

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – OREGON

SECTION II – EXCLUSIONS

4. is deleted and replaced by:
4. **Intentional Loss**, meaning any loss arising out of any act an **insured** commits or conspires to commit with an intent to cause a loss.
This exclusion only applies to an **insured** who commits or conspires to commit an act with an intent to cause loss.

SECTION III – DUTIES IN THE EVENT OF LOSS OR DAMAGE

4. is deleted and replaced by:
4. Submit to **us**, within ninety (90) days after discovery of the loss, **your** signed, sworn statement of loss, and, if the loss involves the theft, attempted theft, vandalism or malicious mischief, the police report.

SECTION IV – CONDITIONS

Concealment or Fraud is deleted and replaced by the following:

Concealment or Fraud.

- a. This entire policy shall be void if, whether before or after a loss, the **insured** has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the **insured** therein, or in case of any fraud or false swearing by the **insured** relating there-to.
- b. All statements made by or on behalf of the **insured**, in the absence of fraud, shall be deemed representations and not warranties. No such statements that arise from an error in the application shall be used in defense of a claim under the policy unless:
 - (1) The statements are contained in a written application; and
 - (2) A copy of the application is endorsed upon or attached to the policy when issued.
- c. In order to use any representation by or on behalf of the **insured** in defense of a claim under this policy, the insurer must show that the representations are material and that the insurer relied on them.

Suit Against Us is deleted and replaced by the following:

Suit Against Us. No action can be brought against **us** unless there has been full compliance with all of the terms of this policy and the action is started within two years after the loss.

Cancellation is deleted and replaced by the following:

Cancellation.

- a. **You** may cancel this policy at any time by returning it to **us** or by notifying **us** in writing 14 days prior to the **event date** of the date cancellation is to take effect.
- b. **We** may cancel this policy for nonpayment of premium by letting **you** know in writing the day cancellation takes effect. **We** may do so by delivering to **you**, or by mailing to **you**, at **your** mailing address shown in the Declarations written notice at least fifteen (15) days before the cancellation takes effect. Proof of mailing shall be sufficient proof of notice.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded on a pro rata basis subject to a minimum earned premium of \$25.00.
- d. If the return premium is not refunded with the notice of cancellation or when the policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

Appraisal is deleted and replaced by the following:

Appraisal. If **you** and **we** fail to agree on the amount of loss, an appraisal of the loss may take place. However, both parties must agree to appraisal and to be bound by the results of that appraisal. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, **you** or **we** may request that the choice be made by a judge of a court of record in Oregon. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

Premium is added:

Premium. The premium stated in the Declarations is the premium for this policy. The premium is computed by **us** in accordance with rules and rates in effect.

All other provisions of this policy apply.