

SOUTH CAROLINA  
AMENDATORY ENDORSEMENT

This endorsement, effective \_\_\_\_\_ forms a part of

policy no.: \_\_\_\_\_ issued to

by:

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In consideration of the premium charged, it is hereby understood and agreed that the cancellation provision of the policy is deleted in its entirety and replaced by following:

**CANCELLATION, NONRENEWAL AND POLICY RENEWAL NOTICE**

**CANCELLATION:**

This policy may be cancelled by the Insured by surrender thereof to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective.

If this policy has been in effect for less than ninety (90) days and is not a renewal of a previously existing policy, this policy may be cancelled by the Insurer for any reason by delivering or mailing to the Insured at the address shown in this policy, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Where the reason for cancellation is nonpayment of premium however, not less than ten (10) days written notice shall be furnished by the Insurer.

If this policy has been in effect for ninety (90) days, and immediately if it is a renewal of a previously existing policy, this policy may be cancelled by the Insurer by delivering or mailing to the Insured and the agent of record, if any, at the address shown in the policy, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Where the reason for cancellation is nonpayment of premium however, not less than ten (10) days written notice shall be furnished by the Insurer. Any notice of cancellation will state the reason for cancellation. Cancellation under this paragraph shall be based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misrepresentation of fact which, if known to the Insurer, would have caused the Insurer not to issue the policy;
- (3) Substantial change in the risk assumed, except to the extent the Insurer should reasonably have foreseen the change or contemplated the risk in writing the policy;
- (4) Substantial breaches of contractual duties, conditions, or warranties;

- (5) Loss of the Insurer's reinsurance covering all or a significant portion of the particular policy insured; or
- (6) Where continuation of the policy would imperil the Insurer's solvency or place the Insurer in violation of the insurance laws of this state.

Prior to cancellation for reasons numbered five (5) and six (6) above, the Insurer shall notify the Insurance Commissioner in writing at least sixty (60) days prior to the effective date of such cancellation.

#### NONRENEWAL:

This policy may be nonrenewed by the Insurer at its expiration date by delivering or mailing to the Insured and the agent of record, if any, at the address shown in the policy, written notice of nonrenewal not less than thirty (30) days prior to the expiration date of the policy. The nonrenewal notice shall state the precise reason for nonrenewal. Proof of mailing is sufficient proof of notice.

#### POLICY RENEWAL NOTICE:

If the Insurer intends to renew a policy, the Insurer shall furnish renewal terms and a statement of the amount of premium or estimated premium due for the renewal policy period.

If the policy being renewed (hereinafter "original policy") is written for a term of one year or less, the renewal terms and statement of premium or estimated premium due shall be furnished to the Insured not less than thirty (30) days prior to the expiration date of the original policy.

If the original policy is written for a term of more than one year or for an indefinite term, the renewal terms and statement of premium or estimated premium due shall be furnished to the Insured not less than thirty (30) days prior to the anniversary date of the original policy.

The Insurer may satisfy its obligation to furnish renewal terms and statement of premium or estimated premium due by either of the following methods:

- mailing or delivering renewal terms and statement to the Insured at his address shown in the policy or, if not reflected therein, at his last known address, not less than thirty (30) days prior to expiration or anniversary; or
- mailing or delivering renewal terms and statement to the agent of record, if any, not less than forty-five (45) days prior to the expiration or anniversary, along with instructions that the agent furnish the renewal terms and statement to the Insured not less than thirty (30) days prior to expiration or anniversary.

If the Insurer fails to furnish the renewal terms and statement of premium or estimated premium due, the Insured may elect to cancel the renewal policy within the thirty-day period following receipt of the renewal terms and statement of premium or estimated premium due. Earned premium for any period of coverage shall be calculated pro rata based upon the premium applicable to the original policy and not the premium applicable to the renewal policy.

All other terms, conditions and exclusions shall remain the same.

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AUTHORIZED REPRESENTATIVE