

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a "covered auto" you own is of the "private passenger type", and this policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the **Cancellation** Common Policy Condition is replaced by the following:

ENDING THIS POLICY

1. Cancellation

- a.** You may cancel the policy by mailing or delivering to us advance written notice of cancellation.
- b.** We may cancel this policy by mailing you notice of cancellation. If we cancel for non-payment of premium, we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days written notice.
- c.** When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel Liability Coverage and Personal Injury Protection only for one or more of the following reasons:
 - (1)** Nonpayment of premium.
 - (2)** Fraudulent misrepresentation in obtaining this policy.
 - (3)** The insured violates any terms or conditions of the policy.

- (4)** You or any other operator who either resides in the same household or customarily operates a "covered auto":
 - (a)** Has had his or her driver's license suspended or revoked during the policy period.
 - (b)** Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate stating that he or she can operate a motor vehicle safely.
 - (c)** Has been convicted during the policy period or 36 months before it, for:
 - (i)** Any felony, or
 - (ii)** Criminal negligence resulting in death, homicide or assault, arising from the operation of a motor vehicle, or
 - (iii)** Driving a motor vehicle while intoxicated or under the influence of drugs, or
 - (iv)** Leaving the scene of an accident without stopping to report, or
 - (v)** Theft of a motor vehicle, or
 - (vi)** Making false statements when applying for a driver's license, or

(vii) A third moving violation, committed within a period of 18 months of:

- i. Any regulation limiting the speed of motor vehicles, or
- ii. Any of the provisions in the motor vehicle laws of any state, the violation of which constitutes a misdemeanor or traffic infraction, or
- iii. Any ordinance traffic infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitions of the same offense or were different offenses.

(5) We replace this policy with another one providing similar coverages and the same limits for the "covered auto". The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

- d. Renewal or continuation of this policy does not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation.
- e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.
- f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

2. Nonrenewal

- a. If we decide not to renew or continue this policy we will mail you written notice at least 30 days before the end of the policy period.

b. We may not renew or continue this policy only for one or more of the following reasons:

- (1) When we are required or have been permitted by the Commissioner of Insurance, in writing, to reduce premium volume in order to preserve our financial integrity.
 - (2) When we cease to transact such business in this state.
 - (3) When we are able to show competent medical evidence that the insured has a physical or mental disablement that impairs his or her ability to drive in a safe and reasonable manner.
 - (4) When unfavorable underwriting factors, pertinent to the risk, are existent, and of a substantial nature, which could not have reasonably been ascertained by us at the initial issuance or the last renewal of the policy.
 - (5) When the policy has been continuously in effect for a period of 5 years, provided that such 5 year period shall begin at the first anniversary date following the policy effective date.
 - (6) When any of the reasons specified as reasons for cancellation are existent.
- c. If we offer to renew or continue this policy and you do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
 - d. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing Of Notices

We will mail any notice of cancellation or nonrenewal by certified or registered mail or United States post office certificate of mailing to your last mailing address known to us. Proof of mailing will be sufficient proof of notice.

- B. For all policies not described in Paragraph A. above, the **Cancellation** Common Policy Condition is replaced by the following:

ENDING THIS POLICY

1. Cancellation

- a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b. We may cancel this policy by mailing you written notice of cancellation, stating our reasons for cancellation. If we cancel for nonpayment of premium we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days notice.
- c. When this policy is in effect for 90 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.
 - (2) This policy was issued because of material misrepresentation.
 - (3) Any insured violated any of the material terms and conditions of this policy.
 - (4) Unfavorable underwriting factors, specific to the insured, 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.
 - (6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

- d. The effective date of cancellation stated in the notice shall become the end of the policy period.
- e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

2. Nonrenewal

- a. If we decide not to renew or continue this policy, we will mail you written notice at least 60 days before the end of the policy period stating the reasons for nonrenewal. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. If we fail to mail proper notice and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed by certified or registered mail or United States post office certificate of mailing to the first named insured's last mailing address known to us. Proof of mailing of any notice will be sufficient proof of notice.

4. Notice To Director Of Vehicles

If you are a Vehicle Dealer or Mobile Home Dealer, the following provision applies:

If the policy is cancelled, we will notify the Director of Vehicles 30 days before the effective date of cancellation.

- C. Condition **10. When We Do Not Renew** of **Section IV – Conditions** does not apply.