

This Endorsement Changes The Policy. Please Read It Carefully.

APPRAISAL CLAUSE AMENDMENT

This endorsement replaces any and all other provisions regarding appraisal.

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

1. If the Insured and the Company (the “parties”) disagree on the amount of the loss and / or the costs necessary to repair or replace damaged property, either party may make a written demand for an appraisal to determine such amounts within a reasonable time during the adjustment period, but in no case after any litigation has commenced. The appraisal shall be limited solely to those claims previously presented to the Company for investigation and claim adjustment.
2. Each party will select a disinterested and competent appraiser within twenty (20) business days of receipt of such demand. Following the appointment of the appraisers, the parties will negotiate a written Appraisal Agreement that will be mutually agreed to in writing, by and between the parties. An appraisal may take place only if the parties agree to participate in the appraisal process pursuant to terms of a written Appraisal Agreement. If the parties cannot mutually agree on a written Appraisal Agreement, an appraisal will not take place.
3. The Appraisal Agreement must contain, at a minimum:
 - 3.1. confirmation that the selected appraisers are disinterested, competent, and do not have a financial interest in the claim and/or the appraisal award (including, but not limited to, any prior, existing or future conditional or contingent interest in the outcome of the claim or appraisal award);
 - 3.2. The appraiser shall disclose their means of compensation;
 - 3.3. a protocol for the inspection of the property by the appraisers;
 - 3.4. a protocol for communications between and among the appraisers and the Umpire;
 - 3.5. the specific itemization of each item and/or claim category in dispute; and
 - 3.6. the form of appraisal award.
4. The selected appraisers will then preliminarily confer in an attempt to agree upon a competent, neutral, impartial, and disinterested Umpire. If the two (2) appraisers fail to agree on an Umpire within twenty (20) business days after their meeting, the parties will then jointly request that the selection of a competent, neutral, impartial, and disinterested Umpire be made by a court of competent jurisdiction. However, to the extent that the Policy to which this endorsement attaches contains a venue and/or choice of law

provision(s), any request for judicial intervention made by the parties relative to the selection of a neutral Umpire must be made in accordance with such venue and/or choice of law provision.

5. If either party to the appraisal unilaterally files for and/or seeks judicial intervention relative to the selection of the Umpire without notice to the other party, such Umpire selection shall be invalid and the selection of a new Umpire shall be required and undertaken. If the appraisers do not agree to jointly request the appointment of an Umpire, either party may unilaterally end the appraisal with written notice to the other party.
6. The parties shall provide the appraisers with all non-privileged information, documentation, reports, photographs, measurements, repair or replacement invoices, bids obtained, calculations and any other documents used or considered to support their respective measurements of the damaged property value(s) or claimed loss. The appraisers shall also exchange with each other all non-privileged documentation in their possession and/or relied on by them in formulating their respective opinions. All information, documentation and / or similar data shall be provided in its native format if requested.
7. If either appraiser has a dispute regarding the other appraiser's requests for information, document productions or similar, and agreement cannot be reached between the appraisers, the Umpire will resolve the dispute.
8. The appraisers shall then appraise the measurement of the loss. Agreement(s) by the appraisers on any item and / or category of loss claimed shall be deemed the amount of the award. If the appraisers fail to agree on any item or category of claimed loss, they will submit their differences of disputed items only to the Umpire. Only those documents that have been exchanged between the appraisers may be submitted to the Umpire for consideration. An award agreed to by any two (2) members of the appraisal panel will be binding.
9. Neither the appraisers nor the Umpire shall have authority to address, consider or resolve any questions or issues relative to coverage under the Policy including, but not limited to, the interpretation, application of, or compliance with any term, condition, limitation or exclusion under the Policy.
10. At any time after the request for appraisal, the Company will retain its right to demand compliance with any duties in the Event of Loss provision or any other insured cooperation provision(s) as may be contained or exist within the Policy, regardless of how such provision may be titled. The Company has the right to require compliance with any such duties prior to continuance of the appraisal proceeding.
11. If there is an appraisal, it is without prejudice to the Company's rights under the terms and conditions of the Policy, including the Company's right to deny the claim.

12. Where applicable, the parties agree that during the pendency of an appraisal all required responses and cures to any Civil Remedy Notices are extended until thirty (30) days after the appraisal is concluded.
13. Each party will:
 - 13.1. pay its chosen appraiser as well as their own costs, fees and expenses associated with the appraisal; and
 - 13.2. share the Umpire's fees equally.
14. If any provision of this Amendment is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect:
 - 14.1. the enforceability or validity in that jurisdiction of any other provision of this Agreement; or
 - 14.2. the enforceability or validity in other jurisdictions of that or any other provision of this Agreement.

All other terms, limitations and conditions remain unaltered.

LMA5661
05 November 2024