

## AMENDATORY ENDORSEMENT VIRGINIA

1. Under Exclusions, the following addition amends item p.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, emission, leakage, or escape of carbon monoxide from a residential or commercial heating system.

2. Under Conditions, Bankruptcy of An Insured is deleted and replaced by:

**Bankruptcy of An Insured** -- Bankruptcy or insolvency of an "insured" or their estate does not relieve "us" of "our" obligations under this policy.

3. Under Conditions, Cancellation and Nonrenewal is deleted and replaced by:

**Cancellation and Nonrenewal** -- "You" or "your" duly constituted attorney-in-fact may cancel this policy by returning it to "us" or by giving "us" a written notice and stating when coverage is to cease.

"We" may cancel or not renew this policy by written notice sent to "you" at "your" last mailing address known to "us". The notice will be sent by registered or certified mail or by certificate of mailing for which "we" will obtain a written receipt from the United States Postal Service. "We" will retain a copy of the notice for at least one year from the date of termination. Proof of delivery or mailing is sufficient proof of notice.

During the first 60 days this policy is in effect, "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 or for one or more of the following reasons:

- a. failure to pay the premium when due;

- b. conviction of a crime arising out of acts increasing the probability that a peril insured against will occur;
- c. discovery of fraud or material misrepresentation;
- d. willful or reckless acts or omissions increasing the probability that a peril insured against will occur as determined from a physical inspection of the "insured premises"; or
- e. physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the "insured premises".

If the premium has not been paid when due, "we" will give "you" notice at least 15 days before cancellation or nonrenewal is effective. Otherwise, "we" will give "you" notice at least 45 days in advance of cancellation or nonrenewal.

The notice will include the specific reason or reasons for cancellation or nonrenewal and will state the time that the cancellation or nonrenewal is to take effect.

"You" have the right to request, in writing, that the Commissioner of Insurance review "our" action. "Your" written request must be made within 15 days of receiving "our" notice of cancellation or nonrenewal.

"We" are not required to give "you" notice of cancellation or nonrenewal if:

- a. "you" or "your" duly constituted attorney-in-fact have notified "us" or "our" agent that this policy is to be canceled or will not be renewed; or
- b. prior to the date of expiration, "our" offer to renew this policy has not been accepted.

"Your" return premium, if any, will be refunded on a pro rata basis 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, Legal Action Against Us is amended by the following addition:

If an execution of judgment against "you" or "your" personal representative is returned unsatisfied, a person or organization may bring legal action against "us"; however, "we" will not pay for injury or damage that is not covered by this policy or that exceeds the applicable "limit".

5. Under Conditions, Misrepresentation, Concealment, or Fraud is deleted and replaced by:

**Misrepresentation, Concealment, or Fraud**

-- This policy is void if proven material facts or circumstances concerning the risk, when assumed, have been misrepresented or concealed.

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