



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - KANSAS

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 ninety (90) days, 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) thirty (30) days for cancellation for any other reason,prior to the effective date of cancellation.
  - C. If this policy has been in effect for ninety (90) days or more, 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) thirty (30) days for cancellation for a reason listed in D.(ii) through D.(vi) below;prior to the effective date of cancellation.
  - D. After this policy has been in effect for ninety (90) days or more, it may only be canceled for one of the following reasons:
    - (i) nonpayment of premium;
    - (ii) the policy was issued because of a material misrepresentation;
    - (iii) the **named insured** or **insured(s)** violated any of the material terms and conditions of the policy;
    - (iv) unfavorable underwriting factors, specific to the **named insured** or **insured(s)**, exist that were not present at the inception of the policy;
    - (v) a determination by the commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of this state; or
    - (vi) a determination by the commissioner that we no longer have adequate reinsurance to meet our needs.
  - E. The notice of cancellation will state the actual reason for cancellation.
  - 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 will be ninety percent (90%) of the pro rata unearned premium. We will provide the refund to the **named insured**, if applicable.



- 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. We may satisfy this obligation by causing such notice to be given by a licensed agent.
  - B. The notice of non-renewal will state the actual reason for non-renewal.
  - C. The non-renewal is not effective unless the notice requirements are met.
  - D. A notice of non-renewal is not required if the **named insured** is transferred to a company within the CNA group of insurance companies.
    - (i) Notice of the transfer must be given to the **named insured** at its last known address and made available to the agent of record on or before thirty (30) days before the expiration date of the expiring policy.
    - (ii) Delivery of the new policy to the **named insured** and the agent of record in accordance with the requirements of paragraph (i) above satisfies the transfer notice requirement.

III. The policy is amended to include the following:

Conditional Renewal/Policy Change

- A. If we offer to renew the policy with a change in terms or conditions we will provide written notice to the **named insured** at least sixty (60) days prior to the renewal date. We may satisfy this obligation by causing such notice to be given by a licensed agent.
- B. The change is not effective unless the notice requirements are met.

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.