



**AMENDATORY ENDORSEMENT - MAINE
(General Terms and Conditions)**

In consideration of the premium, the General Terms and Conditions is amended as follows:

I. Section III, Definitions is amended as follows:

A. The definition of **application** is deleted and replaced with the following:

Application means all signed applications, including the attachments, whether ours or that of another insurance carrier, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy, or any other policy of which this policy is an indirect or direct renewal.

B. The definition of **damages** is deleted and replaced with the following:

Damages mean the amount the **insured** is legally obligated to pay as a result of a:

- (i) final adjudication of a **claim** resulting in a monetary award or monetary judgment; or
- (ii) settlement or compromise of a **claim** negotiated by us.

Damages will include pre-judgment interest awarded against an **insured** on that part of a judgment covered by this policy; provided that if we make an offer to pay the applicable Limit of Liability prior to entry of judgment, pre-judgment interest will not apply to any accrual after the date such offer was made.

Damages will not include:

- i. non-monetary, injunctive or declaratory relief;
- ii. taxes, fines, penalties, sanctions or forfeitures;
- iii. punitive or exemplary amounts, or the multiplied portion of multiplied awards imposed by law;
- iv. amounts not insurable under the law under which this policy is construed;
- v. any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order;
- vi. the return, or write-off, of any fees, costs, or expenses paid, incurred or charged by any **insured**;
- vii. liquidated damages; or
- viii. attorney fees or costs of the claimant, unless imposed and arising directly from that portion of a covered judgment or covered arbitration award.

II. The following new paragraph is added to Section V, Duty To Defend and Exhaustion of Limits, at the end:

- Post-Judgment Interest

We will pay post-judgment interest with respect to any entry of judgment covered by this policy from the date of the entry of judgment until the earlier of our offer of payment, payment of judgment, or deposit into court of the amount representing the judgment. Payment of any post-judgment interest will reflect any allocation provision or apportionment. If we have the duty to pay post-judgment interest, such post-judgment interest will be a supplementary payment that is not be subject to any deductible, retention or Limit of Liability.



III. Section XI, Application is deleted and replaced with the following:

In issuing this policy, we have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**. The **application** will be deemed attached to the policy and incorporated into the policy as if fully and completely set forth herein.

If the **application's** statements, representations, and information contain any material misrepresentation, material omission or material inaccuracy, we reserve the right to cancel this policy or to deny coverage due to fraud or material misrepresentation.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.