

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

## **NEW MEXICO CHANGES – PROPERTY CLAIMS SETTLEMENT IN THE EVENT OF A CATASTROPHE**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART

- A.** The provisions of this endorsement apply to a claim for direct physical loss or damage to Covered Property, provided that:
  - 1.** The claim is for loss or damage that results from a catastrophe declared by the Superintendent of Insurance; and
  - 2.** The catastrophic event is a Covered Cause of Loss.
- B.** The word loss, as used in this endorsement, includes "loss" as defined in certain coverage forms.
- C.** The following provisions, **C.1.** and **C.2.**, are added to the policy and supersede any provisions to the contrary:
  - 1.** If you reported your claim to us:
    - a.** Before the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date the catastrophe was declared;
    - b.** After the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date on which you reported the claim.
  - 2.** However, the time periods specified in **C.1.** 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.
- D.** All other provisions of this policy continue to apply in the event of a catastrophe, including the Suit Against Us and Appraisal conditions.
- E.** This endorsement does not invalidate our right to deny your claim, nor the right of either party to seek judgment in a court having jurisdiction.