

AMENDATORY ENDORSEMENT RHODE ISLAND

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation And Nonrenewal

- a. "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.
- b. "We" may cancel or not renew this policy by giving, mailing, or delivering written notice to "you", at the last mailing address known to "us", and to the insurance producer of record, if any. If notice is mailed, it will be sent by first class mail. Proof of mailing or delivery is sufficient proof of notice.
- c. If this policy has been in effect for less than 60 days, "we" may cancel for any reason. "We" will give "you" notice:
- 1) at least 10 days before the cancellation is effective, if cancellation is for nonpayment of premium; or
 - 2) at least 30 days before the cancellation is effective, if cancellation is for any reason other than nonpayment of premium.
- d. If this policy has been in effect for 60 days or more, or if it is a renewal of a policy written by "us", "we" may cancel only on the anniversary date unless one or more of the following reasons apply:
- 1) nonpayment of premium;
 - 2) there has been fraud or material misrepresentation made by "you" or with "your" knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
 - 3) there has been an activity or omission on "your" part which has increased any hazard insured against, including a failure to comply with loss control recommendations;

- 4) there has been a change in the risk which has increased 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;
- 5) there has been a loss or decrease of "our" reinsurance covering all or part of the risk or exposure covered by the policy;
- 6) the Insurance Commissioner has determined that the continuation of the policy would jeopardize "our" solvency or would place "us" in violation of the insurance laws of this state;
- 7) there has been owner or occupant incendiarism;
- 8) "you" have violated or breached any policy "term";
- 9) there has been a constructive or actual total loss of the insured property; or
- 10) such other reason as may be approved by the Insurance Commissioner.

If "we" cancel for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is effective. If "we" cancel for any other reason, "we" will give "you" notice at least 30 days before the cancellation is effective.

- e. "We" will provide "you" with a written statement setting forth the reason for cancellation if "you":
- 1) request such a statement in writing; and
 - 2) agree in writing to hold "us" harmless from liability for any communication giving notice of or specifying the reason for cancellation or for any statement made in connection with an attempt to discover or verify the existence of a condition which would be a reason for cancellation.

- f. If "we" do not renew this policy, "we" will give "you" notice at least 60 days before the nonrenewal is effective. Such notice may be delivered electronically if "you" consent to that method of delivery.

However, notice of nonrenewal is not required if:

- 1) "we" have, or a company in "our" insurance group has, offered to issue a renewal policy; or
- 2) "you" have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

- g. "Your" return premium, if any, will be calculated on a pro rata basis and will be refunded to "you" at the time of cancellation or as soon as practicable. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

Renewal -- If "we" intend to renew this policy with:

- a. a premium increase in excess of 10%, unless such increase is a result of an audit or an increase in exposure requested by "you"; or
- b. an elimination, reduction, or diminution of coverage or an increased deductible, unless such change is requested by "you";

"we" will mail a written notice of the change to "you" at the mailing address shown on the policy, and "your" agent of record, at least 60 days prior to the expiration date. Notice of any changes described in b. above will itemize and describe such changes and will be separate from the renewal policy.

Such notices may be provided electronically if "you" so consent. Proof of delivery or mailing is sufficient proof of notice.

However, these requirements do not apply to changes based upon the altered nature or extent of the risk insured.