

AMENDATORY ENDORSEMENT OKLAHOMA

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

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

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". Written notice will be sent at least ten days before the cancellation is effective. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If this policy has been in effect for 45 business days or less, "we" may cancel for any reason.

If this policy has been in effect for more than 45 business days, or if it is a renewal of a policy issued by "us", "we" may cancel this policy only at the anniversary date or if one or more of the following reasons apply:

- a. nonpayment of premium;
- b. discovery of fraud or material misrepresentation in the procurement of the insurance, or with respect to any claims submitted hereunder;
- c. discovery of willful or reckless acts or omissions on "your" part which increase any hazard insured against;
- d. the occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

- e. a violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- f. a determination by the Insurance Commissioner that the continuation of the policy would place "us" in violation of the insurance laws of this state;
- g. "your" conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- h. loss of or substantial changes in applicable reinsurance.

"Your" return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

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

Nonrenewal -- If "we" decide not to renew this policy, "we" will give "you" written notice of nonrenewal at least 45 days before the end of the policy period. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

If the notice is mailed less than 45 days before the end of the policy period, coverage will remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date will be calculated on a pro rata basis on the previous year's rate.

Notice of nonrenewal is not required if "we" or another company within the same insurance group have offered to issue a renewal policy, or if "you" have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

If "we" provide the required nonrenewal notice and subsequently extend coverage for 90 days or less, "we" are not required to send an additional notice of nonrenewal.

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

Renewal -- If "we" decide to renew this policy with a premium increase, change in deductible, or reduction in limits or coverage, "we" will give "you" written notice at least 45 days before the end of the policy period. If notice of renewal changes is mailed, proof of mailing will be sufficient proof of notice.

If "we" fail to provide such notice, the premium, deductible, limits and coverage provided prior to the change will remain in effect until 45 days after notice is given or until the effective date of replacement coverage purchased by "you", whichever occurs first.

If "you" subsequently elect not to renew, any earned premium for the period of extension of this policy will be calculated on a pro rata basis at the lower of the current or previous year's rate.

Notice is not required for:

- a. changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business;
- b. changes based upon the altered nature or extent of risk insured; or
- c. changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

CL 0150 10 09