

**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"**

**MINNESOTA AMENDATORY ENDORSEMENT TO POLICY TERMS AND CONDITIONS**

This endorsement modifies insurance provided under the following:

<Policy Name>

1.     Declarations Amendment  
The preceding paragraph following Item 11 of the Declarations is deleted and replaced with the following:

The Underwriters have caused this Policy to be signed and attested by its authorized officers.
2.     Clause III. LIMIT OF LIABILITY F. is deleted and replaced with the following:

F.     If all the aggregate Limit(s) of Liability are exhausted, Underwriters' obligations to pay Loss under this Policy shall be completely fulfilled and extinguished. However, if a judgment is entered against the **Insureds**, the principal amount of which is within the applicable Limit(s) of Liability shown in the Declarations and which is otherwise covered under this Policy, Underwriters shall pay any costs, disbursements and prejudgment interest awarded on the portion of such judgment which is covered under this Policy, even if the total amount of the covered portion of the principal amount of the judgment and prejudgment interest exceeds the Limit of Liability.
3.     Clause IX. NOTIFICATION A. is amended by deleting the words "in writing" after the word "notice".
4.     The third sentence of Clause IX. NOTIFICATION C. is deleted and replaced with the following:

Notwithstanding anything to the contrary in this Policy, including the Declarations, the **Named Insured's** producer of record is authorized to receive written or oral notice of **Claim**, and any notice given to such producer is considered notice to Underwriters. All notices under any provision of this Policy must be made in writing, except notice of a **Claim** which may be made orally or in writing.
5.     Clause X. GENERAL CONDITIONS A. Representations 2. is deleted and replaced with the following:
  2.     that in the event that the **Application** contains misrepresentations made with the actual intent to deceive and defraud, or contains misrepresentations which increase the risk of loss under this Policy, this Policy shall not afford any coverage with respect to those **Insureds** who made or had knowledge of such misrepresentations; and
6.     Clause X. GENERAL CONDITIONS C. Cancellation/Nonrenewal 2. is amended to add the following:

The notice of cancellation shall state the reason for cancellation and also shall state the amount of the premium due, the due date, and the effect of nonpayment by the due date. No cancellation for nonpayment of premium shall be effective if the amount due is paid before the effective date set forth in the notice of cancellation.

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

If Underwriters renew this Policy for higher rates or at a higher rating plan or at less favorable terms as to the dollar amount of coverage or Retention(s), Underwriters shall provide written notice of the new rates, rating plan, or terms to the **Named Insured** at least sixty (60) days prior to the expiration of this Policy. If Underwriters have not so notified the **Named Insured**, the **Named Insured** may elect to cancel the renewal policy within the sixty (60) day period after receipt of the notice. Earned premium for the period of coverage, if any, shall be calculated pro rata upon the prior Policy's rate.

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

5. If notice of cancellation or nonrenewal is mailed, such notice shall be sent by first class or certified mail addressed to the **Named Insured's** last known address. Notice by first class or certified mail is effective upon deposit in the United States mail. Notice of cancellation and nonrenewal shall also be mailed or delivered to the agent of record, if any. A United States Postal Service proof of mailing of the service of such notice is sufficient proof of notice.

9. Clause XI. **OPTIONAL EXTENSION PERIOD A.** is deleted and replaced with the following:

A. If this Policy is cancelled or nonrenewed by the **Named Insured** or Underwriters, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.a. of the Declarations of the total annualized premium for this Policy, to an extension of the coverage granted by this Policy with respect to a **Claim** first made during the period of time set forth in Item 7.b. of the Declarations after the end of the **Policy Period**, but only with respect to any **Wrongful Act** committed before the effective date of cancellation or nonrenewal. The **Optional Extension Period** offered by Underwriters will be at least one year in length.

10. Clause XII. **ASSISTANCE, COOPERATION AND SUBROGATION** is amended to add the following at the end of the second paragraph thereof:

However, in the event of any payment under this Policy, Underwriters may not proceed against the **Insureds** in a subrogation action where the **Loss** was caused by the nonintentional acts of the **Insureds**, nor may Underwriters proceed against another person or entity if that other person or entity is insured for the same loss by Underwriters and the **Loss** was caused by the nonintentional acts of the insured person or entity against whom subrogation is sought.

11. The second sentence in Clause XIV. **ENTIRE AGREEMENT** is deleted and replaced with the following:

Notwithstanding anything to the contrary in this Policy, including the Declarations, the producer of record is authorized to receive written or oral notice of **Claim**, and any notice given to such producer of record is considered notice to the **Named Insured**.

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