



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - TENNESSEE

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 it is not a renewal of a policy we issued, 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 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 for cancellation for the reason listed in D.(i) below; or
- (ii) Ten (10) days for cancellation for a reason listed in D.(ii) through D.(viii) below,

prior to the effective date of cancellation.

D. After this policy has been in effect for sixty (60) days or more, or after the effective date of a renewal policy we issued, it may only be canceled for one of the following reasons:

- (i) nonpayment of premium;
- (ii) discovery of fraud or material misrepresentation made by or with the knowledge of the **named insured** in obtaining the policy, continuing the policy, or in presenting a **claim** under the policy;
- (iii) violation or breach by the **named insured** or **insured** of any policy terms or conditions;
- (iv) conviction of the **insured** of a crime that increases the hazard insured against;
- (v) failure to comply with written loss control recommendations;
- (vi) material change in the risk that increases the risk of loss after insurance coverage has been issued or renewed;
- (vii) determination by the Commissioner that continuation of coverage would jeopardize our solvency or place us in violation of the insurance laws of this state or any other state; or
- (viii) other reasons that are approved by the Commissioner.



- E. The notice of cancellation will state the grounds for cancellation. We must provide the facts on which the cancellation is based upon written request from the **named insured**.
- F. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
- G. 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. Notice of nonrenewal is not required if:
  - (i) we offered to issue a renewal policy;
  - (ii) the **named insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage; or
  - (iii) we provide the notice and extend the policy for ninety (90) days or less. An additional notice of nonrenewal is not required with respect to the extension.
- C. If we fail to comply with the required notice time period, the existing policy will be extended for sixty (60) days from the date the notice is provided on a prorated basis of the existing premium.

III. The policy is amended to include the following:

Conditional Renewal/Policy Change

- A. If we offer to renew the policy with:
  - (i) reduction of limits;
  - (ii) elimination of coverages;
  - (iii) an increase in premium that is greater than twenty-five percent (25%) and is the result of comparing policies of equivalent exposures,we will provide notice to the **named insured** at least sixty (60) days prior to the expiration date.
- B. If we fail to comply with the required notice time period, the existing policy will be extended for sixty (60) days from the date the notice is provided on a prorated basis of the existing premium.

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.