

NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the YOUR WIRELESS EQUIPMENT DEVICE COVERAGE POLICY PROVISIONS FORM 147965 (11/22):

- I. Paragraph 5) **Policy Changes** of **SECTION X – GENERAL CONDITIONS** are deleted in their entirety and replaced with the following:

If **We** make changes to the policy form, the provisions, exclusions and limitations, conditions, endorsements or rules whereby the insurance is expanded or broadened without any additional premium, this policy will be so expanded.

A renewal policy may contain a change in policy terms. If such change occurs, **We** shall give **You** advance written notice summarizing the change. **We** will also provide a sample copy of the notice to **Your** Insurance Agent. Such notice shall be entitled "Notice of Change in Policy Terms."

- II. Paragraph 8) **Legal Action Against Us** of **SECTION X – GENERAL CONDITIONS** are deleted in their entirety and replaced with the following:

No legal or equitable action may be brought against **Us** unless there has been full compliance with all of the terms of this policy and the action to enforce a claim is started within five (5) years after the **Date of Loss**.

Every judgment or decree for the recovery of money entered in any court in the State of Florida against **Us** under this policy shall be fully satisfied within sixty (60) days from and after the date of entry. In the case of an appeal, the judgment or decree shall be fully satisfied by **Us** within sixty (60) days from and after the date of entry by the appellate court.

- III. Paragraphs 11) **Cancellation**, 12) **Nonrenewal** and 13) **Refund** of **SECTION X – GENERAL CONDITIONS** are deleted in their entirety and replaced with the following:

We will give **You** written notice of cancellation at least forty five (45) days prior to the effective date of the cancellation except when the reason of cancellation is nonpayment of premium. Such notice shall include the reason(s) for the cancellation.

When the cancellation is for nonpayment of premium, **We** will give **You** at least ten (10) days written notice of cancellation. Such notice shall include the reason for the cancellation. As used in this paragraph, the term nonpayment of premium means **Your** failure to pay the premium on the policy or any installment of such premium when it is due, whether the premium is payable directly to **Us** or to **Your** agent. If a dishonored check represents the initial premium payment,

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the contract and all contractual obligations shall be void, unless We have sent the notice by certified or registered mail and payment is made for the policy within the earlier of: 1. Five (5) days after the applicant's receipt of the notice of cancellation; or 2. Fifteen (15) days after the notice is sent to the applicant. If the contract is void, any premium received by Us from a third party shall be refunded to that party in full.

When cancellation occurs during the first ninety (90) days that the insurance is in force and the insurance is cancelled for reasons other than nonpayment of premium, at least twenty (20) days written notice of cancellation shall be given. The notice will include the reason for cancellation. However, such requirements do not apply where there has been a material misstatement or misrepresentation or a failure to comply with the underwriting requirements established by Us.

After the policy has been in effect for ninety (90) days, Your policy will not be cancelled by Us except for one or more of the following:

1. A material misstatement;
2. Nonpayment of premium;
3. A failure to comply with underwriting requirements established by Us within ninety (90) days of the effective date of coverage;
4. A substantial change in the risk covered by the policy; or
5. The cancellation is for all insureds under such policies for a given class of insureds.

We will give You at least forty five (45) days advance written notice of nonrenewal or of the renewal premium. If the policy is not to be renewed, the written notice shall state the reason(s) as to why the policy is not to be renewed.

Claims that result from an act of God will not be used as a cause for cancellation or nonrenewal, unless We demonstrate, by claims frequency or otherwise, that You have failed to take action that We have requested to prevent any recurrence of a similar claim.

If We fail to provide You with the forty five (45) day or twenty (20) day written notice, as required in the above paragraphs, the coverage provided to You shall remain in effect until (1) forty five (45) days after the notice is given; or (2) the effective date of replacement coverage obtained by You, whichever occurs first. The premium for the coverage shall remain the same during any such extension period except that, in the event of failure to provide notice of nonrenewal, if the rate filing then in effect would have resulted in a premium reduction, the premium during the extension of coverage shall be calculated based upon the later rate filing.

Upon cancellation of the policy by You or Us, the return of gross unearned premium will be mailed to You within fifteen (15) working days after the effective date of cancellation. The date of return premium made by Us or Your agent shall be determined by the postmark.

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IV. Paragraph 15) **Policy Inquiries** is added to **SECTION X – GENERAL CONDITIONS** as follows:

15) Policy Inquiries

We will be available to You to present inquiries or obtain information about coverage and to provide assistance in resolving complaints. Should You wish to contact Us, You may do so at the address or telephone number listed below.

New Hampshire Insurance Company
1271 Avenue of the Americas
New York, NY 10020
(212) 770-7000

V. Paragraph 16) **Payment of Claim** is added to **SECTION X – GENERAL CONDITIONS** as follows:

16) Payment of Claim

We will tender payment of a claim no later than twenty (20) days after (1) You and We have agreed in writing to the settlement of such claim; and (2) You have fully complied with Your duties as detailed in this policy.

All other terms and conditions of the policy remain unchanged.