim, should one arise.
4. In all coverage forms except Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, paragraph b. of Suit Against Us is deleted and replaced by the following:
    - b. the suit is commenced within three years after the loss.