

**LEXINGTON INSURANCE COMPANY  
STANDARD POLICY CONDITIONS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**MINIMUM EARNED PREMIUM CLAUSE**

In the event of cancellation of this policy by you, the minimum premium listed on the Declaration page shall become fully earned, any provision of the policy to the contrary notwithstanding.

Your failure to make timely payment of premium shall be considered a request by you for us to cancel on your behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if you remit and we receive the full policy premium within 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by us shall not affect the minimum earned provision of this endorsement. In the event of any other cancellation by us, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

**SERVICE OF SUIT CLAUSE**

Service of Suit - In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, Massachusetts, 02110-2103 or his or her representative, and that in any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this policy of insurance and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**AUTHORIZATION CLAUSE**

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless signed on the Declaration page by our duly authorized representative.

*Elizabeth M. Tuck*

SECRETARY

*L. H. Kelley*

CHAIRMAN AND CEO