

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

### MICHIGAN AMENDATORY ENDORSEMENT TO POLICY TERMS AND CONDITIONS

This endorsement modifies insurance provided under the following:

<Product Name>

1. Clause VI. **SETTLEMENT AND DEFENSE D.** is amended to add the following at the end of this section:  
  
Prior to a trial, the Underwriters shall not settle an action brought by a third party against the **Insured** unless the Underwriters give the **Insured** notice of the settlement at least ten (10) days prior to the settlement.
2. Clause IX. **NOTIFICATION A.** is amended to add the following:  
  
Failure to provide written notice to the Underwriters of any **Claim** within the time specified in this Policy shall not invalidate such **Claim** if the **Insured** can demonstrate that it was not reasonably possible to provide such notice and that notice was provided as soon as practicable. Notwithstanding anything to the contrary in the Declarations and this Clause IX. **NOTIFICATION**, notice of any **Claim** may also be provided to any authorized agent of the Underwriters located within the state of Michigan.
3. Clause X. **GENERAL CONDITIONS C. Cancellation/Nonrenewal 1.** is amended to add the words ", or the Underwriters' authorized agent, with postage fully paid," after the words "'or by mailing to the Underwriters" .
4. The first sentence of Clause X. **GENERAL CONDITIONS C. Cancellation/Nonrenewal 3.** is deleted and replaced with the following:  
  
If this Policy is cancelled pursuant to Clause X. C.1., the Underwriters shall calculate return premium, if any, on a pro rata basis.
5. Clause X. **GENERAL CONDITIONS C. Cancellation/Nonrenewal 3.** is amended further to add the following at the end of this section:  
  
The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.
6. The second sentence of Clause **XIV. ENTIRE AGREEMENT** is deleted and replaced with the following:  
  
The terms of this Policy shall not be waived or changed except by written endorsement or rider issued by the Underwriters to form a part of this Policy.

7. Clause **XVII. BANKRUPTCY** is amended to add the following:

In the event execution against the **Insured** is returned unsatisfied in an action brought by the injured person or claimant or such person's estate because of such insolvency or bankruptcy, then an action may be maintained in the nature of a writ of garnishment by the injured person or claimant against the Underwriters under the terms of this Policy for the amount of the judgment obtained against the **Insured** not to exceed the Policy's Limit of Liability as provided in the Declarations.

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.

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Authorized Representative