

MAINE  
AMENDATORY ENDORSEMENT

This endorsement, effective \_\_\_\_\_ forms a part of

policy no.: \_\_\_\_\_ issued to

by:

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION/NONRENEWAL

It is hereby agreed and understood that the cancellation provision of this policy is amended to read as follows:

This policy may be cancelled by the Insurer within sixty (60) days after the effective date of this policy without cause. This section shall not apply if this policy is a renewal policy issued by the Insurer to the First Named Insured.

After this policy has been in effect for sixty (60) days or more, the Insurer may not cancel prior to the expiration of this policy unless such cancellation is based on one or more of the following reasons:

- Nonpayment of premium;
- Fraud or material misrepresentation made by, or with the knowledge of, the First Named Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- Substantial change in risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
- Failure of the First Named Insured or Other Insured(s) to comply with reasonable loss control recommendations;
- Substantial breach of contractual duties, conditions or warranties; or
- Determination by the Superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize the Insurer's solvency or will place the Insurer in violation of the insurance laws of this state or any other state.

If this policy has been issued for a term longer than one year, and, for additional premium consideration, a premium has been guaranteed, the Insurer may not refuse to renew or increase this policy premium for the term of this policy.

If the Insurer offers or purports to renew this contract, but on less favorable terms to the First Named Insured or at higher rates, and a higher rating plan, the new terms or rates and rating plan may take effect on the renewal date if the Insurer has provided the First Named Insured thirty (30) days notice. If the Insurer has not so notified the First Named Insured, the First Named Insured may elect to cancel the renewal policy within the 30-day period after receipt of the notice or delivery. Earned

premium for the period of coverage for such time as the renewal contract may have been in force, shall be calculated pro rata at the lower of the current or previous year's rate. If the Insured accepts the renewal, the premium increase, if any, and other changes shall be effective immediately following the prior policy's expiration or anniversary date. This section does not apply if the change is a rate, form or plan filed with the Superintendent and applicable to the entire class of business to which the policy belongs or to a premium increase based on the altered nature or extent of the risk insured against.

Cancellation or nonrenewal is not effective until notice is received by the First Named Insured as follows:

- All notices of cancellation and nonrenewal shall be in writing and mailed or delivered to the First Named Insured;
- Cancellation shall not be effective prior to ten (10) days after receipt by the First Named Insured of a notice of cancellation. The notice shall state the effective date and the reason or reasons for cancellation;
- Nonrenewal shall not be effective prior to thirty (30) days after the First Named Insured's receipt of written notice; and
- A post office certificate of mailing to the First Named Insured at his last known address shall be conclusive proof of receipt of notice on the 3rd calendar day after mailing.

All other provisions of this policy remain unchanged.

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AUTHORIZED REPRESENTATIVE