

## OKLAHOMA 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.

It is hereby agreed and understood that the cancellation provision of this policy is amended to read as follows:

After coverage has been in effect for more than forty-five (45) business days or after the effective date of renewal of a commercial property, casualty or fire insurance policy, a notice of cancellation will not be issued by the Insurer unless it is based on one or more of the following reasons:

1. Non-payment of premium;
2. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
3. Discovery of willful or reckless acts or omissions on the part of the Insured or Other Insured(s) which increases any hazard insured against;
4. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
5. 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;
6. A determination by the Commissioner that the continuation of the policy would place the Insurer in violation of the insurance laws of this state;
7. Conviction of the Insured or Other Insured(s) of a crime having as one of its necessary elements an act increasing any hazard insured against; or
8. Loss of or substantial changes in applicable reinsurance.

The Insurer may refuse to renew this policy by giving the first named Insured at the address shown on the policy written notice that the Insurer will not renew this policy. Such notice will be given at least forty-five (45) days prior to the policy expiration date. If notice is given by mail, said notice shall be deemed to have been given on the day said notice is mailed. If notice is mailed less than forty-five (45) days before expiration of the policy, coverage shall remain in effect until forty-five (45) days after notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata, based upon the previous year's rate. Transfer of the Insured between insurers within the same insurance group is not a refusal to renew. Additionally, an insurer shall give to the named insured at the mailing address shown on the policy, written notice of

premium increase, change in deductible, reduction in limits or coverage at least forty-five (45) days prior to the expiration date of the policy. If the insurer fails to Provide such notice, the premium, deductible, limits and coverage provided to the named insured prior to the change shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. If notice is given by mail, said notice shall be deemed to have been given on the day said notice is mailed. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.

This subsection shall not apply to:

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

Notice of nonrenewal is not required if the Insurer or another insurer within the same insurance group has offered to issue a renewal policy or, if the first named Insured has obtained replacement of coverage or has agreed in writing to obtain replacement coverage.

If the Insurer provides the notice required by this endorsement and thereafter extends the policy for ninety (90) days or less, an additional notice of nonrenewal is not required with respect to the extension.

Proof of mailing of notice of cancellation, or of nonrenewal to the First Named Insured at the address shown in the policy shall be sufficient proof of notice.

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

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AUTHORIZED REPRESENTATIVE