**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# This endorsement, effective 12:01 a.m. forms a part of Policy

# No. issued to by

SOUTH DAKOTA CHANGES

This endorsement modifies insurance provided under the following:

COUNTRY CLUB PREMIER PROPERTY COVERAGE FORM

COMMERCIAL PROPERTY CONDITIONS

A. The Legal Action Against Us Commercial Property Condition is replaced by:

LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form unless the action is brought within 6 years after the date on which the direct physical loss or damage occurred.

B. The following is added to the Valuation Loss Condition:

1. Valued Policy Provision

When this policy insures any real property in South Dakota against loss by fire, tornado or lightning and the property insured is wholly destroyed by fire, tornado or lightning, without criminal fault on the part of you or your assignee, the amount of the insurance written on such real property shall be taken conclusively to be the true value of the property insured and the true amount of loss and measure of damages, subject to the exceptions and conditions in Paragraphs **B.2., B.4.,** and **B.5.** below.

2. The Valued Policy Provision, Paragraph B.1. above, does not apply to a fire loss which occurs less than 90 days after:

a. The policy was initially issued; or

b. The amount of insurance on the destroyed property was increased by 25% or more at the insured's request.

However, the Valued Policy Provision applies if the amount of insurance was increased:

(1) In accordance with an inflation adjustment option; or

(2) As a consequence of upgrading coverage to a replacement cost basis, provided there is a written agreement between you and us that the policy will be written on a valued basis.

3. If two or more policies are written upon the same property interest and cover the fire, tornado or lightning loss, each insurer will pay only that proportion of the cost of the loss that the limit of liability under its policy bears to the total amount of insurance covering the loss.

4. The Valued Policy Provision, Paragraph B.1. above, does not apply to any claim for total loss to any building which is insured under a blanket form or endorsement with one Limit of Insurance applicable to two or more buildings. Any claim for total loss to a building insured on such blanket basis will be settled at actual replacement cost or at actual cash value, depending on the policy provisions applicable to the building.

All other terms and conditions of the policy remain the same.

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Authorized Representative