LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Loss Condition B. Appraisal in the Commercial Inland Marine Conditions is replaced by the following:

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

B. The following is added to Paragraph 8. of Loss Condition C. Duties In The Event Of Loss in the Commercial Inland Marine Conditions and supersedes any provision to the contrary in this Coverage Part:

However, if loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the Covered Property is located in an area within the declaration, you must submit the proof of loss to us within 180 days; but this 180-day period does not commence as long as the declaration of disaster or emergency is in existence and civil authorities are denying you access to your property.

C. Paragraph 5. of Loss Condition E. Loss Payment in the Commercial Inland Marine Conditions for:

1. All Coverage Forms except Mail Coverage Form CM 00 60 is replaced by the following:

5. We will pay for the undisputed portion of the loss or damage within 30 days after we receive the satisfactory sworn proof of loss.

However, we have no duty to provide coverage under this Coverage Part if the failure to comply with the terms of this Coverage Part is prejudicial to us.

2. Mail Coverage Form CM 00 60 is replaced by the following. In addition, Paragraph D.4. Loss Payment in Form CM 00 60 is deleted.

5. We will pay for the undisputed portion of the loss or damage within 7 days after we receive the satisfactory sworn proof of loss.

However, we have no duty to provide coverage under this Coverage Part if the failure to comply with the terms of this Coverage Part is prejudicial to us.

D. Loss Condition J. Transfer Of Rights Of Recovery Against Others To Us in the Commercial Inland Marine Conditions is replaced by the following:

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.

2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

a. Someone insured by this insurance;

b. A business firm:

(1) Owned or controlled by you; or

(2) That owns or controls you;

c. Your employee or employer;

d. The owner or lessor of the:

(1) Described premises; or

(2) Premises where loss or damage occurred;

including their employees, partners and stockholders; or

e. Your relative by blood or marriage.

If you waive your rights against another party in writing after a loss, we can recover from you any amount you received for that waiver. But we cannot recover more than the amount we paid you for that loss.

E. General Condition A. Concealment, Misrepresentation Or Fraud in the Commercial Inland Marine Conditions is replaced by the following:

A. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this Coverage Part.

F. With respect to Covered Property of others in your care, custody or control, General Condition C. Legal Action Against Us in the Commercial Inland Marine Conditions is replaced by the following:

C. Legal Action Against Us

A person or organization may bring a suit against us, including but not limited to, a suit to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

G. The following is added to the Commercial Inland Marine Conditions:

Assignment

1. Except as otherwise provided in Paragraph 2. below, assignment of this Policy will not be valid unless we give our written consent.

2. Under this Policy, any agreement to assign post-loss property insurance benefits is null and void. Post-loss insurance benefits may not be assigned, in whole or in part, with the exception of an assignment, transfer, pledge or conveyance granted to a subsequent purchaser of the property with an insurable interest in the property following a loss.

H. The following exclusion and related provisions are added to this Coverage Part:

1. We will not pay for loss or damage arising out of any act committed:

a. By or at the direction of any insured; and

b. With the intent to cause a loss.

2. With respect to loss or damage to Covered Property caused by fire, this exclusion does not apply to an insured(s) who did not set the fire or otherwise participate in the cause of the loss, provided the loss is otherwise covered under this Coverage Part.

3. If we pay a claim pursuant to Paragraph 2., our payment to any insured is limited to that insured's proportionate share of the policy proceeds, but not more than that insured's legal interest in the Covered Property that sustained the fire loss. Proportionate share will be determined based on the interests of all parties eligible to receive payment, including a mortgageholder or other party with a secured legal interest. The policy proceeds will not include any amount attributable to the interest of the insured(s) who set the fire or otherwise participated in the cause of the loss. In no event will we pay more in total than the Limit of Insurance on the Covered Property that sustained the fire loss.

4. We may apply reasonable standards of proof to claims for such loss.

I. Wherever the phrase substantially identical property appears in any Valuation Condition of this Coverage Part, that phrase is replaced by the phrase property of like kind and quality.