

AMENDATORY ENDORSEMENT KANSAS

1. Under Losses We Will Not Cover, the Dishonest Acts section is deleted.
2. Under Fraud And Misrepresentation, the section is deleted and replaced by the following:

We do not cover a loss if an insured has committed a fraudulent insurance act. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, caused to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

3. Under If We Disagree, the section is deleted and replaced by the following:

The appraisal condition that follows describes a voluntary procedure that applies only if you and we mutually agree to follow it.

- (1) If you and we do not agree on the amount of the loss or the value of covered property, either party may request that these amounts be determined by appraisal.
- (2) If both parties agree to the appraisal, each party will select a competent, independent appraiser and will notify the other of the appraiser's identity within 20 days of mutually agreeing to the appraisal.
- (3) The two appraisers will then select a competent, impartial umpire. If they can't agree on an umpire within fifteen (15) days, a state judge where the appraisal is to be made will be asked to select the umpire.
- (4) The appraisers will then determine and state separately the amount of each loss. The appraisers will also determine the value of covered property items at the time of the loss, if requested.
- (5) If the appraisers submit a written report of any agreement to us, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. An agreement among 2 of the 3 will decide the amount of the loss. You will pay your appraiser, and we will pay ours. We will equally divide the cost of the umpire.

4. Under Cancellation, the section is deleted and replaced by the following:

You may cancel this policy at any time. We have the same right.

To cancel, you must return the Declarations page to us or our agent. If you cannot return the Declarations page, you must tell us in writing the date which you want coverage to end. The date can't be before the date of the writing.

If you cancel your policy within thirty (30) days of receiving it, you will receive a full refund. Refunds after thirty (30) days will be figured by the short rate method, subject to a minimum premium of \$20.

If we cancel the policy, we will mail notice to you at your last known address at least seventy-five (75) days before your coverage will end. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date. Mailing the notice will be proof that you were notified. You will get a refund of any unused premium within twenty (20) days. If we cancel, the refund will be pro rata.

The Hanover Insurance Company

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This endorsement changes your policy
-- PLEASE READ THIS CAREFULLY --

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The termination of your coverage will be effective whether or not you have been paid the refund. If the company cancels your policy, it will not be subject to the minimum premium of \$20.

No policy which has been in effect for sixty (60) days shall be canceled by the insurer except for one of the following reasons:

- (a) Nonpayment of premium;
- (b) The policy was obtained through a material misrepresentation;
- (c) Any insured violated any of the terms and conditions of the policy;
- (d) The risk originally accepted has substantially increased;
- (e) Certification to Director of Insurance of loss or reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
- (f) The determination by the director that the continuation of the policy could place the insurer in violation of the insurance laws of this state.