



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - LOUISIANA

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 providing a written notice to us stating when the cancellation is to be effective. We must receive the written notice before the cancellation date.
  - B. If this new 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 by giving written notice to the **named insured** at least:
    - (i) ten (10) days for cancellation for non-payment of premium; or
    - (ii) sixty (60) 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 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 only if cancellation is for one or more of the following reasons:
      - a. 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. If the statement is false, it was made with intent to deceive, and it is material to the risk;
      - b. acts or omissions by the **named insured** or **insured(s)** which change or increase any hazard insured against, including a failure to comply with loss control recommendations;
      - c. change in the risk which increases the risk of loss after the policy has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision;
      - d. determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the laws of this or any other state;
      - e. violation or breach by the **named insured** or **insured(s)** of any policy terms or conditions; or
      - f. any other reasons that are approved by the Commissioner of Insurance.
  - D. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
  - E. Like notice of cancellation will also be provided to each mortgagee, pledgee, or other known person shown by the policy to have an interest in any loss which may occur thereunder.
  - F. Unearned premium or commission is to be returned to the **named insured** within thirty (30) days after the **named insured** cancels the policy.



- G. We will provide the **named insured**, upon receipt of a written request by the **named insured**, a written statement setting forth the reason for cancellation, provided the **named insured** agrees in writing to hold us harmless from liability for any communication giving notice of or specifying the reasons for cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation.
- H. We will provide a notice of cancellation, or a statement of reasons for cancellation, when cancellation for non-payment of premium is effected by a premium finance company or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the **named insured**.
- I. If notice is mailed, proof of mailing will be sufficient proof of notice.
- J. If we cancel, the refund will be pro rata. If the **named insured** cancels, the refund may be less than pro rata, according to our manuals as filed with and approved by the Commissioner of Insurance. The cancellation will be effective even if we have not made or offered a refund.
- K. Any refund due the **named insured** because of cancellation by us or the **named insured** will be accompanied with interest at the rate of one and one-half percent (1.5%) per month of the amount of the refund due the **named insured**, without the benefit of daily proration of this monthly interest, after thirty (30) days of either of the following:
  - (i) the delivery to the **named insured** of the written notice of such cancellation;
  - (ii) delivery to our state, regional or home office, from which such refund would issue, of the written request for such cancellation. We will be deemed in compliance with the law and not subject to the further accrument of interest by furnishing timely evidence of the mailing of such refund to the **named insured**. However, when the **named insured** continues to maintain a policy of insurance with us, or an affiliated insurer, and the amount of the refund plus interest is twenty-five dollars (\$25) or less, we may credit the amount of the payment against future premiums. We will give written notice to the **named insured** of the credit and the amount at policy renewal.

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. Such notice to the **named insured** will include the **named insured's** loss run information for the period the policy was in force within, but not to exceed, the last three (3) years of coverage. 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. Earned premium for any period of coverage that extends beyond the expiration date will be considered pro rata based upon the previous year's rate.
- B. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C. Notice of non-renewal is not required if we offered to renew the policy in the same company or another company within the CNA/insurance companies group, or where the **named insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage. If we provided the notice discussed in A above and thereafter extend the policy for an additional period of ninety (90) days or less, an additional notice of non-renewal is not required with respect to such extended period.

III. The policy is amended to include the following:

Renewal



- A. We will mail or deliver to the **named insured** written notice of any rate increase, change in deductible or reduction in limits or coverage at least thirty (30) days prior to the expiration date of the policy. If we fail to provide such thirty (30) day notice, the coverage provided to the **named insured** at the expiring policy's rate, terms and conditions will remain in effect until notice is given or until the effective date of replacement coverage obtained by the **named insured**, whichever first occurs.
- B. Notice is considered given thirty (30) days following the date of mailing or delivery of the notice. 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.
- C. This provision shall not apply to:
  - (i) changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
  - (ii) changes based upon the altered nature or extent of the risk insured.
  - (iii) changes in policy forms filed and approved with the Commissioner and applicable to an entire class of business.
  - (iv) changes requested by the **named insured**.
- D. If notice is mailed, proof of mailing will be sufficient proof of notice.

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.