

## AMENDATORY ENDORSEMENT ARKANSAS

1. Under Definitions, "suit" is deleted and replaced by the following:

"Suit" means any civil proceeding in a court of law in which "damages" because of "advertising injury", "bodily injury", "personal injury", or "property damage" to which this insurance applies are sought.

"Suit" may also include arbitration proceedings in which "damages" for "advertising injury", "bodily injury", "personal injury", or "property damage" are claimed and to which the "insured" voluntarily submits with "our" consent, or any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the "insured" voluntarily submits with "our" consent.

2. Under Conditions, Cancellation and Nonrenewal is deleted and replaced by the following:

**Cancellation and Nonrenewal** -- "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 or not renew this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

If this policy has been in effect for less than 60 days, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective.

After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. there has been fraud or material misrepresentation made by "you" or with "your" knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. there has been a material change or increase in hazard of the risk;
- d. there has been 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 under this policy; or
- e. there has been a material violation of a material provision of the policy.

"We" will give "you" notice at least ten days before cancellation is effective if "we" cancel this policy for nonpayment of premium. If "we" cancel this policy for any other reason after it has been in effect for 60 days or more, "we" will give "you" notice at least 20 days in advance of cancellation.

If "we" do not renew this policy, "we" will give "you" notice at least 60 days before the expiration date of the policy or the anniversary date of a policy written for a term longer than one year or without a fixed expiration date.

"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.

3. Under Conditions, the following condition is added:

**Renewal** -- If "we" elect to renew this policy with a premium increase equal to or greater than 25%, "we" will mail written notice of "our" intention to increase the premium by 25% or more to "your" agent at least 30 days prior to the effective date of the renewal and to "you" at least ten days prior to the effective date of the renewal.

4. Under Conditions, the following condition is added:

**Premium Payment** -- If this policy has been issued for a period in excess of 12 months with the premium adjustable on an annual basis, "we" will give "you" and the agent of record written notice of the premium to be charged at least 30 days before the anniversary date. This provision applies only if "you" have given "us" the information necessary to calculate the premium.

5. Under Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.