



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - RHODE ISLAND

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** 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 more than sixty (60) days or is a renewal policy, we shall not cancel this policy except for one or more of the following conditions:
    - (i) non-payment of premium;
    - (ii) 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) activities or omissions on the part of the named insured which increase any hazard insured against, including a failure to comply with loss control recommendations;
    - (iv) change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
    - (v) loss or decrease of the insurer's reinsurance covering all or part of the risk or exposure covered by the policy;
    - (vi) determination by the Commissioner of Insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state;
    - (vii) owner or occupant incendiarism;
    - (viii) violation or breach by the named insured of any policy terms or conditions;
    - (ix) constructive or actual total loss of the insured property;
    - (x) such other reasons as may be approved by the Commissioner of Insurance.
  - D. The notice of cancellation will state the reason(s) for and effective date of cancellation. The policy will end on that date.



- E. Notice will be mailed or delivered to the insured at the mailing address shown on the policy and, if applicable, to the producer of record.
  - F. If we cancel, the refund will be pro rata. If the **named insured** cancels, the refund will be calculated at 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.
  - B. Notice will be sent by first class mail to the insured at the last mailing address known to us. Proof of mailing by the United States Postal Service certificate of mailing is sufficient proof of notice.
  - C. Notice of non-renewal will not be required where:
    - (i) insured has requested or agreed to non-renewal; or
    - (ii) insured elsewhere or accepted replacement coverage.
- III. The policy is amended to include the following:

Renewal

- A. If we offer to renew this policy at less favorable terms as to the dollar amount of coverage, deductibles, higher rates or rating plans, such less favorable terms will take effect on the renewal date if we have notified the **named insured** of the less favorable terms at least sixty (60) days prior to the expiration date of this policy.
- B. If we fail to provide the required notice, the coverage remains in effect until the required notice is provided or until the effective date of replacement coverage obtained by the name insured, whichever occurs first.
- C. Notice will be sent by first class mail to the insured at the last mailing address known to us and, if applicable, to the producer of record. Proof of mailing by the United States Postal Service certificate of mailing is 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.