

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – MINNESOTA

### SECTION III – DUTIES IN THE EVENT OF LOSS OR DAMAGE

2. Is deleted and replaced with the following:
2. As soon as reasonably practicable, give notice to **us** or **our** agent of any loss or damage that may result in a claim under this policy.
9. The following is added:
9. **We** will adjust all losses with **you**. **We** will pay **you** unless some other person is named in the policy or is legally entitled to receive payment.

Loss is payable within 5 working days:

- a. From the receipt of the agreement by **us** or, if later, from the date of **your** performance of any conditions set by such agreement; or
- b. After there is an entry of a final judgment; or
- c. After there is a filing of an appraisal award with **us**.

### SECTION IV – CONDITIONS

**Concealment or Fraud** is deleted and replaced with the following:

#### **Concealment or Fraud.**

1. With respect to loss caused by fire, **we** do not provide coverage to the **insured** who has:
  - a. Before a loss, willfully; or
  - b. After a loss, willfully and with intent to defraud;
 

concealed or misrepresented any material fact or circumstance relating to this insurance.
2. With respect to loss caused by a peril other than fire, **we** provide coverage to no **insureds** under this policy if an **insured** has:
  - a. Before a loss, willfully; or

- b. After a loss, willfully and with intent to defraud:

concealed or misrepresented any material fact or circumstance relating to this insurance.

**Suit Against Us** is deleted and replaced with the following:

**Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms of this policy and the action is started within two years after the date of the loss.

**Our Right to Recover from Others** is deleted and replaced with the following:

**Our Right to Recover from Others.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

**Our rights** under this provision do not apply against:

- a. An **insured**; or
- b. Any person or organization **insured** under another policy issued by **us** with respect to the same loss.

**Bankruptcy** is deleted and replaced with the following:

**Bankruptcy.** **We** are not relieved of any obligation under this policy because of the bankruptcy, insolvency or dissolution of any person or entity otherwise entitled to coverage under this policy.

All other provisions of the policy apply.