

Effective date of this Endorsement:

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc., Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MAINE AMENDATORY ENDORSEMENT TO POLICY TERMS AND CONDITIONS

This endorsement modifies insurance provided under the following:

1. **III. LIMITS OF LIABILITY** is amended to add the following:

G. The Limit of Liability for the Optional Extension Period shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**. Provided, however, the Limit of Liability for the **Optional Extension Period** shall be equal to one hundred percent (100%) of the maximum aggregate Limit of Liability stated in the Declarations if the **Insured** exercises its option under Clause **XI**. to purchase an **Optional Extension Period** with a Limit of Liability equal to one hundred percent (100%) of the maximum aggregate Limit of Liability stated in the Declarations. Such separate aggregate limit for the **Optional Extension Period** shall be the Underwriters' maximum liability for all **Loss** arising from all **Claims** made during the **Optional Extension Period**.

2. **X. GENERAL CONDITIONS** A. 2. And 3. are deleted and replaced with the following:

2. The Underwriters reserve the right to seek an action to rescind this Policy or shall not afford coverage under this Policy provided that any **Insureds** in obtaining this Policy or any time thereafter

- (a) willfully concealed or misrepresented any material fact or circumstance concerning this Policy, the subject thereof, any insurance claim, or the interest of the Insured; and

- (b) engaged in any fraudulent conduct.

Where the concealment, misrepresentation, or fraud contributed to the **Loss**, deceived the Underwriters to their detriment and the Underwriters in good faith would not have issued the Policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the **Loss**, if the true facts had been made known to the Underwriters as required during the process of obtaining the Policy or otherwise.

3. **X. GENERAL CONDITIONS** C. Cancellation/Nonrenewal 2. is deleted and replaced with the following:

2. If this Policy has been in effect for less than sixty (60) days, the Underwriters may cancel this Policy for any reason by mailing or delivering to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. A Post Office Certificate of Mailing to the **Named Insured** at its last known address is conclusive proof of receipt of notice on the third calendar day after mailing

If this Policy has been in effect for sixty (60) days or more or is a renewal, the Underwriters may only cancel this Policy for one of the following reasons

- (a) nonpayment of premium;
- (b) fraud or a material misrepresentation made by or with the knowledge of the **Named Insured** in obtaining this Policy, continuing this Policy or in presenting a claim under this Policy;
- (c) substantial change in the 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 rules, legislation, or court decision;
- (d) failure to comply with reasonable loss control recommendations;
- (e) substantial breach of contractual duties, conditions, or warranties; or
- (f) determination by the Superintendent of Insurance that the continuation of a class or block of business to which this Policy belongs will jeopardize a company's solvency or will place the Underwriters in violation of the insurance laws of this State or any other state.

If the Underwriters cancel this Policy for the reasons set forth above, the Underwriters shall mail written notice of cancellation to the **Named Insured** stating when, not less than ten (10) days thereafter, such cancellation shall be effective. A Post Office Certificate of Mailing to the **Named Insured** at its last known address is conclusive proof of receipt of notice on the third (3rd) calendar day after mailing. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

Any **Insureds** who have received notice of the Underwriters' intent to cancel this Policy may, within forty-five (45) days of the receipt of notice, request a hearing before the Superintendent of Insurance. The purpose of this hearing shall be limited to establishing the existence of the proof or evidence given by the Underwriters in its notice of cancellation.

4. Clause **X. GENERAL CONDITIONS** C. Cancellation/Nonrenewal 4. is amended to add the following:

A Post Office Certificate of Mailing to the **Named Insured** at its last known address is conclusive proof of receipt of notice on the third calendar day after mailing.

5. Clause **XI. OPTIONAL EXTENSION PERIOD** A. is amended to add the following at the end of this section:

The **Optional Extension Period** offered by the Underwriters pursuant to Clause **XI**. shall include an offer of an **Optional Extension Period** for the duration of three (3) years. In addition to this offer, the Underwriters shall offer an **Optional Extension Period** for lesser durations.

6. Clause **XI. OPTIONAL EXTENSION PERIOD** D. is deleted in its entirety and replaced by the following:

The Limit of Liability applicable to the **Optional Extension Period** shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**, unless the **Named Insured** requests, in the alternative, an **Optional Extension Period** with a separate limit of liability equal to one hundred percent (100%) of the aggregate Limit of Liability stated in the Declarations and agrees to pay the additional premium assessed by the Underwriters.

7. Clause **XIII. ACTION AGAINST UNDERWRITERS** is amended to add the following:

The **Insureds** shall have the right to bring suit against the Underwriters with two (2) years from date of **Loss**.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this policy remain unchanged.

Authorized Representative