

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.

CANCELLATION AND NONRENEWAL ENDORSEMENT – NEBRASKA

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. Cancellation Of Policies In Effect

(1) 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

(2) More Than 60 Days

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

(a) Nonpayment of premium;

(b) The policy was obtained through material misrepresentation;

(c) Any insured has submitted a fraudulent claim;

(d) Any insured has violated the terms and conditions of this policy;

(e) The risk originally accepted has substantially increased;

(f) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

(g) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

(3) If we cancel this policy subject to b.(1) or b.(2) above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 60 days before the effective date of cancellation if we cancel for any other reason.

c. Mailing Of Notices

We will mail our notice by first-class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

If the policy has been in effect 60 days or more or is a renewal or continuation policy, and we cancel for:

- (1) Nonpayment of premium to a premium finance company; or
- (2) Any reason other than nonpayment of premium;

notice of cancellation will be sent by registered or certified mail.

- d. 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.
- e. 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.

2. Nonrenewal

If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.

Any notice of nonrenewal will be mailed by first-class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

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.