

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MICHIGAN AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

1. Section **VI. SETTLEMENTS AND DEFENSE**, paragraph **A.** is amended by the addition of the following:

Prior to a trial, the **Insurer** shall not settle an action brought by a third party against an **Insured** unless the **Insurer** gives the **Insured** notice of the settlement at least ten (10) days prior to the settlement.

2. Section **IX. NOTICE**, paragraph **A.** is amended by the addition of the following:

However, failure to provide written notice to the **Insurer** of any **Claim** within the time specified in the applicable **Primary Policy** shall not invalidate such **Claim** if the **Insured** shows 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, Section **III. CONDITIONS OF COVERAGE, B.**, and Section **IX. NOTICE**, notice of any **Claim** may also be provided to any authorized agent of the **Insurer** located within the state of Michigan.

3. Section **X. MODIFICATION, CANCELLATION AND NONRENEWAL**, paragraph **C.** is amended by the addition of the words “, at the address last known to the **Insurer** or the **Insurer’s** authorized agent, with postage fully paid,” after the word “**Policyholder**”.

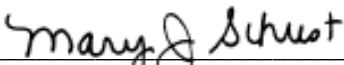
4. Section **X. MODIFICATION, CANCELLATION AND NONRENEWAL**, paragraph **D.** is deleted and replaced by the following:

D. If this Policy is cancelled by the **Policyholder**, the **Insurer** shall refund the unearned premium on a pro rata basis. 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 **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

5. The Policy is amended by the addition of the following:

The insolvency or bankruptcy of any **Insured** or of an **Insured’s** estate shall not release the **Insurer** from its obligation under the Policy and 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 **Insurer** under the terms of the Policy for the amount of the judgment obtained against an **Insured** not to exceed the Policy’s Limit of Liability as provided in the Declarations.

All other provisions remain unchanged.



Authorized Representative

Date