

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – LOUISIANA

### SECTION I – PROPERTY COVERAGES

#### C. Coverage C – Personal Property

Paragraph 4.c.(2)(a) is replaced by the following:

##### 4. Property Not Covered

###### c. "Motor vehicles"

(2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used to service an "insured's" residence; or

(This is Paragraph A.4.c.(2)(a) in Form HO 00 04 and B.4.c.(2)(a) in Form HO 00 06.)

#### E. Additional Coverages

2. Reasonable Repairs is replaced by the following:

##### 2. Reasonable Repairs

We will pay the reasonable cost incurred by you for necessary repairs made solely to protect covered property from further damage if a Peril Insured Against causes the loss. This coverage does not increase the limit of liability that applies to the property being repaired.

(This is Paragraph C.2. in Form HO 00 04 and D.2. in Form HO 00 06.)

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money is replaced by the following:

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

a. We will pay up to \$500 for:

(1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;

(2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;

(3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and

(4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

b. We do not cover:

(1) Use of a credit card, electronic fund transfer card or access device:

(a) By a resident of your household;

(b) By a person who has been entrusted with either type of card or access device; or

(c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed.

(2) Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in a. applies, the following defense provisions also apply:

(1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when our limit of liability for the loss has been exhausted by payment of a judgment or settlement.

(2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.

(3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

(This is Paragraph C.6. in Form HO 00 04 and D.6. in Form HO 00 06.)

## SECTION I – EXCLUSIONS

**8. Intentional Loss** is replaced by the following:

**8. Intentional Loss**, meaning any loss arising out of any act committed:

- a. With respect to loss caused by fire;
  - (1) By or at the direction of the "insured"; and
  - (2) With the intent to cause a loss.
- b. With respect to loss caused by a peril other than fire and with respect to all "insureds" covered under this policy;
  - (1) By you or at your direction; and
  - (2) With the intent to cause a loss.

(This is Exclusion **A.8.** in Forms **HO 00 03** and **HO 00 05.**)

## SECTION I – CONDITIONS

### B. Duties After Loss

Paragraph **8.** is replaced by the following:

- 8.** Send to us your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in **6.** above;
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
  - h. Evidence or affidavit that supports a claim under **E.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, stating the amount and cause of loss.

This proof of loss must be sent to us within:

- (1) 180 days after our request, if the loss results from a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials; however, this 180-day period does not commence until the state of emergency or disaster has ended and you have access to your property; or

- (2) 60 days after our request in all other cases.

### C. Loss Settlement

Under Forms **HO 00 02**, **HO 00 03** and **HO 00 05**, Paragraph **2.a.(2)** is replaced by the following:

- (2) The replacement cost of that part of the building damaged with material of like kind and quality; or

Under Forms **HO 00 02**, **HO 00 03** and **HO 00 05**, Paragraph **2.e.** is replaced by the following:

- e. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **C. Loss Settlement**, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building. However, if the loss results from a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, this 180-day period does not commence until the state of emergency or disaster has ended and you have access to your property.

**I. Loss Payment** is replaced by the following:

### I. Loss Payment

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. The undisputed portion of the loss will be payable within 30 days after we receive your proof of loss.

### K. Mortgage Clause

Paragraph **3.** is replaced by the following:

- 3.** If this policy is cancelled by us, the mortgagee will be notified:
  - a. At least 10 days before the date cancellation takes effect if 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.

(This condition does not apply to Form **HO 00 04.**)

**Q. Concealment Or Fraud** is replaced by the following:

**Q. Concealment Or Fraud**

1. With respect to loss caused by fire, we do not provide coverage to the "insured" who, whether before or after a loss, has:
  - a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements; relating to this insurance.
2. With respect to loss caused by a peril other than fire and with respect to all "insureds" covered under this policy, we provide no coverage for loss if, whether before or after a loss, one or more "insureds" have:
  - a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements; relating to this insurance.
3. However, if the conduct specified 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.

(This is Condition **P.** in Form **HO 00 04.**)

**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – Personal Liability**, Paragraph 1. is replaced by the following:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable; and

**SECTION II – EXCLUSIONS**

**A. "Motor Vehicle Liability"**

Paragraph **2.b.** is replaced by the following:

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
  - b. Used to service an "insured's" residence;

**E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

Paragraph **1.** is replaced by the following in all forms and Endorsement **HO 24 73:**

**1. Expected Or Intended Injury**

With respect to loss:

- a. Caused by fire, which is expected or intended by the "insured" even if the "bodily injury" or "property damage":
  - (1) Is of a different kind, quality or degree than initially expected or intended; or
  - (2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

However, this Exclusion **E.1.a.** does not apply to "bodily injury" resulting from the use of reasonable force by the "insured" to protect persons or property.

- b. Caused by a peril other than fire and with respect to all "insureds" covered under this policy which is expected or intended by one or more "insureds" even if the "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

However, this Exclusion **E.1.b.** does not apply to "bodily injury" resulting from the use of reasonable force by one or more "insureds" to protect persons or property.

**F. Coverage E – Personal Liability**

Paragraph **6.** does not apply in all forms and Endorsement **HO 24 73.**

**SECTION II – CONDITIONS**

**F. Suit Against Us** does not apply.

**J. Concealment Or Fraud** is replaced by the following:

**J. Concealment Or Fraud**

1. We do not provide coverage to one or more "insureds" who, whether before or after a loss, have:
  - a. Intentionally concealed or misrepresented any material fact or circumstance;

- b. Engaged in fraudulent conduct; or
- c. Made false statements;  
relating to this insurance.

2. However, if the conduct specified 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.

## SECTIONS I AND II – CONDITIONS

### C. Cancellation

Paragraphs 2., 3. and 4. are replaced by the following:

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

- a. 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 b. and c. below.
- b. We may 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.
- c. 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.

3. The following applies if 2. 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.

- a. 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.

b. 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 cancellation takes effect.

c. 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 3.e. below, we may cancel:

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

- (a) In the procurement of the contract; or
- (b) At any other time since the policy was issued;

which if known to us would have caused us not to issue the policy; or

(2) 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 know at least 30 days before the date cancellation takes effect.

d. When this policy is written for a period of:

- (1) More than one year; or
- (2) 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.

e. When this policy has been in effect and renewed for more than three years, we may cancel for any one of the following:

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

- (a) In the procurement of the contract; or
- (b) At any other time since the policy was issued;

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

(3) If you have filed two or more claims that are not the result of an incident which is:

- (a) Due directly to forces of nature; and
- (b) Exclusively without human intervention;

within three years; or

- (4) 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 know 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.

4. If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **a.**, **b.** and **c.** below. The cancellation will be effective even if we have not made or offered a refund.
- a.** 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.
- b.** 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, or your agent, unless **c.** below applies. If the premium is refunded to your agent, we will notify you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.
- c.** If we cancel based on Paragraph **2.** above, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **2.c.** 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.

**D. Nonrenewal** is replaced by the following:

**D. Nonrenewal**

1. We may elect not to renew this policy, subject to the provisions of Paragraphs **2.** and **3.** 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 Declarations and to any other known 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.
2. 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:
  - a.** When you have not paid the premium;
  - b.** If you have committed fraud;
  - c.** If the insured risk has undergone a substantial change;
  - d.** If you have filed two or more claims that are not the result of an incident which is:
    - (1) Due directly to forces of nature; and
    - (2) Exclusively without human intervention; within three years; or
  - e.** If the continuation of this policy endangers our solvency.
3. 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.

**E. Assignment** is replaced by the following:

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

**F. Subrogation**

The following paragraph is added:

If we pay an "insured" for a loss caused by another "insured" who intentionally commits, or directs another to commit, any act that results in loss by fire, the rights of the "insured" to recover damages from the "insured" who intentionally committed, or directed another to commit, such an act are transferred to us to the extent of our payment. The "insured" may not waive such rights.

All other provisions of this policy apply.