

AMENDATORY ENDORSEMENT NORTH CAROLINA

1. Under What You Must Do In Case Of Loss, Other Duties, item a., the following is added:

However, if:

- 1) the lost or damaged property is located within a geographic area for which:
 - a) a state of disaster is proclaimed under North Carolina G.S. 166A-19.21; or
 - b) the President of the United States has issued a major disaster declaration under the Stafford Act; and
- 2) the North Carolina Insurance Commissioner has issued an order declaring subdivisions (1) through (4) of G.S. 58-2-46 effective for such disaster;

this 60-day time period is tolled until the earlier of the expiration of the disaster proclamation or declaration, and all renewals of the proclamation, or the expiration of the Insurance Commissioner's order declaring subdivisions (1) through (4) effective for such disaster.

2. Under How Much We Pay For Loss Or Claim, Lost Settlement Terms, item e. of Replacement Cost Terms, if applicable, is deleted and replaced by the following:
- e. If the "limit" on the damaged building is at least 80% of its replacement cost at the time of loss, the smaller of the following amounts is used in applying the Loss Settlement Terms:
 - 1) the cost to repair or replace the damage using materials of like kind and quality, to the extent practical; or
 - 2) the amount spent to repair or replace the damage.

3. Under How Much We Pay For Loss Or Claim, Insurance Under More Than One Policy is deleted and replaced by the following:

Insurance Under More Than One Policy -- If at the time of loss "you" have other insurance upon the same plan, "terms", conditions, and provisions as contained in this policy, "we" shall be liable for no greater proportion of any loss than the "limit" of insurance under this policy bears to the whole amount of insurance covering the loss.

If there is other insurance, other than as provided above, which applies to the loss, "we" pay only for the excess of the amount due from such other insurance, whether collectible or not.

4. Under Payment Of Loss, Your Property is deleted and replaced by the following:

"We" adjust each loss with "you". "We" pay an insured loss within 60 days after an acceptable proof of loss is received and the amount of the loss is agreed to in writing. If "you" and "we" do not agree, "we" pay within 60 days after the filing of an appraisal award with "us". Payment is made to "you" unless a loss payee is named.

5. Under Policy Conditions, Cancellation and Nonrenewal is deleted and replaced by the following:

Cancellation -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy by delivering or mailing written notice to "you" at the address shown on the "declarations". Such notice may be delivered by electronic means if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent. Proof of delivery or mailing is sufficient proof of notice.

If "we" cancel this policy, "we" will give "you" notice at least 5 days before cancellation is effective.

"Your" return premium, if any, will be refunded at the time of cancellation or on demand. Payment or tender of the unearned premium is not a condition of cancellation.

6. Under Policy Conditions, Misrepresentation, Concealment, or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, or Fraud

– This policy is void if, before or after a loss:

- a. "you" or any other insured have willfully concealed or misrepresented:

- 1) a material fact or circumstance with respect to this insurance; or
- 2) their interests herein; or

- b. there has been fraud or false swearing by "you" or any other insured with respect to this insurance or the subject thereof.

7. Under Policy Conditions, Suit Against Us is deleted and replaced by the following:

Suit Against Us -- No suit may be brought against "us" unless all the "terms" of this policy have been complied with and the suit is brought within 3 years after the loss.

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