

**LOUISIANA AMENDATORY ENDORSEMENT**

**COVERAGES**

**OTHER COVERAGES**

Item 11. Glass or Safety Glazing Material in Forms **DWG-2** and **DWG-3** are deleted and replaced by the following:

**11. Glass or Safety Glazing Material**

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
- (2) On the Described Location of the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Other Coverage **11.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

The coverage does not increase the limit of liability that applies to the damaged property.

The following item is added to Forms **DWG-2** and **DWG-3**:

**12. Ordinance or Law]**

When you are a tenant of a Described Location covered under this policy, the words "covered building" used below, refer to property at such a Described Location covered under Other Coverage **3.** Improvements, Alterations and Additions.

a. The Ordinance or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. If you are an owner of a Described Location, and that location:

- (1) Is insured for Coverage A or Unit-Owner Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-Owner Building Items at each Described Location; or
- (2) Is not insured for Coverage A or Unit-Owner Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.

c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations and Additions at each Described Location.

d. You may use all or part of this ordinance or law coverage to pay for the increased cost you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a.above.

e. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

- (2) The costs to comply with any ordinance or law: which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

### GENERAL EXCLUSIONS

Item **A.1.** is deleted and replaced by the following:

- 1. Ordinance or Law**, meaning any ordinance or law:
- Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal or any resulting debris. This exclusion **1.a.** does not apply to the amount of coverage that may be provided for under Other Coverages, Glass or Safety Glazing Material or Ordinance or Law;
  - The requirements of which result in a loss in value to property; or
  - Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

**Note:** This is Exclusion **1.** in Broad Form **DWG-2** and **1.a.** in Special Form **DWG-3.**

Item **A.2.** is deleted and replaced by the following:

- 2. Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:
- Fire; or
  - Explosion:

Ensues and then we will pay only for the ensuing loss.

**Note:** This is Exclusion **42.** in Broad Form **DWG-2** and **1.b.** in Special Form **DWG-3.**

Item **A.4.** is deleted and replaced by the following:

- 4. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power of other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.

**Note:** This is Exclusion **4.** in Broad Form **DWG-2** and **1.d.** in Special Form **DWG-3.**

### CONDITIONS

Item **3.** is deleted and replaced by the following:

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

With respect to a loss, we do not provide coverage to the "insured" who, whether before or after a loss, has:

- Intentionally concealed or misrepresented any material fact or circumstance;
- Engaged in fraudulent conduct; or
- Made false statements; relating to this insurance.
- However, if the conduct specified under a., b. or c. above is in relation to the procurement of the contract or occurs subsequent to the issuance of the contract, but if known to us would have caused us not to issue the policy, coverage will only be denied if the conduct was committed with the intent to deceive.

#### Item **15. Mortgage Clause**

The following sentence is deleted:

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or non renewal takes effect.

The following sentences are added to replace the above:

If we decide to cancel or not to renew this policy, the mortgagee will be notified:

- At least 10 days before the date cancellation takes effect of we cancel for nonpayment of premium; or

- (b) At least 30 days before the date cancellation takes effect if we cancel for any other reason.

If the policy is not renewed by us, the mortgagee will be notified at least 30 days before the date nonrenewal takes effect.

**Item 17. Cancellation.**

Paragraphs **b.**, **c.** and **d.** are deleted and replaced by the following:

- b.** The following applies with respect to premium payments due on new and renewal policies, including installment payments:

(1) If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to paragraphs (2) and (3) below.

(2) We will cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

(3) The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

- c.** The following applies if **b.** above does not apply/

We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

(1) When you have not paid the premium, regardless of the period of time this policy has been in effect, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

(2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you and any other known person shown by the policy to have an interest in any loss which

may occur thereunder know at least 30 days before the date of cancellation takes effect.

- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us except as provided in Item c.(5) below, we may cancel:

(a) If there has been a material misrepresentation of fact with the intent to deceive;

(i) In the procurement of the contract;  
or

(ii) At any other time since the policy was issued:  
which if known to us would have caused us not to issue the policy; or

(b) If the risk has changed substantially since the policy was issued.

This can be done by letting you and any other known person shown by the policy to have an interest in any loss which may occur thereunder at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period of:

(a) More than one year; or

(b) Three years or less:

We may cancel for any reason at anniversary by letting you and any other known person shown by the policy to have an interest in any loss which may occur thereunder know at least 30 days before the date cancellation takes effect.

- (5) When this policy has been in effect and renewed for more than three years, we may cancel for any one of the following reasons:

(a) If you have committed fraud with the intent to deceive:

(i) In the procurement of the contract;  
or

(ii) At any other time since the policy was issued;

(b) If the insured risk has undergone a material change;

(c) If you have filed two or more claims within three years; or

(d) If the continuation of this policy endangers our solvency.

This can be done by letting you and any other known person shown by the policy to have an interest in any loss which may occur thereunder known at least 30 days before the date cancellation takes effect.

We will not, however, cancel this policy, regardless of the period of time this policy has been in effect, based solely upon a loss caused by an Act of God. An Act of God means an incident due directly to natural causes and exclusively without human intervention.

- d. If this policy is canceled, we will return any premium refund due, subject to paragraph **(1)**, **(2)** and **(3)** below. The cancellation will be effective even if we have not made or offered a refund.

- (1)** If you cancel this policy, we will refund the return premium, if any, within 30 days after the date cancellation takes effect. The return premium shall be computed on a pro rata basis, subject to the minimum premium requirements. We will send the refund to you and any mortgagee that has provided us with written notice of the percentage of the premium being funded with the mortgagee's own funds. The percentage of the unearned premium attributable to the mortgagee shall be returned to the mortgagee and the percentage of the unearned premium attributable to you shall be returned to you.
- (2)** If we cancel this policy, and the return premium is not refunded with the notice of cancellation, we will refund it within a reasonable time after the date cancellation takes effect. We will send the refund to you.
- (3)** If we cancel based on paragraph **b.** above, we will return the premium due, if any, within 10 days after the expiration of the 10 day period referred to in **b.(3)**. If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

Item **18.** is deleted and replaced by the following:

**18. Non-Renewal**

- a. We may elect not to renew this policy, subject to the provisions of paragraph **b.** and **c.** below. We may do so by delivering to you and any other known person shown by the policy to have an interest in any loss which may occur thereunder

or mailing to you at your mailing address shown in the Declaration and to any other person shown by the policy to have an interest in any loss which may occur thereunder, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

- b. If this policy has been in effect and renewed with us for more than three years, we will not exercise our right of nonrenewal except:
- (1) When you have not paid the premium;
  - (2) If you have committed fraud;
  - (3) If the insured risk has undergone a substantial change;
  - (4) If you have filed two or more claims within three years; or
  - (5) If the continuation of this policy endangers our solvency.
- c. We will not, however, exercise our right of nonrenewal, regardless of the period of time this policy has been in effect with us, based solely upon a loss caused by an Act of God. An Act of God means an incident due directly to natural causes and exclusively without human intervention.

21. **Assignment**

Assignment is replaced by the following:

Post-loss assignment of rights, benefits or claims arising under this policy are prohibited.