



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - OKLAHOMA

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) Ten (10) days for cancellation for any other reason,prior to the effective date of cancellation.
  - C. If this Policy has been in effect more than forty-five (45) business days it may only be canceled for one of the following reasons:
    - (i) non-payment of premium;
    - (ii) discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - (iii) discovery of willful or reckless acts or omissions on the part of the **named insureds** which increase any hazard insured against;
    - (iv) the occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
    - (v) a violation of any local fire, health, or safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
    - (vi) a determination by the Commissioner that the continuation of the policy would place the Insurer in violation of the Oklahoma insurance laws;
    - (vii) conviction of the **insured** of a crime having as one of its necessary elements an act increasing any hazard insured against; or
    - (viii) loss of or substantial changes in applicable reinsurance.
  - D. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
  - E. Proof of mailing of notice of cancellation to the **named insured** at the address shown in the policy, shall be sufficient proof of notice.



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:

A. We reserve the right to non-renew this policy by providing written notice to the **named insured** at least forty-five (45) days prior to the expiration date.

B. Proof of mailing of notice of non-renewal to the **named insured** at the address shown in the policy, shall be sufficient proof of notice.

III. The policy is amended to include the following:

Renewal

A. We shall give to the **named insured** at the last address known, written notice of premium increase, change in deductible, reduction in limits or coverage at least forty-five (45) days prior to the expiration date of the policy. If we fail to provide such notice, the premium, deductible, limits and coverage provided to the **named insured** prior to the change shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the **named insured**, whichever first occurs. If notice is given by mail, said notice shall be deemed to have been given on the day said notice is mailed. If the **named insured** elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the **named insured** accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.

B. Proof of mailing of notice premium or coverage changes, to the **named insured** at the address shown in the policy, shall be sufficient proof of notice.

C. This shall not apply to:

- (i) changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business;
- (ii) changes based upon the altered nature of extent of the risk insured; or
- (iii) changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

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.