

## AMENDATORY ENDORSEMENT GEORGIA

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

### Cancellation and Nonrenewal

- a. "You" may cancel this policy by returning the policy to "us" or by giving "us" a written notice and stating at what future date coverage is to stop.

- 1) If only "your" interest is affected, cancellation will become effective on:

- a) the date on which "we" receive either the returned policy or "your" written notice; or  
b) the date specified in "your" written notice;

whichever is later. "We" can waive the requirement that "you" state a future date of cancellation by giving "you" written confirmation of the date and time of cancellation.

- 2) If by statute, regulation, or contract this policy cannot be cancelled unless notice is given to a governmental agency, mortgagee, or other third party, "we" will deliver or mail such notice to the third party's last address of record at least 10 days before cancellation is effective. If notice is mailed, it will be mailed first class. Proof of delivery or mailing is sufficient proof of notice.

Cancellation will become effective:

- a) 10 days after "our" notice is delivered or mailed; or  
b) on the date specified in "your" written request for cancellation;

whichever is later.

- b. "We" may cancel or not renew this policy by delivering or mailing written notice to "you" and any lienholder, if applicable, at the last mailing address known to "us" or "our" authorized agent. If notice is mailed, it will be mailed first class. The notice to "you" and any lienholder may be delivered by electronic means if "you" or the lienholder have affirmatively consented to that method of delivery and "we" have obtained such consent in accordance with Georgia law. Proof of delivery or mailing is sufficient proof of notice.

- c. If this policy has been in effect for less than 60 days at the time "we" cancel, "we" will give "you" notice at least 10 days before cancellation is effective.

- d. If this policy has been in effect for 60 days or more, or if it is a renewal of a policy issued by "us", at the time "we" cancel, "we" will give "you" notice:

- 1) at least 10 days before cancellation is effective, if the cancellation is for nonpayment of premium; or  
2) at least 45 days before cancellation is effective, if the cancellation is for any other reason.

Notwithstanding the foregoing, if the "terms" of this policy permit an audit and "you" fail to submit to or allow an audit for the current or most recently expired term, "we" may cancel by giving "you" notice at least 10 days before cancellation is effective, but only if:

- 1) "we" have made two documented efforts to notify "you" and "your" agent of potential cancellation; and  
2) the notice is not mailed within 20 days of the first such documented effort.

The notice of cancellation will be sent by certified mail or statutory overnight delivery.

- e. "Your" return premium, if any, will be calculated according to "our" rules and will be refunded:
- 1) at the time of cancellation or as soon as practicable, if "you" cancel this policy; or
  - 2) with the cancellation notice or sent to "you" or "your" authorized agent on or before the date on which cancellation is effective, if "we" cancel this policy;

unless the final premium is subject to audit or rate investigation, or the premium was financed by a premium finance company. If the final premium is subject to audit or rate investigation, the return premium will be refunded within 30 days after the conclusion of the audit or rate investigation. If the premium was financed by a premium finance company, the return premium will be refunded to the premium finance company within 10 working days after cancellation.

Payment or tender of the unearned premium is not a condition of cancellation.

- f. If "we" decide not to renew this policy, "we" will give "you" notice at least 45 days before the nonrenewal is effective.

2. Under Common Policy Conditions, the following condition is added:

**Conditional Renewal**

If "we" decide to renew this policy with:

- a. an increase in premium rates of more than 15% of the expiring policy premium; or
- b. with a change in any policy provision which limits or restricts coverage;

"we" will deliver or mail written notice of the changes to "you" at least 45 days prior to the effective date of the changes. Such notice may be delivered by electronic means if "you" have affirmatively consented to that method of delivery and "we" have obtained such consent in accordance with Georgia law. When the increase in premium exceeds 15% of the expiring policy premium, the notice will indicate the dollar amount of the increase. However, this provision does not apply to an increase due to audit, change in risk, exposure, or experience modification.

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