

COLORADO AMENDATORY ENDORSEMENT

The terms of the policy apply except as changed by this **endorsement**.

DEFINITIONS

Actual cash value is deleted and replaced by the following:

Actual cash value.

- a. This means the value of the covered damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property:
 - (1) based on **current construction** costs for property covered under Coverage A – Dwelling and Coverage B – Other **Structures**; or
 - (2) with an item of like kind and quality for property covered under Coverage C – Personal Property;
less a deduction to account for depreciation.
- b. In calculating the **actual cash value**, the components of this estimated cost that are subject to depreciation include, but are not limited to:
 - (1) materials, permits, and any applicable tax;
 - (2) labor, overhead and profit, unless prohibited by the state law of the **insured location**; and
 - (3) any other cost related to repairing or replacing the property.
- c. Depreciation refers to the decrease in the value of the covered damaged part of the property due to, but not limited to, such considerations as:
 - (1) age;
 - (2) condition, including wear and tear or deterioration;
 - (3) remaining useful life; and
 - (4) obsolescence.
- d. The **actual cash value** of the lost or damaged property may be significantly less than its replacement cost.

Limit is deleted and replaced by the following:

Limit. This means the maximum dollar amount of insurance provided by this policy for a coverage, as shown in the **Declarations** or as otherwise specified in the policy.

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form, **uninhabited** is deleted and replaced by the following:

Uninhabited.

- a. This means **you** do not reside at, have moved from, or vacated **your** dwelling on the **residence premises**. This definition does not change regardless of the presence of any personal property that may be on the **residence premises**.
- b. **Uninhabited** does not mean those instances in which:
 - (1) **we** consent in writing to:
 - (a) **your** reason for not residing at, moving from, or vacating **your** dwelling on the **residence premises**; and
 - (b) the steps **you** take to safeguard the **residence premises**; or
 - (2) **you** are temporarily residing away from **your** dwelling on the **residence premises** due to:
 - (a) work related travel;
 - (b) a vacation; or
 - (c) use of a seasonal home; or
 - (3) **your** dwelling on the **residence premises** has never been occupied by any **insured** and is in the process of being newly constructed for the purpose of serving as a residence.

The following Definitions are added:

Low-speed residential maintenance vehicle means:

- a. a riding lawn mower, lawn or garden tractor, snow removal vehicle, or work utility vehicle; or
- b. other type of motor- or engine-propelled land vehicle;

that is not designed for use on public roads, is powered by no more than 50 horsepower or 37 kilowatts, and is capable of going no more than 35 miles per hour.

Metal siding surface means:

- a. the protective metal material; and
 - b. metal corner trim;
- including their parts and accessories attached to the exterior side of a wall of a building.

SECTION I - PROPERTY COVERAGE

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form, the following is added to Coverage A - Dwelling:

3. In the event of a total loss to **your** dwelling resulting from a wildfire disaster that is declared by the governor, and the Coverage A **limit** for coverage to rebuild or replace the damaged or

destroyed dwelling is insufficient, **you** may combine the **limits** for Coverage A - Dwelling and Coverage B - Other **Structures** for coverage of the dwelling only. Claims payments for:

- a. which replacement cost coverage is applicable shall be for the full replacement value of the

loss without requiring actual replacement of the other **structures**; and

- b. other **structures** in excess of the amount applied toward the necessary cost to rebuild or replace the damaged or destroyed dwelling will be paid according to the terms of this policy.

This provision does not increase the **limit** that applies to Coverage B - Other **Structures**.

When this **endorsement** amends a:

- Homeowners Form or Manufactured Homeowners Form, under item C.;
- Condominium Unit-Owners Form, under item B.; or
- Renters Form, under item A.;

Coverage C – Personal Property

Paragraph 4.a. is deleted and replaced by the following:

- a. \$300 is the total **limit** for physical audio and video media while in or upon any vehicle or watercraft.

Paragraph 6.c.(1) is deleted and replaced by the following:

- (1) a motor- or engine-propelled land vehicle that is not designed for use on public roads and is:
 - (a) designed and used to assist the handicapped;
 - (b) a scale model not capable of carrying any cargo or a person;
 - (c) an electric motor-propelled child's riding toy capable of going no more than 20 miles per hour;
 - (d) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**.

Paragraph 6.f. is deleted and replaced by the following:

- f. digitally stored property of any type including but not limited to data, documents, publications, apparel, art, music, videos, interactive media, or images. However, **we** do cover the physical commercially prerecorded audio and video media storage devices

including discs, films, records, cards, and tapes readily available on the current market.

The following is added to paragraph 6.:

virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, or any other type of electronic currency.

When this policy is a Homeowners Form, Coverage D - Loss Of Use, paragraph 1 is deleted and replaced by the following:

- 1. Additional Living Expense.

This Coverage applies when a loss covered by this policy makes that part of the **residence premises** where **you** reside unfit to live in. **We** then pay for the reasonable and necessary increase in living expense **you** incur to maintain the normal standard of living of the **household**.

Payment will be for the shortest time required to repair or replace the damaged property or, if **you** permanently relocate, the shortest time required for **you** to do so. However, **we** will make no payment for an Additional Living Expense that is incurred more than 24 months following the date of loss.

However, in the event of a total loss to the **residence premises** where **you** reside as a result of a wildfire disaster that is declared by the governor, if **you**, acting in good faith and with reasonable diligence, encounter a delay or delays in receiving necessary permit approvals for, or reconstruction of, the **residence premises** where **you** reside that are beyond **your** control, **we** shall provide up to two additional extensions of six months for good cause. **We** will pay **you** within 20 days after **we** receive documentation of such loss. Documentation includes but is not limited to a signed lease that obligates **you** to pay for temporary replacement housing.

The following sentence is added to Coverage D - Loss Of Use for all policy types:

No deductible applies to this Coverage.

SECTION I – EXCLUSIONS

Paragraph a. of the Earth Movement Exclusion is deleted and replaced by the following:

Earth Movement.

- a. This means any loss caused by, resulting from, contributed to, or aggravated by earth movement of any type, including but not limited to:
 - (1) earthquake. Earthquake means a shaking or trembling of the earth that is volcanic or tectonic in origin. Earthquake consists of one or more scientifically measurable tremors or shocks. It includes land shock waves or

tremors before, during, or after a volcanic eruption;

- (2) landslide, rockslide, avalanche, subsidence, sinkhole, erosion, mudflow, mudslide, lahar;
- (3) earth sinking, rising, shifting, expanding, contracting;
- (4) the eruption, explosion, or effusion of a volcano; or
- (5) any of the following:
 - (a) site selection;
 - (b) machines;

- (c) vehicles;
- (d) blasting;
- (e) mining;
- (f) fracking;
- (g) sequestration of carbon dioxide or any other gas, solid, or liquid; or
- (h) earth moving, excavation, fill, or compaction.

The Pollution Exclusion is deleted and replaced by the following:

Pollution.

- a. This means any actual, alleged, or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry, or migration of any **pollutant** from any source and any cost except as in Section I – Additional Coverage.

- b. This includes any cost or expense to:
 - (1) abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or
 - (2) in any way respond to, or assess the effects of; any **pollutant** from any source.

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form:

The Theft While **Uninhabited** Exclusion is deleted and replaced by the following:

Theft While **Uninhabited**.

This Exclusion applies when:

- a. **your** dwelling has been **uninhabited** for more than 30 consecutive days before the loss; or
- b. **your residence premises** has never been occupied by any **insured** and is in the process of being newly constructed for the purpose of serving as a residence.

SECTION I - ADDITIONAL COVERAGE

When this **endorsement** amends a Homeowners Form, Manufactured Homeowners Form, or Condominium Unit-Owners Form, the following is added to paragraph 3. (paragraph 4. for Manufactured Homeowners Form) Debris Removal:

Subject to the **limit** for Debris Removal, if there is a total loss of the contents as a result of a wildfire disaster that is declared by the governor and the residence is furnished at the time of loss, **we** will pay for covered costs associated with the removal of debris within 60 days after receiving an invoice, receipt, or other documentation indicating the date and cost of the removal of the debris. However, in cases where debris removal is conducted by, or in coordination with, governmental entities, payment for covered costs for removal of debris will be provided within a reasonable amount of time.

When this **endorsement** amends a Homeowners Form, Inflation Protection is deleted and replaced by the following:

Inflation Protection.

We may increase **limits** at each renewal for Coverage A, B, C, and D as shown in the **Declarations**. **We** base Coverage A and B increases on an updated estimated reconstruction cost of the dwelling and buildings, inflation cost indexes, changes in costs of construction, or any other combination of methods **we** use to determine the Coverage A and B **limits** at renewal. **We** base Coverage C and D increases on inflation cost indexes or any other method or combination of methods **we** may use to determine the Coverage C and D **limits** at renewal. **We** will round any increases in **limits** to the next highest \$100. Premium will change

accordingly. **Your** payment of the renewal premium indicates **your** acceptance of any adjusted **limits**.

When this **endorsement** amends a Condominium Unit-Owners Form, Inflation Protection is deleted and replaced by the following:

We may increase **limits** at each renewal for Coverage A, C, and D as shown in the **Declarations**. **We** base Coverage A increases on an updated estimated reconstruction cost of the **condo unit**, inflation cost indexes, changes in costs of construction, or any other combination of methods **we** use to determine the Coverage A **limit** at renewal. **We** base Coverage C and D increases on inflation cost indexes or any other method or combination of methods **we** may use to determine the Coverage C and D **limits** at renewal. **We** will round any increases in **limits** to the next highest \$100. Premium will change accordingly. **Your** payment of the renewal premium indicates **your** acceptance of any adjusted **limits**.

When this **endorsement** amends a Renters Form, Inflation Protection is deleted and replaced by the following:

We may increase **limits** at each renewal for Coverage C and D as shown in the **Declarations**. **We** base Coverage C and D increases on inflation cost indexes or any other method or combination of methods **we** may use to determine the Coverage C and D **limits** at renewal. **We** will round any increases in **limits** to the next highest \$100. Premium will change accordingly. **Your** payment of the renewal premium indicates **your** acceptance of any adjusted **limits**.

When this **endorsement** amends a Manufactured Homeowners Form, Inflation Protection is deleted and replaced by the following:

We may increase **limits** at each renewal for Coverage C as shown in the **Declarations**. **We** base Coverage C increases on inflation cost indexes or any other method or combination of methods **we** may use to determine the Coverage C **limit** at renewal. **We** will round any increases in **limits** to the next highest \$100. Premium will change accordingly. **Your** payment of the renewal premium indicates **your** acceptance of any adjusted **limits**.

When this **endorsement** amends a Homeowners Form, Manufactured Homeowners Form, or Condominium Unit-Owners Form, the following is added to paragraph 10.a. (paragraph 11.a. for Manufactured Homeowners Form) Outdoor Trees, Shrubs, Lawn, And Other Plants:

Subject to the **limit** for Outdoor Trees, Shrubs, Lawn, And Other Plants, if there is a total loss of the contents as a result of a wildfire disaster that is declared by the governor and the residence is furnished at the time of loss, **we** will pay for any covered loss for trees, shrubs and landscaping within 30 days after receiving documentation of the loss, such as documentation from a reputable landscaping company showing the number and nature of trees, shrubs and landscaping features damaged or destroyed.

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form, paragraph 10.b., (paragraph 11.b. for Manufactured Homeowners Form) Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

b. **We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:

- (1) such tree:
 - (a) causes damage to a covered building;
 - (b) blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
 - (c) blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave **your** dwelling;

and

- (2) the tree falls due to one of the following Perils:
 - (a) Windstorm Or Hail;
 - (b) Weight Of Ice, Snow, Or Sleet; or
 - (c) Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris from any one fallen tree from the **residence premises** is \$500.

When this **endorsement** amends a Manufactured Homeowners Form, the following is added to paragraph 11.b., Outdoor Trees, Shrubs, Lawn, And Other Plants:

We may, at **our** option, include any owner of the land on which the **residence premises** is located as a loss payee on any payment under this Coverage if the **residence premises** is located on land leased to **you**.

When this **endorsement** amends a Condominium Unit-Owners Form, paragraph 10.b., Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

b. **We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:

- (1) such tree:
 - (a) causes damage to the **condo unit**;
 - (b) blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
 - (c) blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave the **condo unit**;

and

- (2) the tree falls due to one of the following Perils:
 - (a) Windstorm Or Hail;
 - (b) Weight Of Ice, Snow, Or Sleet; or
 - (c) Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris of any one fallen tree from the **residence premises** is \$500.

When this **endorsement** amends a Renters Form, paragraph 11.b., Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

b. **We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:

- (1) such tree:
 - (a) causes damage to the **housing unit**;
 - (b) blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
 - (c) blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave the **housing unit**;

and

- (2) the tree falls due to one of the following Perils:
 - (a) Windstorm Or Hail;
 - (b) Weight Of Ice, Snow, Or Sleet; or
 - (c) Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit**

to remove the debris of any one fallen tree from the **residence premises** is \$500.

The following Additional Coverage is added:

Pollutant Testing.

- a. This means the cost for an initial inspection, test, sample, or analysis to determine the presence of any **pollutant** prior to the removal, replacement, or repair of damaged property. This Coverage only applies if **we** confirm that property damage is due to a loss covered under Section I of this policy.

- b. This does not mean any cost or expense to:

- (1) abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or
- (2) in any way respond to, or assess the effects of; any **pollutant**, regardless of whether it was identified by the inspection, test, sample, or analysis.

SECTION I - CONDITIONS

When this policy is a Homeowners Form, the Amounts Of Insurance Condition is deleted and replaced by the following:

Amounts Of Insurance.

You are responsible for having sufficient amounts of insurance for all coverage in this policy.

You must notify **us** if **you** wish to increase or change any amount of insurance. This includes but is not limited to any increase due to:

- a. improvement, addition, or remodeling;
- b. purchase of personal property;
- c. construction cost estimate; or
- d. appraisal of any property.

For dwelling and other **structures**, **we** use a building cost guide to assist **you** in estimating the construction cost. The cost guide uses very general information. **We** do not guarantee that any estimate from the building cost guide will represent the actual cost to reconstruct **your** dwelling or other **structures**. **You** may obtain a construction cost estimate from a qualified appraiser, licensed contractor, or licensed architect at **your** expense. **You** may select a coverage amount equal to such construction cost estimate if **we** agree to that amount.

When this policy is a Condominium Unit-Owners Form, the following is added to paragraph g. of the Deductible Condition:

However, **we** will apply a deductible to any loss caused by earthquake, regardless of whether **you** or the **condo association** have purchased optional earthquake coverage.

Suit Against **Us** is deleted and replaced by the following for all policy types:

Suit Against **Us**.

We may not be sued unless there has been full compliance with all the terms of this policy. Suit must be brought within the time allowed by the applicable Colorado statute of limitations.

When this policy is a Homeowners Form, Manufactured Homeowners Form, or a Condominium Unit-Owners Form, the following Conditions are added:

- a. Except as provided in b. below, in the event of a total loss to covered personal property at **your** primary residence, **we** will provide **you** with an initial payment of 30 percent of the Coverage C - Personal Property **limit** without requiring **you** to submit a written inventory. If **you** choose to receive an additional payment according to the terms of the policy, **you** must submit a full inventory of the damaged or destroyed personal property within 365 days of submitting **your** total loss claim to **us**. All other terms in Section I - Conditions and Section I - How **We** Settle Losses apply to the loss.
- b. In the event of a total loss to covered personal property at **your** primary residence as a result of a wildfire disaster declared by the governor and **your** primary residence was furnished at the time of loss, **we** will pay no less than 65% of the Coverage C - Personal Property **limit**, without requiring **you** to file an itemized claim. If the itemized claim for personal property exceeds the 65% of the Coverage C - Personal Property **limit** paid, **we** shall request any additional information concerning the itemized claim no later than 30 days after receiving the itemized claim and provide additional payment for any covered and undisputed items within 30 days after receiving the itemized claim. All other terms in Section I - Conditions and Section I - How **We** Settle Losses apply to the loss.

SECTION I - HOW **WE** SETTLE LOSSES

When this **endorsement** amends a:

- Homeowners Form, the following is added to paragraphs A.2. and A.4 of Loss Settlement For Coverage A - Dwelling And Coverage B - Other **Structures**:: or
- Condominium Unit-Owners Form, the following is added to paragraph A.2. of Loss Settlement For Coverage A - Dwelling:

However, the 12 month time period does not apply in the event of a total loss to the property which occurs as a result of a wildfire disaster that is declared by the governor, if **we** are notified that **you** intend to repair or replace the damaged or lost property, by submitting receipts and invoices for the replacement costs, within 36 months, which period begins on the date upon which **we** provide the initial payment toward the **actual cash value** of the damage or loss.

If **you**, acting in good faith and with reasonable diligence, encounter unavoidable delays in obtaining a construction permit, lack necessary construction materials, lack available contractors to perform necessary work, or encounter other circumstances beyond **your** control, **we** shall provide up to two additional extensions of six months for good cause.

When this **endorsement** amends a Homeowners Form, Manufactured Homeowners Form, or Condominium Unit-Owners Form:

Paragraph A.8. (paragraph A.5. for Manufactured Homeowners Form and paragraph A.7. for Condominium Unit-Owners Form) is deleted and replaced by the following:

We will not pay for any damage caused by hail to any:

- a. **metal siding surface**;
- b. metal:
 - (1) gutter, downspout, including their parts and accessories;
 - (2) window including their parts and accessories, window trim;
 - (3) door including their parts and accessories, door trim; or
 - (4) soffit, fascia, or eave;

unless:

- c. such metal component will no longer prevent water from entering the building; or
- d. the hail causes a distinct and evident actual hole or opening in any of the metal items in a. or b. above.

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form:

The following paragraph under B. Loss Settlement For Roofing System Under Coverage A - Dwelling And Coverage B - Other **Structures**:

Roofing system means any type of roofing surface, underlayment, vent, flashing, ridge, valley, accessory, or trim. Roofing surface includes but is not limited to shingles, shakes, tiles, slates, panels, sheets, rolled materials, or any built-up surface. Roofing system does not include any eave, fascia, soffit, gutter, or downspout.

is deleted and replaced by the following:

Roofing system means any type of roofing surface, skylight, tubular skylight or similar device, underlayment, vent, flashing, ridge, valley, accessory, or trim. Roofing surface includes but is not limited to shingles, shakes, tiles, slates, panels, sheets, rolled materials, any built-up surface, paint, or any other coating that may be applied to the roofing surface components. Roofing system does not include any gutter, downspout, soffit, fascia, or eave.

Paragraph B.3. is deleted.

Paragraph B.4. is deleted and replaced by the following:

4. **We** will not pay for any damage caused by hail to any metal roofing surface or any metal components of a roofing system unless such metal roofing surface or metal component of a roofing system:
 - a. will no longer prevent water from entering the building; or
 - b. must be removed in order to repair or replace the roofing surface.

When this **endorsement** amends a Homeowners Form, Manufactured Homeowners Form, Condominium Unit-Owners Form, or Renters Form, paragraph D.2.c.(3) (paragraph B.2.c.(3) for Condominium Unit-Owners Form and paragraph 2.c.(3) for Renters Form) is deleted and replaced by the following:

- (3) physical audio and video media; or

When this **endorsement** amends a Homeowners Form, Condominium Unit-Owners Form, or Manufactured Homeowners Form, the following paragraph is deleted:

Loss Settlement For All Covered Property:

1. **We** will not pay to refinish, repair, or replace any undamaged property that does not match new materials used to refinish, repair, or replace damaged property. However, this will not apply if **we** determine that **we** can not make a reasonable match.

and is replaced by the following:

Loss Settlement For All Covered Property:

1. **We** will not pay to refinish, repair, or replace any undamaged property that does not match new

materials used to refinish, repair, or replace damaged property.

SECTION II - EXCLUSIONS

Aggression is deleted and replaced by the following:
Aggression.

This includes any aggressive activity, harassment, or bullying by any **insured**, by any means.

When this **endorsement** amends a Homeowners Form, Condominium Unit-Owners Form, or Renters Form, paragraph A.15.c.(5) Motor- Or Engine-Propelled Land Vehicle is deleted and replaced by the following:

- (5) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**; or

When this **endorsement** amends a Manufactured Homeowners Form, paragraph A.16.c.(5) Motor- Or Engine-Propelled Land Vehicle is deleted and replaced by the following:

- (5) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**; or

SECTION II – ADDITIONAL COVERAGE

Paragraph 1.d., Claim And Defense Expenses is deleted and replaced by the following:

- d. prejudgment interest awarded against any **insured** on the part of the judgment that **we** are obligated to pay. However, **we** will not pay any such interest which accrues after such time that **we** make an offer to pay **our limit**, including when that offer to

pay is an offer to settle a claim in return for a release; and

Emergency First Aid is deleted.

SECTION II - CONDITIONS

Paragraph 3.g., Duties is deleted and replaced by the following:

- g. not assume any liability, incur any expense, or make any payment related to an **occurrence**;

GENERAL CONDITIONS

Assignment is deleted and replaced by the following:
Assignment.

Any assignment of any interest in this policy, without **our** written consent is expressly prohibited. This includes, but is not limited to, the assignment of any right, benefit, interest, obligation, or claim under this policy, whether in whole or in part, pre-loss or post-loss.

The following Condition is added for all policy types:
Cancellation.

- a. **You** may cancel this policy at any time by returning it to **us** or advising **us** of the current or future date when it should be cancelled. Any premium refund due **you** will be issued within 30 days of the date **we** receive notice of cancellation.
- b. **We** may cancel this policy by notifying the named **insured** shown in the **Declarations** in writing of the date cancellation takes effect. The cancellation notice may be delivered or mailed to the named **insured's** last address known to **us**. This notice will include the actual reasons for cancellation. Delivery of this notice will be subject to the laws of the state of Colorado. Like notice will also be delivered or mailed to any person or entity listed in

the policy as having a right to such notice. If **we** cancel this policy, any premium refund due **you** will be issued within 5 business days of the date cancellation takes effect. Cancellation by **us** may only be for the following reasons:

- (1) When **you** have not paid the premium, whether payable to **us** or to **our** agent or under any finance or credit plan, **we** may cancel at any time by notifying the named **insured** shown in the **Declarations** at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason other than nonpayment by notifying the named **insured** shown in the **Declarations** at least 60 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel if:
 - (a) there has been a material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the policy; or
 - (b) the risk has changed substantially since the policy was issued, unless **we** could

have reasonably foreseen the change or contemplated the risk in writing the policy.

We may do this by notifying the named **insured** shown in the **Declarations** at least 60 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, **we** may cancel for any reason at anniversary by notifying the named **insured** shown in the **Declarations** at least 60 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

The following Condition is added for all policy types:
Nonrenewal.

We may elect not to renew this policy. If **we** elect not to renew, **we** will provide written notice to the named **insured** shown in the **Declarations** at least 60 days before the expiration date of this policy. The nonrenewal notice may be delivered or mailed to the

All other terms remain unchanged.

named **insured's** last address known to **us**. This notice will include the actual reasons for nonrenewal. Delivery of this notice will be subject to the laws of the state of Colorado. Like notice will also be delivered or mailed to any person or entity listed in the policy as having a right to such notice.

The following paragraph is added to the Policy Period, Renewal, Premiums, And Changes Condition for all policy types:

Included with the premium **you** pay for insurance coverage, **we** may include additional non-insurance products or services that are available to **you**. These products or services may be provided by **us** or by an outside organization. **We** do not warrant the merchantability, fitness, value, or condition of the non-insurance products or services that are provided by an outside organization.