

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

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### **NEW HAMPSHIRE 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.

The policy and Summary of Benefits are amended as follows:

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

#### **Payment of Claims**

When “we” receive the “insured’s” proof of “loss,” “we” will commence an investigation of the claim within five (5) business days and provide either written or oral acknowledgment of receipt within ten (10) business days of such receipt. “We” will either pay or deny the claim or provide the “insured” with the reasons why “we” need additional time to process the claim within 30 days of receipt of such claim. If payment is delayed, “we” shall, within 30 days from the date of the delay letter and every 30 days thereafter, send a letter setting forth the specific reasons for the continued delay in the claim settlement process.

2. The section entitled **TERMINATION OF COVERAGE** is amended by the addition of the following:

If “we” cancel or non-renew coverage for a “participating organization” under the “policy”, “we” will provide written notice to the “master policyholder” and the “participating organization”. No notice of cancellation shall be effective unless mailed or physically (not electronically) delivered by “us” to the “master policyholder” and “participating organization” at the mailing address on file with “us” within the time limits stated below. In all instances, the reason or reasons for cancellation or non-renewal shall accompany or be included in the notice of cancellation. “We” shall not be held liable in any claim or suit for damages arising solely from “our” compliance with the requirement that the reason for cancellation or non-renewal be specified.

During the first ninety (90) days coverage for a “participating organization” under the “policy” is in effect, “we” may cancel or non-renew this “policy” by mailing or delivering to the “master policyholder” and the “participating organization” written notice at least:

- a. Fifteen (15) days before the effective date of cancellation if “we” cancel for nonpayment of premium or substantial increase in hazard; or
- b. Sixty (60) days before the effective date of non-renewal or cancellation, if “we” cancel for any other reason.

After coverage for a “participating organization” under the policy has been in effect for ninety (90) days, “we” may cancel for the following reasons only:

- a. Nonpayment of a premium, including nonpayment of any additional premiums due from an audit conducted in accordance with law for the prior policy term;
- b. Fraud or material misrepresentation affecting the “policy,” or violation of any of the terms or conditions of the “policy”; or
- c. Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the commissioner of insurance.

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