

**ENDORSEMENT**

<COVSECT>

Effective date of  
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and  
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

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**CALIFORNIA AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is agreed that:

1. The parenthetical in the first paragraph of the definition of "Loss," set forth in Section II Definitions, is amended to add the following at the end of such parenthetical:  
  
"provided further that, if such jurisdiction is the State of California, then Loss does not include punitive or exemplary damages"
2. Section XX Termination of Policy (A)(2) is amended to add the following at the end of such paragraph (2):  
  
"provided that, if the Company does not renew this Policy, it will mail or deliver between sixty (60) and one hundred twenty (120) days advance written notice of non-renewal to the Firm and to the agent of record, if any, at the mailing address shown on this Policy;"
3. Section XX Termination of Policy is amended further to add the following at the end of such Section:  
  
"No notice of non-renewal by the Company is required in any of the following situations:
  - (i) the transfer of, or renewal of, this Policy without a change in its terms or conditions or the rate on which the premium is based to another insurer within the Chubb Group of Insurance Companies;
  - (ii) if this Policy is extended for 90 days or less, provided that the Company has given notice of non-renewal before such extension;
  - (iii) if the Firm has obtained replacement coverage or has agreed, in writing, within sixty days of the termination of this Policy, to obtain such coverage;
  - (iv) if the Firm requests a change in the terms or conditions or risks covered by this Policy within sixty days before the end of the Policy Period;
  - (v) if this Policy is for a period of no more than sixty days and the Company notifies the Firm at the time of issuance that it may not be renewed; or
  - (vi) if the Company has made a written offer to the Firm, within the required time period for doing so under this Policy, to renew this Policy under changed terms or conditions or at a changed premium rate.

The Company may condition renewal of this Policy upon a reduction in limits, elimination of coverages, increase in retentions or increase of more than 25% in the rate upon which the premium is based, by

mailing or delivering between sixty (60) and one hundred twenty (120) days advance written notice of such renewal change(s) to the Firm at the mailing address shown on this Policy, with a copy to the agent of record, if any.

If, in connection with any non-renewal or renewal conditioned upon renewal change(s) as described in this Section, the Company does not mail or deliver notice thereof at least sixty (60) days before the expiration of the **Policy Period**, the coverage afforded under this Policy shall continue in force with no change in its terms, conditions and limitations for sixty (60) days after the Company mails or delivers such notice, provided that the Firm pays the premium for such continuation. The premium for such continuation shall be calculated by pro-rating the premium for the expiring **Policy Period**."

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of California.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

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Authorized Representative