

CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - OHIO

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) Sixty (60) days for cancellation for any other reason,

prior to the effective date of cancellation.

- C. This policy may be cancelled for one of the following reasons:
 - (i) nonpayment of premium;
 - (ii) fraud or material misrepresentation on the application or in presenting a claim;
 - (iii) discovery of a moral hazard or willful or reckless acts by the insured that increase any hazard insured against;
 - (iv) occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed, except to the extent the insurer reasonably should have foreseen the change or contemplated the risk in writing the contract;
 - (v) loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
 - (vi) a determination by the Superintendent that to continue the policy would be hazardous to the policyholders or the public;
 - (vii) failure of the insured to correct safety code violations, or comply with written loss control recommendations.
- D. The notice of cancellation will state the reason and the effective date of cancellation. The policy will end on that date.
- E. We will mail or deliver notice to the first **named insured** and the agent at the last mailing address known to us.
- F. 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 sixty (60) days prior to the expiration date.
 - B. If the notice of non-renewal is mailed less than sixty (60) days before the expiration date of the policy, the **named insured**'s coverage then remains in effect until sixty (60) days after the date of mailing the notice, unless the **insured** notifies the Insurer in writing that the **insured** accepts the non-renewal as stated. The Insurer shall notify the **insured** of the amount of the premium for the time after the expiration date that the coverage may remain in effect, and the **insured** shall pay such premium unless the **insured** accepts the stated non-renewal. The premium must be calculated using the rates originally applicable to the **insured's** coverage then in effect.
 - C. We will mail or deliver notice to the first **named insured** and the agent at the last mailing address known to us.
 - D. The notice shall include the reason for non-renewal.
- III. The policy is amended to include the following:

Renewal

- A. If we offer to renew this policy with an increase in premium, we will mail or deliver a notice of our intention to the **named insured** and agent at the last mailing address known at least sixty (60) days prior to the expiration date of the policy.
- B. If we have not given such advance notice, the **named insured** may cancel the renewal policy within sixty (60) days after receiving notice, and any return or additional premium charges shall be calculated proportionately on the basis of the prior rates.

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.