

CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - NEBRASKA

In consideration of the premium, the policy is amended as follows:

- I. Section XVIII, Cancellation is deleted and replaced with the following:
 - A. The **named insured** may cancel this policy at any time by:
 - (i) returning the policy to us or any of our authorized representatives, indicating the effective date of cancellation; or
 - (ii) providing a written notice to us stating when the cancellation is to be effective.

We must receive the policy or written notice before the cancellation date.

- B. We may cancel this policy by giving written notice to the **named insured** at least:
 - (i) ten (10) days for cancellation for non-payment of premium; or
 - (ii) sixty (60) days for cancellation for any other reason,

prior to the effective date of cancellation.

- C. If this policy has been in effect for sixty (60) days or less, we may cancel for any reason.
- D. If this policy has been in effect for more than sixty (60) days, it may be canceled for one of the following reasons:
 - (i) non-payment of premium;
 - (ii) material misrepresentation on the **application**;
 - (iii) any **insured** violated the terms and conditions of the policy;
 - (iv) the risk originally accepted has measurably increased;
 - (v) any **insured** has submitted a fraudulent claim;
 - (vi) if the Insurer loses its reinsurance on the risk;

Determination by the Director that continuation of the policy could violate Nebraska's Insurance Laws.

- E. The notice of cancellation will state the reason and the effective date of cancellation. The policy will end on that date.
- F. The notice of cancellation will be sent by registered mail, certified mail, or first-class mail. If sent by firstclass mail, a United States Postal Service certificate of mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate.
- G. Any termination of this policy by cancellation shall not be effective as to patients claiming against the **insured** covered thereby unless, at least thirty (30) days before the effective date of the cancellation, written notice giving the date upon which termination becomes effective has been mailed to the first of **you** named at the last address known to us and to the director at his office by certified mail or registered mail with sufficient postage attached.



- H. If we cancel, the refund will be pro rata. If the **named insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- II. Section XIX, Non-Renewal is deleted and replaced with the following:
 - A. We reserve the right to non-renew this policy by providing written notice to the **named insured** at least sixty (60) days prior to the expiration date.
 - B. The notice of non-renewal will be sent by registered mail, certified mail, or first-class mail. If sent by firstclass mail, a United States Postal Service certificate of mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate.
 - C. The notice will state the reason for non-renewal.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.