

AMENDATORY ENDORSEMENT VIRGINIA

1. Under Conditions, Bankruptcy Of An Insured is deleted and replaced by the following:

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

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

Cancellation and Nonrenewal --

a. Cancellation --

- 1) "You" or "your" duly constituted attorney-in-fact 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.
- 2) "We" may cancel this policy by written notice to "you" at the address shown on the "declarations". 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.
- 3) During the first 90 days this policy is in effect, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective. However, if this policy includes endorsement UM 0130, Business Activities, "we" will give "you" notice:

- a) at least 15 days before cancellation is effective if "we" cancel this policy because the premium has not been paid when due; or

- b) at least 45 days before cancellation is effective if "we" cancel this policy for any other reason.

- 4) After this policy has been in effect 90 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel only for one or more of the following reasons:

- a) the premium has not been paid 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 that result in the property becoming uninsurable as determined from a physical inspection of the "insured premises".

If "we" cancel this policy because the premium has not been paid when due, "we" will give "you" notice at least ten days before cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation is effective. However, if this policy includes endorsement UM 0130, Business Activities, "we" will give "you" notice:

- a) at least 15 days before cancellation is effective if "we" cancel this policy because the premium has not been paid when due; or

- b) at least 45 days before cancellation is effective if "we" cancel this policy for any other reason.
- b. Nonrenewal --**
- 1) "We" may elect not to renew or continue this policy by written notice to "you" at the address shown on the "declarations". "Our" 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.
 - 2) If "we" do not renew or continue this policy because the premium has not been paid when due, "we" will give "you" notice at least ten days before nonrenewal is effective. If "we" do not renew or continue this policy for any other reason, "we" will give "you" notice at least 30 days before nonrenewal is effective. However, if this policy includes endorsement UM 0130, Business Activities, "we" will give "you" notice:
 - a) at least 15 days before nonrenewal is effective if "we" do not renew or continue this policy because the premium has not been paid when due; or
 - b) at least 45 days before nonrenewal is effective if "we" do not renew or continue this policy for any other reason.
- c. Other Termination Provisions --**
- 1) 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.
- 2) "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.
 - 3) "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.
 - 4) "Your" return premium, if any, will be calculated on a pro rata basis, subject to "our" minimum earned premium rule. Any return premium 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, 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".
4. Under Conditions, Misrepresentation, Concealment, or Fraud is deleted and replaced by the following:
- Misrepresentation, Concealment, or Fraud**
-- This policy is void if proven material facts or circumstances concerning the risk, when assumed, have been misrepresented or concealed.