

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – NEW MEXICO

GENERAL EXCLUSIONS

1. **Ordinance or Law** is deleted and replaced by the following:
 1. Ordinance Or Law, meaning any ordinance or law:
 - a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.
 - b. The requirements of which result in a loss in value to property; or
 - c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.
- Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- This exclusion applies whether or not the property has been physically damaged.
 4. **Power Failure** is deleted and replaced by the following:
 4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.
 8. **Intentional Loss** is deleted and replaced by the following:

8. Intentional Loss

We do not provide coverage for any loss arising out of any act committed by or at the direction of you or any person or organization named as an additional insured with the intent to cause a loss, we will provide coverage to an innocent insured victim of domestic abuse, as defined in the "Domestic Abuse Insurance Protection Act", to the extent of that person's interest in the property when the damage is proximately related to and in furtherance of domestic abuse.

CONDITIONS

3. **Concealment or Fraud** is deleted and replaced by the following:

3. Concealment Or Fraud

With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a loss, one or more persons insured under this policy 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.

5. Loss Settlement

For the premium charged, item 5. Loss Settlement is deleted and replaced with the following:

5. Loss Settlement

Covered property losses are settled as follows:

- a. Property of the following types
 - (1) Dwelling;
 - (2) Mobilehome used solely for residential purposes and located permanently as described in the policy;
 - (3) Other structures; and
 - (4) Personal Property:

At actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property after application of the deductible and any depreciation where applicable, or the limit of liability that applies to the damaged property.

10. **Subrogation** is deleted and replaced by the following:

10. Subrogation

You may waive in writing before a loss all rights of recovery against any person. However, this waiver does not apply if an insured is a victim of domestic abuse as defined in the "Domestic Abuse Insurance Protection Act". In this case, we shall be subrogated to the rights of the innocent insured claimant to recover for any losses we paid for property damages.

In all other cases, if you have not waived in writing before a loss all rights of recovery against any person, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

17. Cancellation

Paragraph **b.(2)** is deleted and replaced by the following:

- (2)** When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect. The effective date of cancellation must fall within such 60 day period.

The introductory words (up to "cancel") of the first sentence of Paragraph **b.(3)** are deleted and replaced by the following:

- (3)** When this policy has been in effect for more than 60 days or at any time if it is a renewal with us we may cancel:

The following condition is added:

26. Settlement Of Property Claims In The Event Of A Catastrophe

In the event that you report a claim, for direct physical loss to covered property that results from a catastrophe:

- a.** Declared by the Superintendent of Insurance; and

- b.** Covered under this policy;

we will reach agreement with you on the amount of loss within 90 days following the declaration of the catastrophe by the Superintendent of Insurance, provided you reported your claim to us prior to the declaration of catastrophe.

If you reported your claim to us after the declaration of the catastrophe by the Superintendent of Insurance, we will reach agreement with you on the amount of loss within 90 days after the date on which you report the claim.

However, the time periods specified above will be extended by the period of time taken to resolve the following situations:

- a.** We suspect the claim is fraudulent and commence an investigation to make such a determination;
- b.** You do not provide the necessary information regarding the nature of the claim, following our request for such information; or
- c.** You filed suit against us in connection with the claim before expiration of the applicable 90 day period.

These requirements do not restrict our rights under the Suit Against Us and Appraisal conditions of this policy.

All other provisions of this policy apply.