

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI 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, partnership or limited liability company 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 does not apply to that "auto". The following Condition applies instead:
- 1.** The Cancellation Common Policy Condition is replaced by the following:  
**Ending This Policy**
    - a. Cancellation**
      - (1)** You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
      - (2)** If this policy has been in effect for 60 days or less and is not a renewal or continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days notice.
      - (3)** When this policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
        - (a)** Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.
    - (b)** If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 30 days notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a "covered auto" during a period of suspension or revocation.
    - (c)** If you are an individual, 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 canceled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

- (4) If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:
- (a) We will compute return premium pro rata and round to the next higher whole dollar when this policy is:
    - (i) Cancelled by us or at our request;
    - (ii) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
    - (iii) Cancelled but rewritten with us or in our company group; or
    - (iv) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
  - (b) When this policy is cancelled at your request (except when Paragraph (a)(ii), (a)(iii) or (a)(iv) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.  
  
The refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- (5) The effective date of cancellation stated in the notice shall become the end of the policy period.
- (6) Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.

## **b. Nonrenewal**

- (1) If we decide not to renew or continue this policy, we will mail you notice at least 30 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. 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.
- (2) If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this policy will end on the effective date of any similar coverages provided by the other insurance.
- (3) Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.

## **2. Mailing Of Notices**

Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.

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

**B.** For all other circumstances not described in Paragraph **A.** above:

- 1. Paragraphs **2.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:
  - 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
    - (3) We become insolvent; or,
    - (4) We involuntarily lose reinsurance for this policy;
  - c. 60 days before the effective date of cancellation if we cancel for any other reason.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:
    - (1) Cancelled by us or at our request;
    - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
    - (3) Cancelled but rewritten with us or in our company group; or
    - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
  - b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
- The refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
2. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:
- When We Do Not Renew**
- 1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
  - 2. If notice is mailed, proof of mailing will be sufficient proof of notice.