

IOWA
AMENDATORY ENDORSEMENT

This endorsement, effective _____ forms part of

policy no.: _____ issued to

by:

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION AND NONRENEWAL

- A. The cancellation policy condition is replaced by the following:
1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.
 - 2a. The Insurer may cancel this policy by mailing or delivering to the First Named Insured and any loss payee, written notice of cancellation at least:
 - (1) 30 days before the effective date of cancellation if the Insurer cancels due to loss of reinsurance coverage; or
 - (2) 10 days before the effective date of cancellation if the Insurer cancels for any other reason.
 - 2b. If this policy is a new policy and has been in effect for less than 60 days, the Insurer may cancel for:
 - (1) loss of reinsurance subject to 2d. below; or
 - (2) any other reason.
 - 2c. If this policy has been in effect for 60 days or more, or is a renewal of a policy the Insurer issued, the Insurer may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with the knowledge of the First Named Insured or Other Insured(s) in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by the First Named Insured or Other Insured(s) that substantially change or increase the risk insured;
 - (4) Determination by the commissioner that the continuation of the policy would jeopardize the Insurer's solvency or would place the Insurer in violation of the laws of this or any other state;
 - (5) The First Named Insured or Other Insured(s) has acted in a manner which he or she knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to 2d. below.

- 2d. The Insurer may cancel due to loss of reinsurance which provides coverage to the Insurer for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.
3. The Insurer will mail or deliver the notice of cancellation to the First Named Insured's and any loss payee's last mailing address known to the Insurer.
4. Notice of cancellation will state:
 - (1) The reason for cancellation; and
 - (2) The effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, the Insurer will send the First Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

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

NONRENEWAL

1. If the Insurer decides not to renew this policy, the Insurer will mail or deliver written notice of nonrenewal to the First Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
 - a. The Insurer has offered to issue a renewal policy; or
 - b. The First Named Insured has failed to pay a premium due to any advance premium required for renewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

All other terms, conditions and exclusions remain unchanged.

AUTHORIZED REPRESENTATIVE