## AMENDATORY ENDORSEMENT MINNESOTA

1. Under Defense Coverage, item 3. h. is removed.

Defense Coverage payments will not reduce the "limit" as described under How Much We Pay.

- 4. If a judgment is entered against you, the principal amount of which is within the applicable limits, we will be responsible for your share of the costs, disbursements, and prejudgment interest included in the judgment even if the total amount of the judgment is in excess of the applicable policy limits.
- 2. Under Exclusions, exclusion 9. is deleted and replaced by the following:
  - 9. "bodily injury" or "property damage":
    - a. that is expected by, directed by, or intended by an "insured";
    - b. that is the result of a criminal act of an "insured"; or
    - c. that is the result of an intentional and malicious act by or at the direction of an "insured".

However, this exclusion does not apply to "bodily injury" or "property damage" that arises out of the use of reasonable force to protect people or property.

- 3. Under What You Must Do In Case Of Loss the first paragraph of item 2. is deleted and replaced by the following:
  - "You" must see to it that "we" or "our" agent or broker receive notice as soon as practicable by any reasonable means including oral or written notice of an "occurrence" or an offense to which this insurance may apply. The notice to "us" must state:

 Under Conditions, Cancellation and Nonrenewal is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". Such notice may also be delivered by electronic means if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent. Proof of delivery or mailing of any notice is sufficient proof of notice.

If "we" cancel this policy when it has been in effect less than 60 days and is not a renewal of a policy issued by "us", "we" will give "you" notice at least 10 days before cancellation is effective.

If "we" cancel this policy after it has been in effect 60 days or more or if it is a renewal of a policy issued by "us", "we" will give "you" notice:

- at least 10 days before cancellation is effective, if cancellation is because the premium has not been paid when due; or
- b. at least 30 days before cancellation is effective, if cancellation is for any reason other than nonpayment of premium.

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before the policy expiration date, or the policy anniversary date if the policy is written on a continuous basis.

"Your" return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

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5. Under Conditions, Misrepresentation, Concealment, or Fraud is deleted and replaced by the following:

## Misrepresentation, Concealment, or Fraud

- -- "We" do not provide coverage for any "insured" if "you" or any other "insured" has, willfully before a loss, or willfully and with intent to defraud after a loss, concealed or misrepresented:
- a material fact or circumstance that relates to this insurance or the subject thereof; or
- b. an "insured's" interest herein.
- 6. Under Conditions, Subrogation is amended to include the following:

"We" will not subrogate against:

- a. an "insured" for a loss resulting from the non-intentional acts of the "insured"; or
- b. a person insured under another policy issued by "us" covering the same loss when that loss was caused by non-intentional acts of such person.