

Endorsement No. \_\_\_\_\_

Effective Date: \_\_\_\_\_ @12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: \_\_\_\_\_

Insured Name: \_\_\_\_\_

Issuing Company: \_\_\_\_\_

Additional (Return) Premium: \_\_\_\_\_

*If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.*

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## **CANCELLATION AND NONRENEWAL ENDORSEMENT – KANSAS**

It is agreed that:

Except as specifically set forth herein, any Cancellation or Nonrenewal provision in this policy is replaced by the following. If the policy does not contain a Cancellation and/or Nonrenewal provision, the following is added to the policy:

### **1. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance notice of cancellation. Such advance notice of cancellation should be mailed or delivered to the address indicated in the Declarations under the item entitled Notices to Insurer.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) This policy was issued because of material misrepresentation;
  - (3) You or any other insured violated any of the material terms and conditions of this policy;
  - (4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;
  - (5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
  - (6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.
- d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- e. Notice of cancellation will state the effective date of cancellation and will be effective for all Insureds. All coverage will end on the effective date of cancellation.
- f. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the premium refund will be pro rata. If the first 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 premium refund.
- g. If notice of cancellation is mailed, proof of mailing shall be considered sufficient proof of notice.

## 2. Nonrenewal

- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.
- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

As used herein, "us" and "we" refers to the insurance company named on the Declarations.

As used herein, "you", "your" or "named insured" refers to the person or entity first named as such on the Declarations.

If any provision of the policy contains cancellation or nonrenewal terms that are more favorable to the insured than those provided in this endorsement, then, except where prohibited by applicable state law, the more favorable terms control.

All other provisions of the policy remain unchanged.