



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - IDAHO

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) 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 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) thirty (30) days for cancellation for a reason listed in D(ii) through D(vii) 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) discovery of acts or omissions on the part of the **named insured** or **insured** that increase any hazard insured against, including a failure to comply with written loss control recommendations;
- (iv) material change in the risk that increases the risk of loss after insurance coverage has been issued or renewed;
- (v) loss or decrease of our reinsurance covering all or part of the risk or exposure by the policy;
- (vi) determination by the Director 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
- (vii) violation or breach by the **named insured** or **insured** of any policy terms or conditions other than nonpayment of premium.



- E. If notice of cancellation is delivered via United States mail, the ten (10) day notification period will begin to run five (5) days following the date of postmark.
- F. If notice of cancellation is mailed, proof of mailing is sufficient proof of notice.
- G. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
- H. The **named insured** may make a written request to us for a written statement of the reason(s) for cancellation. The **named insured** must agree in writing to hold us harmless from liability for specifying the reason(s) or of any statement made in the attempt to verify the reason(s) for cancellation.
- I. 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. If notice of nonrenewal is provided less than forty-five (45) days prior to the expiration date, the policy will remain in effect until forty-five (45) days after the notice is provided to the **named insured**.
- C. If notice of nonrenewal is mailed, proof of mailing is sufficient proof of notice.
- D. If notice of nonrenewal is provided and thereafter we extend the expiring policy for ninety (90) days or less, an additional nonrenewal notice is not required with respect to the extension.
- E. Notice of nonrenewal is not required if:
  - (i) we or a company with the CNA insurance group has offered to renew the policy; or
  - (ii) the **named insured** has obtained replacement coverage or agreed in writing to obtain replacement coverage.

III. The policy is amended to include the following:

Conditional Renewal/Policy Change

- A. If we offer to renew the policy with a total premium increase greater than ten percent (10%) that is the result of an increase in premium rates, changes in deductibles reductions in limits, or reductions in coverages we will provide written notice to the **named insured** at least thirty (30) days prior to the expiration date.
- B. If notice is mailed, proof of mailing is sufficient proof of notice.
- C. If we fail to comply with the notice requirement, the policy will remain in effect until thirty (30) days after notice is provided or until the effective date of replacement coverage obtained by the **named insured**, whichever occurs first.
- D. If the **named insured** declines renewal, any earned premium for the period of extension of the terminated policy will 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 and any other changes will be effective on and after the first day of the renewal policy.



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.