

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

## **MISSOURI CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.
- B.** With respect to the:
- Commercial General Liability Coverage Part
  - Commercial Property – Legal Liability Coverage Form **CP 00 40**
  - Commercial Property – Mortgageholders Errors And Omissions Coverage Form **CP 00 70**
  - Crime And Fidelity Coverage Part
  - Employment-Related Practices Liability Coverage Part
  - Equipment Breakdown Coverage Part
  - Farm Liability Coverage Form
  - Liquor Liability Coverage Part
  - Pollution Liability Coverage Part
  - Products/Completed Operations Liability Coverage Part
  - Medical Professional Liability Coverage Part;

the following **Cancellation** and **Nonrenewal** Provisions apply:

Paragraph 2. of the **Cancellation** Common Policy Condition is 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.

#### **Nonrenewal**

The following is added and supersedes any provision to the contrary:

- a. 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 60 days prior to the effective date of the nonrenewal.
  - b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C.** With respect to the:
- Capital Assets Program (Output Policy) Coverage Part
- Commercial Inland Marine Coverage Part
- Commercial Property Coverage Part
- Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form
- Farm – Livestock Coverage Form
- Farm – Mobile Agricultural Machinery And Equipment Coverage Form;
- Paragraphs 1., 2., 3., 4. and 6. of the **Cancellation** Common Policy Condition are replaced by the following:

#### **Cancellation, Nonrenewal And Decreases In Coverage**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
  - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

#### **4. Notice of:**

- a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. Any other action will state the effective date of that action.
- 6.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- D.** With respect to all Coverage Parts addressed in this endorsement, Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
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 (or 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part), 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 (or less than 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part) if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.