

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

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### OHIO 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” is amended as follows:

1. Item 10 of SECTION III – **EXCLUSIONS** entitled **Terrorism** is deleted in its entirety.

2. The following definition is added to SECTION VII:

“Stolen identity event” means the same as “identity theft event”.

3. Item 3 of SECTION VIII – **CANCELLATION, TERMINATION AND NON-RENEWAL** is amended to read:

During the first ninety (90) days that a “policy” is in effect, “we” may cancel or non-renew this “policy” by mailing or delivering to the “insured” written 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 “policy” has been in force for more than ninety (90) days, “we” may cancel or non-renew for the following reasons only:

- a. Nonpayment of premium;
- b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
- c. Discovery of a moral hazard or willful or reckless acts or omissions on the part of the “insured” that increase any hazard insured against;
- d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed, except to the extent “we” reasonably should have foreseen the change or contemplated the risk in writing the contract;

- e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
- f. A determination by the superintendent of insurance that the continuation of the "policy" would create a condition that would be hazardous to the policyholders or the public.

"We" will send written notice to "you" at least:

- a. Fifteen (15) days before the effective date of cancellation if "we" cancel for nonpayment of premium; or
- b. Thirty (30) days before the effective date of non-renewal or cancellation, if "we" cancel for any other reason.

At our sole and absolute discretion, "we" may extend this "policy" on the same terms and rates beyond the expiration date set forth in the Declarations for such period as is necessary for "us" to comply with this paragraph.

The "policy period" will end on the effective date specified in the cancellation or non-renewal notice.

There are no other changes to the "policy".