



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - ALASKA

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. We will return any unearned premium within forty-five (45) days of receipt of a request for cancellation or the effective date of cancellation, whichever is later.

B. We may cancel this policy by giving written notice to the **named insured** at least:

- (i) twenty (20) days for cancellation for non-payment of premium; or
- (ii) ten (10) days for cancellation for conviction of the **insured** of a crime having as one of its elements an act increasing a hazard insured against; or discovery of fraud or material misrepresentation made by the **insured**, or a representative of the **insured**, in obtaining the insurance, or by the **insured** in pursuing a claim under the policy.
- (iii) sixty (60) days for cancellation for any other reason,

prior to the effective date of cancellation.

C. The notice of cancellation will state the actual reason and the effective date of cancellation and the policy will end on that date.

D. We will mail the notice by first class mail and obtain a certificate of mailing from the United States Postal Service; or transmit the notice by electronic means, to the last known electronic address of the intended recipient, if we can obtain an electronic confirmation of receipt by the intended recipient.

E. If we cancel the policy, we will return or credit any unearned premium to the agent or broker of record or directly to the **named insured** or premium finance company, if applicable, before the effective date of cancellation. Except that any unearned premium will be returned or credited within forty-five (45) days after notice of cancellation is given, if cancellation is for:

1. nonpayment of premium, including nonpayment of additional premiums, calculated in accordance with the current rating manual of the Insurer, justified by a physical change in the insured property, a change in its occupancy or use, or a change in payroll, receipts, values or other exposure units;
2. conviction of the **named insured** or **insured(s)** of a crime having as one of its necessary elements an act increasing a hazard insured against;
3. discovery of fraud or material misrepresentation made by the **named insured** or **insured(s)** or a representative of same in obtaining the insurance or by the **named insured** or **insured(s)** in pursuing a claim under the policy; or
4. failure or refusal of the **named insured** to provide the information necessary to confirm exposure or necessary to determine the policy premium.



- F. If we cancel, the refund will be pro rata. If the **named insured** cancels, the refund will be calculated pro rata in accordance with the Whole Dollar Rule. 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. We will mail the notice by first class mail and obtain a certificate of mailing from the United States Postal Service; or transmit the notice by electronic means, to the last known electronic address of the intended recipient, if we can obtain an electronic confirmation of receipt by the intended recipient.
  - C. Notice requirements do not apply when the insurer has in good faith manifested its willingness to renew; or the insured has failed to pay the expiring policy premium or the renewal policy premium.
- III. Renewal
- A. If we offer to renew this policy at terms which involve an increase in premium of ten percent (10%) or more or changes in deductibles or coverage that materially alter the policy, such terms will take effect on the renewal date if we have mailed written notice of the terms to the first **named insured** at least forty-five (45) days prior to the expiration date of this policy.
  - B. We will mail the notice by first class mail and obtain a certificate of mailing from the United States Postal Service; or transmit the notice by electronic means, to the last known electronic address of the intended recipient, if we can obtain an electronic confirmation of receipt by the intended recipient.
  - C. A copy of the notice shall also be mailed to the agent or broker of record.
  - D. If we have not given such advance notice, the existing policy shall continue until the proper notice is provided to the first **named insured**.

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.