



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - SOUTH DAKOTA

In consideration of the premium, the policy is amended as follows:

I. Section XVIII, Cancellation is deleted and replaced with the following:

A. The **named insured** may cancel this policy at any time by:

- (i) returning the policy to us or any of our authorized representatives, indicating the effective date of cancellation; or
- (ii) providing a written notice to us stating when the cancellation is to be effective.

We must receive the policy or written notice before the cancellation date.

B. If this policy has been in effect for less than sixty (60) days, we may cancel this policy by giving written notice to the **named insured** at least:

- (i) Twenty (20) days for cancellation for non-payment of premium; or
- (ii) Twenty (20) days for cancellation for any other reason,

prior to the effective date of cancellation.

C. If this policy has been in effect for sixty (60) days or more, we may cancel this policy by giving written notice to the **named insured** at least:

- (i) Twenty (20) days for cancellation for the reason listed in D.(i) below; or
- (ii) Twenty (20) days for cancellation for a reason listed in D.(ii) through D.(viii) below,

prior to the effective date of cancellation.

D. After this policy has been in effect for sixty (60) days or more, it may only be canceled for one of the following reasons:

- (i) nonpayment of premium;
- (ii) discovery of 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;
- (iii) discovery of acts or omissions on the part of the **named insured** or **insured** that increase any hazard insured against;
- (iv) change in the risk that substantially increases any hazard insured against after insurance coverage has been issued;
- (v) 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;
- (vi) determination by the director of the division of insurance that the continuation of coverage would jeopardize our solvency or would place us in violation of the insurance laws of this state;
- (vii) violation or breach by the **named insured** or **insured** of any policy terms or conditions; or



(viii) other reasons as are approved by the director of the division of insurance.

E. The notice of cancellation will state the actual reason for cancellation.

F. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.

G. If we cancel, the refund will be pro rata. If the **named insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. We will issue and mail any refund due to the named insured within twenty (20) days after we receive a request for cancellation or, if we cancel the policy, within twenty (20) days after the effective date of the cancellation.

II. Section XIX, Non-Renewal is deleted and replaced with the following:

A. We reserve the right to non-renew this policy by providing written notice to the **named insured** at least sixty (60) days prior to the expiration date.

B. Notice of nonrenewal is not required if the policyholder is transferred to a company that is a member of the CNA group of companies, provided notice of transfer is given to the **named insured**.

C. Failure to comply with notice requirements results in an ineffective non-renewal, requiring us to remain on risk for another term.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.