



Allianz Global Corporate & Specialty®

This endorsement changes the policy

PLEASE READ THIS CAREFULLY

AMENDATORY ENDORSEMENT-KANSAS

1. Conditions, is amended by the following:

Appraisal -- The Appraisal condition that follows describes a voluntary procedure that applies only if you and we mutually agree to follow it.

If you and we do not agree on the amount of the loss or the value of covered property, either party may request that these amounts be determined by appraisal.

If both parties agree to the appraisal, each party will select a competent, independent appraiser and will notify the other of the appraiser's identity within 20 days of mutually agreeing to the appraisal. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any 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 only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

2. Conditions, Concealment, Misrepresentation or Fraud is deleted and replaced by the following:

Concealment, Misrepresentation, or Fraud

We will not pay for any loss or damage if you or any other insured in relation to an insurance application, rating, claim or coverage under this policy knowingly and with intent to defraud:

1. Presents, causes to be presented or prepares with the knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement which such person knows to contain materially false information concerning any material fact; or
2. Conceals information concerning any material fact for the purpose of misleading.

3. Conditions, Legal Action against us is deleted and replaced by the following:

Legal Action Against Us

- a. You may not bring a legal action against us arising from a claim for your legal liability as a carrier for "Loss" to Covered Property unless:

- (i) There has been full compliance with all the terms of the coverage form; and
 - (ii) The action is brought within five (5) years after your liability has been determined in a "Suit".
- b. You may not bring a legal action against us for "Loss" to "Your Property" unless:
- (i) There has been full compliance with all the terms of the coverage form; and
 - (ii) The action is brought within five (5) years after you first have knowledge of the "Loss".
4. Conditions, Cancellation is deleted and replaced by the following:

Cancellation

- a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) This policy was issued because of material misrepresentation;
 - (3) You or any other insured violated any of the material terms and conditions of this policy;
 - (4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;
 - (5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
 - (6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

The following is added and supersedes any condition to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.