

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 – OREGON

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 may cancel this policy by mailing or delivering written notice of cancellation to us at the address stated on the Declarations. Such notice of cancellation will state the effective date of cancellation or, if no effective date is stated, the effective date of cancellation will be thirty (30) days after our receipt of notice. The policy period will end on that date.
- b. We may cancel this policy only for one or more of the following reasons:
 - i. Nonpayment of premium.
 - ii. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy or in presenting a claim under the policy.
 - iii. Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision.
 - iv. Failure to comply with reasonable loss control recommendations.
 - v. Substantial breach of contractual duties, conditions or warranties.
 - vi. Determination by the Director of the Department of Consumer and Business Services that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize a company's solvency or will place the insurer in violation of the insurance laws of Oregon or any other state.
 - vii. Loss or decrease in reinsurance covering the risk.
 - viii. Any other reason approved by the director by rule.
- c. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - i. ten (10) working days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - ii. thirty (30) days before the effective date of cancellation if we cancel for any other reason listed in 1.b.ii-viii. above.

We will mail or deliver the notice to the first Named Insured at the address stated on the Declarations. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

- d. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be the pro rata unearned amount of the annual premium. If the first Named Insured cancels, the refund, if any, will be the pro rata unearned amount of the annual premium calculated at the customary short rate. Return of premium to the first Named Insured is not a condition precedent to cancellation.

2. Nonrenewal

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the first Named Insured at its address stated on the Declarations at least forty-five (45) days before the policy expiration date.

If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

3. Conditional Renewal

If we decide to condition renewal upon an increase in premium or terms less favorable, we shall provide notice of such conditional renewal to the first Named Insured. We shall mail written notice at forty-five (45) days prior to the expiration date of the policy. Such notice shall be mailed to the first Named Insured at the last mailing address known by us. The notice shall state the change in terms upon which renewal is conditioned. A copy of all such notices shall be sent to your broker, if known. We shall maintain proof of mailing of such notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office. The mailing of notice as aforesaid shall 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.