

MGIC Master Policy Endorsement Cancellation Provisions; Arbitration; Governing Law – Maine



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The following shall apply if the principal place of business of the Initial Insured, as designated on the Declaration Page to the Master Policy, is located in Maine. Capitalized terms not otherwise defined herein shall have the meaning set forth in such Master Policy.

Section 3 Section 3 of the Policy is amended by adding the following provision as Section 3.7:

3.7 Maine Cancellation Provisions

The State of Maine, pursuant to Title 24-A M.R.S. §2908(2), requires the following list of reasons that a Policy may be cancelled to be stated in the Policy:

- A. Nonpayment of premium;
- B. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- C. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
- D. Failure to comply with reasonable loss control recommendations;
- E. Substantial breach of contractual duties, conditions or warranties.

Notwithstanding the foregoing, the Policy will be cancelled by us only pursuant to the provisions of Section 3.6 and other terms and conditions of the Policy.

Section 15 Section 15.1 (*Arbitration*) of the Policy is amended by deleting the last two sentences of the first paragraph and replacing them with the following:

Except as otherwise agreed by the parties, Maine will be the seat of the arbitration and the locale for all hearings or other in person proceedings. Except to the extent otherwise approved by the Company, each arbitration proceeding will be confidential.

Section 18 Section 18 (*Governing Law; Conformity to Statute*) of the Policy is hereby deleted and restated in its entirety as follows:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Maine applicable to contracts made and to be performed in such state, without regard to any choice of law provisions. Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and the Company that the specific provisions of this Policy will be controlling whenever possible.