

AMENDATORY ENDORSEMENT MINNESOTA

1. Under "Co-Insurance Contract", the section is deleted and replaced by the following:

It is expressly stipulated and made a condition of this policy that this Company shall not be liable for a greater portion of any loss or damage to the property described therein than the amount insured hereunder bears to 100 % of the replacement cost of said property at the time such loss or damage shall happen. Therefore the amount of coverage should represent the replacement cost of the insured property.

2. Under Property We Will Not Cover, the paragraph is deleted and replaced by the following:

The policy does not cover DVD's, CD's, video games and any other items not listed in the 'What This Agreement Covers' paragraph.

3. Under **Losses We Will Not Cover**, the paragraph Unexplained Loss, Accidental Damage or Mysterious Disappearance is deleted and replaced by the following:

Unexplained Loss or Mysterious Disappearance: We will not cover a loss caused by your inability to locate an item of property unless circumstances support the theory that the property was stolen. If your property was stolen, you are required to notify the campus or city police immediately upon discovery. This policy does not provide coverage if you fail to notify the police.

4. Under **Losses We Will Not Cover**, the paragraph Accidental Damage is added.

Accidental Damage: We will not cover any loss caused by accidental damage unless the accidental damage is caused by thieves or vandals, or fire.

5. Under "What To Do If You Have A Loss", (7) is deleted and replaced by the following:

(7) Send us or our agent a sworn **Proof of Loss Statement**. This statement gives us the details of damaged property. Payment will be made within five business days after we reach agreement with you.

6. Under "Your Coverage Begins", the section is deleted and replaced by the following:

Your coverage begins at 12:01 a.m. Standard Time at the location of your property the day after the postmark on your application for coverage. In the case of metered mail, your coverage begins the day your application is received by us or our agent.

Your coverage ceases at 12:01 a.m. Standard Time on the expiration date stated in the policy declarations. In the event the policyholder leaves school before graduation, he/she will notify the company of his/her change in status and can keep coverage in force until the end of the policy period or request that the policy be canceled. However, graduating students may renew their policy for one (1) additional year.

7. Subrogation is amended to include the following:

We will not subrogate against:

- a. an insured for a loss resulting from the non-intentional acts of the insured; or
- b. a person insured under another policy issued by us covering the same loss when that loss was caused by the non-intentional acts of such person.

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8. Under If We Disagree, the paragraph is deleted and replaced by the following:

If you and we do not agree on the amount of your loss, the following procedure will be used:

- (1) When appraisal has been requested by one party, both parties will mutually consent to the appraisal proceedings.
- (2) One of us will make a written request for appraisal, which is the process by which we will settle our disagreement.
- (3) Each of us will select an appraiser and decide upon a time and place for the appraisal.
- (4) The appraisers will select an impartial umpire. If they cannot agree on an umpire within 15 days, a judge of a court of record in the state where the insured's residence is located (unless another location is agreed to by both parties) will be asked to select the umpire.
- (5) The appraisers will each figure the loss according to the terms of the policy. If they do not agree, they will submit their figures to the umpire. An agreement among two of the three will decide the amount of the loss. You will pay your appraiser and we will pay ours. We will equally divide the cost of the umpire. The appraisers and umpire cannot deny you or us any rights we have under this policy.

9. The policy condition Cancellation is deleted and replaced by the following:

You may cancel this policy at any time. We have the same right.

To cancel, you must return the Declarations page to us or our agent. If you cannot return the Declarations page, you must tell us in writing the date which you want coverage to end. The date can't be before the date of the writing.

If you cancel your policy within the first thirty (30) days that coverage is in effect, the premium will be refunded in its entirety. Refunds after thirty (30) days will be made pro rata if the unearned premium is for a period of more than one month.

If we cancel the policy, we will mail notice to you at your last known address at least seventy-five (75) days before your coverage will end. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

Proof of mailing of any notice shall be sufficient proof of notice. You will receive a refund of any unearned premium within twenty (20) days after the date that cancellation takes effect. If we cancel, the refund will be pro rata.

No policy which has been in effect for seventy (70) days or more, or at any time if a renewal of a policy issued by us, shall be canceled by the insurer except for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) The policy was obtained through fraud or material misrepresentation;
- (c) Any insured violated any of the terms and conditions of the policy which occurred after the effective date of the current policy and substantially and materially increased the hazard insured against;
- (d) A determination by the Commissioner that continuation of the present volume of premiums would jeopardize the insurer's insolvency or be hazardous to the interests of the insurer's policyholders, creditors or the public;
- (e) The risk originally accepted has substantially increased;
- (f) The Insured's conviction of a crime arising out of acts increasing the hazard insured against; or
- (g) A determination by the commissioner that the continuation of the policy could place the insurer in violation of the insurance laws of this state.

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10. The policy condition Nonrenewal is deleted and replaced by the following:

We may elect not to renew this policy by mailing written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us. We will mail these notices at least sixty (60) days before the:

- (a) Expiration of the policy; or
- (b) Anniversary date of this policy if this policy has been written for a term of more than one (1) year.

Otherwise, we will renew this policy unless:

- (a) You fail to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to you and to your agent, at least twenty (20) days before the expiration date: or
- (b) Other coverage acceptable to the insured has been procured prior to the expiration date of the policy.