

## AMENDATORY ENDORSEMENT ALASKA

1. If this policy is issued to cover a one- to four-family dwelling, Cancellation, under Common Policy Conditions, 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.

"We" may cancel or not renew this policy by written notice mailed by first class mail to "you" at "your" last known address. If "you" are 70 years of age or older, "we" will also mail a written notice to an additional person that "you" have designated to "us" in writing to receive such notice. "Our" notice will include a statement of the reasons for cancellation or nonrenewal. "We" will obtain a certificate of mailing which will be sufficient proof of mailing the notice.

- b. If this policy has been in effect for less than 60 days, "we" may cancel for any reason.

If this policy has been in effect for 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel this policy only for the following reasons:

- 1) the premium has not been paid when due;
- 2) "you" have been convicted of a crime having as one of its necessary elements an act increasing a hazard insured against;
- 3) there has been discovery of fraud or material misrepresentation made by "you" or "your" representative in obtaining this insurance or in "your" pursuit of a claim under this policy;
- 4) there has been discovery of a grossly negligent act or omission by "you" which substantially increases the hazards insured against;

- 5) there have been physical changes in the insured property which result in the property being uninsurable; or
- 6) there has been an entire abandonment of the property that increases a hazard insured against.

As used in this provision, entire abandonment means that the property is no longer occupied by the "insured" and does not have contents of substantial utility. However, the property is not entirely abandoned if the "insured" or an agent for the "insured" demonstrates that the property is being reasonably maintained and monitored for a condition that might cause damage to the property.

- c. If "we" cancel this policy for nonpayment of premium, "we" will mail written notice at least 20 days before cancellation is effective.

If "we" cancel this policy for the reasons stated under items b.2) or b.3) above, "we" will mail written notice at least ten days before cancellation is effective.

If "we" cancel this policy for any other reason, "we" will mail written notice at least 30 days before cancellation is effective.

If "we" cancel this policy because there has been an entire abandonment of the property that increases a hazard insured against, "we" will also give notice to the lender on file with "us" at the time of the cancellation.

- d. Return premium will be calculated on a pro rata basis. Unearned premium will be returned or credited to the agent or broker of record or directly to "you" or "your" premium finance company, if applicable.

If "we" cancel this policy for the reasons described in items b.1), b.2), or b.3) above, "we" will return or credit any unearned premium within 45 days after cancellation is effective.

If "we" cancel this policy for any other reason, "we" will return or credit any unearned premium before the effective date of the cancellation.

- e. If "we" do not renew this policy, "we" will mail written notice at least 20 days before the policy expiration date. If this policy is written for a term of longer than one year or without a fixed expiration date, "we" can elect not to continue this policy by mailing written notice at least 20 days before the policy anniversary date.

"We" are not required to give "you" notice of nonrenewal if:

- 1) "we" have in good faith shown "our" willingness to renew;
- 2) the premium for the expiring policy has not been paid; or
- 3) the renewal premium has not been paid as required.

2. If item 1. above does not apply, Cancellation, under Common Policy Conditions, is deleted and replaced by the following:

**Cancellation and Nonrenewal** -- "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.

"We" may cancel or not renew this policy, or one or more of its parts, by written notice mailed by first class mail to "you" at "your" last known address, and to "your" agent or broker of record. "Our" notice will include a statement of the reasons for the cancellation. "We" will obtain a certificate of mailing which will be sufficient proof of mailing the notice.

- a. If "we" cancel this policy due to:

- 1) "your" failure to pay the premium when due; or

- 2) "your" failure or refusal to provide the information necessary to confirm exposure, or necessary to determine the policy premium;

"we" will give "you" notice at least 20 days before cancellation is effective.

- b. If "we" cancel this policy due to:

- 1) "your" conviction of a crime having as one of its necessary elements an act increasing a hazard insured against; or
- 2) discovery of fraud or material misrepresentation made by "you" or "your" representative in obtaining this insurance or in "your" pursuit of a claim under this policy;

"we" will give "you" notice at least ten days before cancellation is effective.

- c. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 60 days before cancellation is effective.

- d. Return premium will be calculated on a pro rata basis. Unearned premium will be returned or credited to the agent or broker of record or directly to "you" or "your" premium finance company, if applicable.

If "we" cancel this policy for the reasons described in items a. or b. above, "we" will return or credit any unearned premium within 45 days after cancellation is effective.

If "we" cancel this policy for any other reason, "we" will return or credit any unearned premium before the effective date of the cancellation.

- e. If "we" decide not to renew this policy, "we" will give "you" notice of nonrenewal at least 45 days before the expiration date of the policy or before the anniversary date if the policy is written for a term longer than one year or with no fixed expiration date.

Nonrenewal notice is not required if:

- 1) "we" have in good faith shown "our" willingness to renew;
- 2) "you" have not paid the premium for the expiring policy; or
- 3) "you" fail to pay the renewal premium as required.

3. Under Common Policy Conditions the following condition is added:

**Renewal** -- If "we" decide to increase the renewal premium by more than 10% for any reason other than an increase in coverage or exposure base or to materially restrict or reduce coverage not specifically requested by "you", "we" will mail written notice to "you" and to "your" agent or broker of record at least 45 days before the policy expiration.

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