

## AMENDATORY ENDORSEMENT SOUTH DAKOTA

1. Under If We Disagree, the section is deleted and replaced by the following:

- (1) When arbitration has been requested by one party, both parties will mutually consent to the arbitration proceedings.
- (2) One of us will make a written request for arbitration, which is the process by which we will settle our disagreement.
- (3) Each of us will select an appraiser and decide upon a time and place for the appraisal.
- (4) The appraisers will select an impartial umpire. If they can't agree on an umpire within fifteen (15) days, a state judge where the appraisal is to be made will be asked to select the umpire.
- (5) The appraisers will each figure the loss according to the terms of the policy. If they don't agree, they will submit their figures to the umpire. An agreement among 2 of the 3 will decide the amount of the loss. You will pay your appraiser, and we will pay ours. We will equally divide the cost of the umpire. The appraisers and umpire cannot deny us any rights we have under this policy. Any arbitration or appraisal outcome can not be made binding upon the parties.

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

You may cancel this policy at any time. We have the same right.

To cancel, you must return the Declarations page to us or our agent. If you cannot return the Declarations page, you must tell us in writing the date which you want coverage to end. The date can't be before the date of the writing.

If you cancel your policy within thirty (30) days of receiving it, you will receive a full refund. Refunds after thirty (30) days will be figured by the short rate method, subject to a minimum premium of \$20.

If we cancel the policy, we will mail notice to you at your last known address at least seventy-five (75) days before your coverage will end. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date. Mailing the notice will be proof that you were notified. You will get a refund of any unused premium within twenty (20) days. If we cancel, the refund will be pro rata. The termination of your coverage will be effective whether or not you have been paid the refund. If the company cancels your policy, it will not be subject to the minimum premium of \$20.

No policy which has been in effect for sixty (60) days shall be canceled by the insurer except for one of the following reasons:

- (a) Nonpayment of premium;
- (b) The policy was obtained through a material misrepresentation;
- (c) Any insured violated any of the terms and conditions of the policy;
- (d) The risk originally accepted has substantially increased;
- (e) Certification to Director of Insurance of loss or reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
- (f) The determination by the director that the continuation of the policy could place the insurer in violation of the insurance laws of this state.