

AMENDATORY ENDORSEMENT – NEBRASKA

1. In form FL-6, under Definitions, “pollutant” is deleted and replaced by:

“Pollutant” means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of.
- b. electrical or magnetic emissions, whether visible or invisible.

2. In forms FL-1, FL-502, FL-2, and FL-3, under General Exclusions, the following addition amends Intentional Acts:

However, if the loss was proximately related to and in furtherance of abuse, this exclusion does not apply to an otherwise covered loss suffered by “you” or another insured who did not cooperate in or contribute to the act that caused the loss.

Subject to the “terms” under How Much We Pay For Loss Or Claim and all other “terms” of this policy, “our” payment to “you” or another insured who did not cooperate in or contribute to the act that caused the loss will be limited to that person’s insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property. “We” retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

3. In form FL-6, under General Exclusions – Coverages E, F, and G, the following addition amends Intentional Acts:

However, if the loss was proximately related to and in furtherance of abuse, this exclusion does not apply to an otherwise covered loss suffered by an “insured” who did not cooperate in or contribute to the act that caused the loss.

Subject to the “terms” under How Much We Pay For Loss Or Claim and all other “terms” of this policy, “our” payment to an “insured” who did not cooperate in or contribute to the act that caused the loss will be limited to that person’s insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property. “We” retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

4. Under Loss Settlement Terms and/or Loss Settlement Provisions:

- a. all references to the cost to repair or replace the property are changed to refer to the cost to repair or replace the lost or damaged part of the property; and
- b. all references to the actual cash value at the time of the loss and the actual cash value of the property at the time of loss are changed to refer to the actual cash value of the lost or damaged part of the property at the time of loss.

5. In forms FL-1, FL-502, FL-2, and FL-3, the following is added to the provisions which establish the valuation of property losses:

If real property covered by this policy is totally destroyed by fire, tornado, windstorm, lightning, or explosion, with criminal fault on the part of neither “you”, another insured, nor an assignee of either, the “limit” stated on the Declarations for the covered real property will be the true value of the property insured and the true amount of loss and measure of damages.

6. In form FL-6, the following is added to the provisions which establish the valuation of property losses:

If real property covered by this policy is totally destroyed by fire, tornado, windstorm, lightning, or explosion, with criminal fault on the part of neither an “insured” nor an “insured’s” assignee, the “limit” stated on the Declarations for the covered real property will be the true value of the property insured and the true amount of loss and measure of damages.

7. Under Policy Conditions, the following is added to Appraisal:

This condition applies only if “you” and “we” agree to the appraisal and agree to be bound by the results established by the “terms” of this condition.

8. Under Policy Conditions, Cancellation and Nonrenewal is replaced by:

Cancellation And Nonrenewal – “You” may cancel this policy by returning the policy to “us” or by giving “us” written notice and stating at what future date coverage is to stop.

“We” may cancel or not renew this policy by mailing written notice to “you” by registered, certified, or first class mail to the address shown on the Declarations. If sent by first class mail, a United States postal certificate of mailing will be sufficient proof of receipt of notice on the third calendar day after the date of the certificate. “Our” notice will state the reason for cancellation or nonrenewal.

During the first 60 days this policy is in effect, “we” may cancel for any reason.

If this policy has been in effect for more than 60 days, or if it is a renewal of a policy issued by “us”, “we” may cancel or not renew only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. this policy was obtained through material misrepresentation;
- c. the risk originally accepted has substantially increased;
- d. an “insured” has submitted a fraudulent claim;
- e. an “insured” has violated any of the “terms” and conditions of the policy;
- f. there is certification to the Director of Insurance of “our” loss of reinsurance which provided coverage for all or a substantial part of the underlying risk insured; or
- g. there is determination by the Director of Insurance that the continuation of the policy could place “us” in violation of the insurance laws of this state.

“We” will give “you” notice at least ten days before cancellation is effective if this binder or policy has a term of 60 days or less and has not previously been renewed, or if “we” cancel this policy for nonpayment of premium. Otherwise, “we” will give “you” notice at least 60 days in advance of cancellation or nonrenewal.

“Your” return premium, if any, will be refunded at the time of cancellation or as soon as practicable. Payment or tender of the unearned premium is not a condition of cancellation.

9. Under Policy Conditions, Death is deleted and replaced by the following:

Death

- a. On “your” death, protection on “your” covered property passes to:
 - 1) “your” legal representative; or
 - 2) any other persons having proper, temporary custody of covered property.
- b. If the owner of real property covered under this policy dies and the interest in such property is transferred pursuant to a transfer on death deed in accordance with Nebraska law, the following “terms” apply:
 - 1) the designated beneficiary will be deemed an insured party, but only with respect to the beneficiary’s interest in the transferred property;
 - 2) pursuant to item 1) above, temporary coverage will be extended to the beneficiary; and
 - 3) such coverage will terminate:
 - a) 30 days after the owner’s death as described in item b. above;
 - b) on the expiration date of this policy; or
 - c) on the date a replacement policy obtained by the beneficiary becomes effective;whichever is earlier.

However, this item b. does not apply if the beneficiary has disclaimed interest in the transferred property.

10. Under Policy Conditions, the following is added to Misrepresentation, Concealment, or Fraud:

No misrepresentation made by “you” or on “your” behalf in negotiation or application for this policy affects “our” obligations under the policy unless such misrepresentation is material, is made knowingly with intent to deceive, is relied upon by “us”, and deceives “us” to “our” injury.

No breach of warranty or condition affects “our” obligations under the policy unless the breach exists at the time of the loss and contributes to the loss.