

## AMENDATORY ENDORSEMENT ARKANSAS

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

"Pollutant" means any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of.

2. 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 "bodily injury", "personal injury", or "property damage" to which this insurance applies are sought.

"Suit" may also include arbitration proceedings in which damages for "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.

3. 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 60 days or less, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective.

If this policy has been in effect more than 60 days, 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 more than 60 days, "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 30 days before nonrenewal is effective.

"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.

4. Under Conditions, the following condition is added:

**Renewal** -- If "we" intend to renew this policy, "we" will provide "you", and "your" agent of record, a written or electronic offer of renewal at least 30 days prior to the expiration of the policy's existing term. The offer of renewal will include the new premium and provide a description of any change in deductible or policy provisions in the renewal policy.

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.

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