OREGON CHANGES
Modifies provisions of the Premier Building Owner’s Package Policy

I. It is agreed that the Concealment, Misrepresentation or Fraud provision of the Premier Building Owner’s Package Policy is changed to read:

CONCEALMENT, MISREPRESENTATION OR FRAUD
This entire policy will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject of it, your interest in it, or in case of any fraud or false swearing by you relating to it.

All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. Statements that arise from an error in the application may not be used in defense of a claim under this policy unless:

1. the statements are contained in a written application; and
2. a copy of the application is endorsed upon or attached to this policy when issued.

To use any representation made by you, or on your behalf, to defend a claim under this policy we must show that the representation is material and that we relied upon it.

II. It is agreed that the Your Duties Following a Loss provision, paragraph 1. B., is amended to read:

B. file with us a detailed sworn statement of loss within ninety (90) days after you receive the necessary forms from us unless this time is extended by us in writing, setting forth to the best of your knowledge and belief:

1) the time and cause of loss.
2) your interest and that of all others in the property involved.
3) other policies of insurance that may cover the loss.
4) changes in title or occupancy of the property during the term of this policy.
5) specifications of any damaged structures, detailed estimates for repair of the damage and the amount you claim for the repair under this policy.
6) the amount claimed for replacement of trees, shrubs and other plants or for the removal of debris of such property accompanied by all exhibits necessary to support that amount.
7) an inventory of damaged, covered personal property and the amount you claim for that property under this policy accompanied by all exhibits necessary to support that amount.
III. It is agreed that the Mandatory Arbitration and Optional Claim Resolution provisions of the Premier Building Owner’s Package Policy are deleted and the following provision is added:

**Optional Arbitration**

At your option, if we fail to agree with you as to the meaning or effect of any provision of this policy or as to the amount payable in accordance with the express terms of this policy, you may have both the amount of the loss and any coverage issues decided at the same time through a binding arbitration, in lieu of an appraisal, in accordance with the statutory rules and procedures of the state in which the property is located. Should an arbitration under the terms of this clause result in any of the following, we will reimburse you for expenses actually incurred by you with respect to the arbitration, including reasonable attorney’s fees, in a sum to be determined by the arbitrator(s):

1. a finding of coverage for claimed loss or damage for which coverage is denied by us;
2. a finding that you are entitled to a loss payment in accordance with the express terms of this policy and exclusive of costs or attorney’s fees in an amount that exceeds the amount of any offer made by us in writing to settle your claim at any time up to thirty (30) days prior to the commencement of the arbitration.

IV. It is agreed that the Time Limitation for Action provision is amended to read:

**Time Limitation for Action**

No suit, demand for arbitration or other action on this policy for the recovery of any claim shall be sustainable in any court or other forum unless all the requirements of this policy have been complied with and unless commenced within twenty-four (24) months after the inception of the loss.

V. With respect to SECTION II – BUSINESS LIABILITY, the word “spouse” is replaced by the following:

spouse or domestic partner if the domestic partnership is recognized under Oregon law

All other policy terms, limitations, and conditions remain unchanged.