

## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - IOWA

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. We may cancel this policy by giving written notice to the **named insured** and any loss payee at least:
  - (i) thirty (30) days for cancellation for loss of reinsurance;
  - (ii) ten (10) days for cancellation for non-payment of premium; or
  - (iii) 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 less than sixty (60) days and it is not a renewal of a policy we issued, we may cancel for:
  - (i) loss of reinsurance, subject to E. below; or
  - (ii) any other reason.
- D. If this policy has been in effect for sixty (60) days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
  - (i) non-payment of premium;
  - (ii) misrepresentation or fraud made by or with the knowledge of the **named insured** or **insured** in obtaining the policy, when renewing the policy, or in presenting a **claim** under the policy;
  - (iii) acts or omissions by the **named insured** or **insured** that substantially change or increase the risk insured;
  - (iv) determination by the commissioner 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;
  - (v) the **named insured** or **insured** acted in a manner which he or she knew or should have known was in violation or breach of a policy term or condition; or
  - (vi) loss of reinsurance, subject to E. below.
- E. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.
- F. The notice of cancellation will state the actual reason for cancellation.

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- G. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
- H. 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** and any loss payee at least forty-five (45) days prior to the expiration date.
  - B. If we fail to meet the notice requirement, the **named insured** has the option of continuing the policy for the remainder of the notice period plus an additional thirty (30) days at the premium rate of the existing policy.
  - C. A notice of non-renewal is not required if we offered to issue a renewal policy or if the **named insured** failed to pay a premium due or any advance premium required for renewal.
- III. The policy is amended to include the following:

Conditional Renewal/Policy Change

- A. lowa law requires that we inform the **named insured**, by letter of explanation, of an increase in premium of twenty-five percent (25%) or more, an increase in the deductible of twenty-five percent (25%) or more, or a material reduction in limits or coverage, at least forty-five (45) days prior to expiration date.
- B. Our failure to meet the notice requirement gives the **named insured** the option of continuing the policy for the remainder of the notice period plus an additional thirty (30) days at the premium rate of the existing policy.
- C. A premium charge that is assessed after the policy effective date for which the premium is due is not deemed a premium increase for purposes of the notice requirement.

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.

Policy No: Endorsement No: Effective Date: