



CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - UTAH

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. If this policy has been in effect for less than sixty (60) days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving written notice to the **named insured** at least ten (10) days prior to the effective date of cancellation.

C. If this policy has been in effect for sixty (60) days or more, or after the effective date of a renewal policy we issued, we may cancel this policy by giving written notice to the **named insured** at least:

- (i) Ten (10) days prior to the effective date of cancellation if cancellation is for non-payment of premium; or
- (ii) Thirty (30) days prior to the effective date of cancellation if cancellation is for any of the following reasons:
 - a. material misrepresentation;
 - b. substantial change in the risk assumed, except to the extent we should reasonably have foreseen the change or contemplated the risk in writing the contract; or
 - c. substantial breach of contractual duties, conditions, or warranties.

D. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.

E. The notice of cancellation will include a statement of the reason for cancellation.

F. 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:

We reserve the right to non-renew this policy by providing written notice to the **named insured** at least thirty (30) days prior to the expiration date.

III. The policy is amended to include the following:

Conditional Renewal

A. If we offer to renew the policy on less favorable terms or at higher rates we will provide written notice to the **named insured** at least thirty (30) days prior to the renewal date.



- B. If we do not provide the required notice, the new rates or terms do not take effect until thirty (30) days after the notice is provided to the **named insured**. The named insured may elect to cancel the renewal policy at any time during the thirty (30) day period.
- C. This section does not apply if the only change that is adverse to the **named insured** is:
 - (i) a rate increase generally applicable to the class of business to which the policy belongs;
 - (ii) a rate increase resulting from a classification change based on the altered nature or extent of the risk insured against; or
 - (iii) a policy form change made to make the form consistent with Utah law.

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.