

ALASKA
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/NONRENEWAL

In consideration of the premium charged, it is understood and agreed that the cancellation provision of this policy is amended as follows:

A) Unless cancellation is for a reason set forth in B) or C) below, the Insurer may cancel this policy by giving the named Insured and the agent or broker of record written notice of cancellation at least sixty (60) days before the effective date of cancellation.

B) If cancellation is for:

- 1) nonpayment of premium; or
- 2) refusal of the Insured to provide the information necessary to confirm exposure or determine the policy premium,

written notice of cancellation will be mailed to the Insured and to the agent or broker of record at least twenty (20) days before the effective date of cancellation.

C) If cancellation is for:

- 1) conviction of the Insured or Other Insured(s) of a crime having as one of its necessary elements an act increasing a hazard insured against; or
- 2) discovery of fraud or material misrepresentation made by the Insured or Other Insured(s) or a representative of same in obtaining the insurance or by the Insured or Other Insured(s) in pursuing a claim under the policy,

written notice of cancellation will be mailed to the named Insured and to the agent or broker of record at least ten (10) days before the effective date of cancellation.

D) Nonrenewal - If the Insurer decides not to renew this policy, the Insurer will mail a written notice to the named Insured at least forty-five (45) days before the end of the policy period, or of the anniversary date, if the policy term is longer than one (1) year or has no expiration date. This section does not apply:

- 1) if the Insurer has in good faith shown a willingness to renew; or

- 2) the Insured has:
 - a) failed to pay the premium for the expiring policy; or
 - b) failed to pay the premium as required for renewal.

If the Insurer has not given advance notice of nonrenewal, the Insured will be granted renewal coverage until the Insurer gives forty-five (45) days notice of nonrenewal.

Notices of cancellation or nonrenewal will include a statement specifying the reasons for cancellation or nonrenewal. The Insurer will mail notice of cancellation or nonrenewal by first class mail to the Insured's last known address; and obtain a certificate of mailing from the U.S. Postal Service.

E) Premium or Coverage Changes Upon Renewal

The Insurer will provide written notice to Insured and to the agent or broker of record at least forty-five (45) days before expiration of the policy if:

- 1) the renewal premium is increased more than 10% for a reason other than an increase in coverage or exposure base; or
- 2) after renewal there will be a material restriction or reduction in coverage not specifically requested by the Insured.

F) Unearned Premium Refund Cancellation Fees

- 1) If the Insurer cancels this policy, the Insurer shall refund the unearned premium paid to the Insured or premium finance company before the effective date of cancellation. An unearned premium shall be returned or credited within 45 days after notice of cancellation is given, if cancellation is for:
 - a) nonpayment of premium, including nonpayment of additional premiums, calculated in accordance with the current rating manual of the insurer, justified by a physical change in the insured property, a change in its occupancy or use, or a change in payroll, receipts, values or other exposure units;
 - b) conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
 - c) discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy;
 - d) failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium;
 - e) the driver's license or motor vehicle registration of either the named insured or of an operator who resides in the same household as the named insured or who customarily operates a motor vehicle

insured under the policy has been under suspension or revocation during the policy period or, if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date.

- 2) If the Insured cancels this policy, the Insurer shall return any unearned premium paid to the Insured or premium finance company, less a cancellation fee of 7.5 percent of the unearned premium. However we will not retain this cancellation fee if this policy is cancelled:
- a) and rewritten with us or in our company group; or
 - b) at our request; or
 - c) because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or
 - d) after the first year for a prepaid policy written for a term of more than one year.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE