



CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - MINNESOTA

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 new policy has been in effect for less than ninety (90) days and is not a renewal of a policy we issued, we may cancel this policy 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 ninety (90) 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. The notice will state the effect of non-payment by the due date. Cancellation for non-payment of premium will not be effective if payment of the amount due is made before the effective date in the notice of cancellation; or
- (ii) sixty (60) days prior to the effective date of cancellation if cancellation is for one or more of the following reasons:
 - a. fraud or 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;
 - b. acts by the **named insured** or **insured** which substantially changed or increased the risk insured;
 - c. refusal of the **named insured** or **insured** to eliminate a known condition that increases the potential for loss after notification from us that the condition must be removed;
 - d. substantial change in the risk assumed;
 - e. loss of reinsurance; or
 - f. a determination by the commissioner that the continuation of the policy could place us in violation of the insurance laws of this state.

The notice of cancellation will state the specific reason for cancellation.

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 must be sent by first class mail or delivered to the **named insured's** last known address.

F. If the notice of cancellation is mailed, United States Postal Service proof of mailing is sufficient proof the proper notice has been given.



- G. Like notice of cancellation will also be provided to the agent of record, if any, in the same manner specified for the **named insured**.
- H. If we cancel, the refund will be pro rata. If the **named insured** cancels, the refund will be 90% of the pro rata unearned premium. 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.

The notice of non-renewal must be sent by first class mail or delivered to the **named insured's** last known address.

If notice is provided less than sixty (60) days prior to the expiration date, coverage will remain in effect under the same terms and conditions until sixty (60) days after notice is provided.

- B. If the notice of non-renewal is mailed, United States Postal Service proof of mailing is sufficient proof the proper notice has been given.
- C. Like notice of non-renewal will also be provided to the agent of record, if any, in the same manner specified for the **named insured**.
- D. Notice of non-renewal is not required if the **named insured** has obtained replacement coverage, accepted replacement coverage, or requested or agreed to non-renewal.

III. The policy is amended to include the following:

Conditional Renewal

- A. If we offer to renew this policy at less favorable terms as to the dollar amount of coverage or deductibles, higher rates, and/or higher rating plan, such less favorable terms will take effect on the renewal date of this policy if we have notified the **named insured** of the less favorable terms at least thirty (30) days prior to the expiration date of this policy.

The notice must be sent by first class mail or delivered to the **named insured's** last known address.

- B. If the notice is mailed, United States Postal Service proof of mailing is sufficient proof the proper notice has been given.
- C. If we do not comply with the notice requirements, the **named insured** may cancel the renewal policy within sixty (60) days after receiving the notice, and any earned premium must be calculated pro rata based upon the prior year's rate.

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.