



**GENERALI**

Assicurazioni Generali S.p.A.

UNITED STATES BRANCH

7 World Trade Center, 250 Greenwich Street 33<sup>rd</sup> Floor, New York, NY 10007

---

### **MAINE AMENDATORY ENDORSEMENT**

This Rider is attached to and made part of the “policy” as of the Policy Effective Date shown in the Policy’s Application effective February 1, 2016. It is subject to all the provisions, limitations and exclusions of the “policy” except as this Rider specifically modifies them.

With regard to Maine “participating organizations,” the “policy” and Summary of Benefits are amended as follows:

1. The following provision is added to the section entitled **FILING A CLAIM**:

#### **Time of Payment of Claim**

“We” will pay a claim for payment of benefits for a “loss” under this “policy” within 30 days after satisfactory proof of loss is received by “us”. A claim that is neither disputed nor paid within 30 days is overdue. If, during the 30 days, “we”, in writing, notify the “insured” that reasonable additional information is required, the undisputed claim is not overdue until 30 days following “our” receipt of the additional required information. Notwithstanding, if “we” fail to pay an undisputed claim or any undisputed part of the claim when due, the amount of the overdue claim or part of the claim bears interest at the rate of 1 ½% per month after the due date.

Note that any post-judgement interest will be paid as provided by Maine law.

2. The following provision is added to the section entitled **TERMINATION OF INSURANCE**:

“We” may cancel or non-renew a “participating organization’s” participation in the “policy” subject to the following:

If “we” cancel or non-renew coverage under this “policy”, “we” will mail or deliver written notice to the “participating organization” and “insured” at last address shown in “our” records. The notice will include the effective date of such cancellation or non-renewal. If notice is mailed, a post office certificate of mailing is conclusive proof of receipt of notice on the 3<sup>rd</sup> calendar day after mailing.

During the first sixty (60) days the “participating organization’s” program under the “policy” is in effect, “we” may cancel this “policy” by providing such notice at least:

- a. Fifteen (15) days before the effective date of cancellation if “we” cancel for nonpayment of premium;
- b. Thirty (30) days before the effective date of non-renewal or cancellation, if “we” cancel for a cause that is allowed under the insurance code; or
- c. Forty-five (45) days before the effective date of non-renewal or cancellation, if “we” cancel for any other reason.

After the “participating organization’s” program under the “policy” has been in effect for sixty (60) days, “we” may cancel or non-renew for the following reasons only:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by or with the knowledge of the “master policyholder” in obtaining the “policy” or continuing the “policy”;
- c. Substantial change in the risk that increases the risk of “loss” after the insurance coverage has been issued or renewed, including but not limited to, an increase in exposure to rules, legislation or court decision;
- d. Substantial breach of contractual duties, conditions or warranties; or
- e. Determination by the superintendent of insurance that the continuation of a class or block of business to which the “policy” belongs will jeopardize “our” solvency or will place “us” in violation of the insurance laws of this State or any other state.

“We” will provide the “master policyholder,” the “participating organization” and the “insured” notice of such cancellation or non-renewal thirty (30) days before the effective date of non-renewal or cancellation.

There are no other changes to the “policy” or Summary of Benefits.