

## AMENDATORY ENDORSEMENT SOUTH DAKOTA

1. Under Defense Coverage, item 3.h. is deleted and replaced by the following:
    - h. prejudgment interest awarded against an "insured" on that part of the judgment "we" pay. If "we" pay the "limit" or if "we" offer to pay the "limit" to the court, "we" will not pay any prejudgment interest based on that period of time after the payment of the "limit" or the offer.
  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". A notice of cancellation will include a written explanation of the specific reasons for cancellation.

If this policy has been in effect less than 60 days, "we" may cancel for any reason.

If 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 or not renew only at the anniversary date unless at least one of the following reasons apply:

    - a. the premium has not been paid when due;
    - b. discovery of fraud or material misrepresentation made by or with "your" knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
    - c. discovery of 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;
  - 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 Director of the Division of Insurance that the continuation of the policy would jeopardize "our" solvency or would place "us" in violation of the insurance laws of this state;
  - g. violation or breach by "you" of any policy "terms" or conditions; or
  - h. such other reasons as are approved by the Director of the Division of Insurance.
- If "we" cancel this policy, "we" will give "you" notice at least 20 days before cancellation is effective.
- If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective. A notice of nonrenewal is not required if the policyholder is transferred to another insurer that is a member of "our" insurance group and "we" have given "you" notice of such transfer as required by the South Dakota Division of Insurance.
- "Your" return premium, if any, will be calculated on a pro rata basis. It will be refunded to "you" with the cancellation notice or within 20 days after "we" receive "your" request for cancellation or, if "we" cancel, within 20 days after the effective date of cancellation.

3. Under Conditions, Legal Action Against Us is deleted and replaced by the following:

**Legal Action Against Us** -- No person has a right under this policy to join "us" or implead "us" in actions that are brought to fix the liability of an "insured".