

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – ARKANSAS

SECTION IV – CONDITIONS

The following **CONDITIONS** are deleted and replaced:

Subrogation. An **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, **we** may require an assignment of rights of recovery for a loss to the extent that payment is made by **us**. However, **we** will be entitled to a recovery only after an **insured** has been fully compensated for the loss sustained. If an assignment is sought, the **insured** shall sign and deliver related papers and cooperate with **us** in any reasonable manner.

Suit Against Us. No action can be brought against us unless the **insured** has fully complied with all the terms of this policy and the action is started within five years after the date of loss.

Appraisal. If **you** and **we** fail to agree on the amount of the loss, an appraisal of the loss may take place. However, an appraisal will take place only if both **you** and **we** agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent, inde-

pendent appraiser and notify the other party of the appraiser's identity within twenty (20) days after both parties agree. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **you** or **we** can ask a judge of a court of record in the state of **your** residence to select an umpire. The appraiser will separately set the amount of the loss. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit their difference to the umpire. An appraisal decision will not be binding on either party. Written agreement signed by any two of these three will set the amount of the loss. The party selecting that appraiser will pay each appraiser. Other expenses and the compensation of the umpire will be paid equally by **you** and **us**. **Our** request for an appraisal or examination will not waive any of **our** rights.

All other provisions of the policy apply.