

FORMS – IMPLEMENTATION

JULY 2, 2024

COMMERCIAL LINES

LI-CL-2024-051

IOWA REVISED AND INTRODUCED CANCELLATION ENDORSEMENTS FILED AND TO BE IMPLEMENTED

KEY MESSAGE

We are announcing the filing and implementation of a Commercial Lines forms filing in response to 2024 Iowa Acts ____ (former H.F. 2490).

Effective Date: 1/1/2025

Filing ID: [CL-2024-OCAN1](#)

BACKGROUND

In circular [LI-CL-2024-038](#), we informed you that we were reviewing 2024 Iowa Acts ____ (former H.F. 2490), effective January 1, 2025.

ISO ACTION

In response to 2024 Iowa Acts ____ (former H.F. 2490), we have:

- Introduced endorsements, applicable to a county mutual insurance association or a state mutual insurance association as established under Iowa state law, in various commercial lines of business to provide that notice of nonrenewal will be mailed at least sixty days before the expiration date of the policy.
- Revised Iowa Changes Endorsement AG 01 17 to remove cancellation and nonrenewal provisions and reintroduce them in a separate endorsement.
- Filed these revisions with the Insurance Department under ISO Filing Designation Number CL-2024-OCAN1.

Refer to the attached explanatory material for complete details about the filing.

For more information on the status of filings in a particular state, including filed and approved documents, associated circulars and links to Print Ready Manuals and Commercial Lines Manual, please feel free to access our [Filings](#) feature within the ISOnet Circulars product.

INSURANCE DEPARTMENT ACTION

We have received all necessary approvals or acknowledgments, as required by jurisdiction laws and regulations, from the Insurance Department.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies written on or after January 1, 2025.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number [CL-2024-OCAN1](#) and SERFF Tracking Number [ISOF-G134145742](#), not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- A new edition date of existing form numbers is being introduced.
- A new form is being introduced.

POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2024-016](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 1-25 (or the earliest possible subsequent date), along with any new and/or revised forms.

RELATED RULES REVISION

We are announcing in a separate circular the filing and implementation of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

REFERENCE(S)

- [LI-CL-2024-052](#) (07/02/2024) Iowa Revised State Exceptions Filed And To Be Implemented
- [LI-CL-2024-038](#) (05/20/2024) Iowa Former H.F. 2490 Regarding Notice For Renewal Or Nonrenewal Provisions Under Review
- [LI-CL-2024-016](#) (03/12/2024) Commercial Lines Revised Lead Time Requirements Listing

ATTACHMENT(S)Filing CL-2024-OCAN1

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Now, as in the past, all of our products and services are advisory, and are made available for optional use by participating insurers as a matter of individual choice. Your company must decide for itself which, if any, ISO products or services are needed or useful to its operation and how those selected for use should be applied. We urge that you be guided by the advice of your attorneys on the legal requirements.

CONTACT INFORMATION

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- Other issues for this circular, please contact Customer Support:

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Phone: 800-888-4476

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Iowa Commercial Lines Endorsements Introduced and Revised

Applicable Lines of Business

This filing applies to the following lines of business:

- ◆ Agricultural Capital Assets (Output Policy)
- ◆ Businessowners
- ◆ Capital Assets Program (Output Policy)
- ◆ Commercial Fire and Allied Lines
- ◆ Commercial Inland Marine
- ◆ Equipment Breakdown
- ◆ Farm

About This Filing

This filing introduces and revises various Commercial Lines endorsements in response to 2024 Iowa Acts ____ (former H.F. 2490), which becomes effective January 1, 2025.

Revised Form

We are revising **AG 01 17 09 07**, Iowa Changes. We have used a format of ~~striking-through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the 09 07 edition to the 01 25 edition. Concurrent with implementation, the 01 25 edition will supersede the 09 07 edition.

New Forms

We are introducing the following forms:

- ◆ **AG 01 83 01 25**, Iowa Changes – Cancellation And Nonrenewal
- ◆ **AG 01 84 01 25**, Iowa Changes – Cancellation And Nonrenewal
- ◆ **BP 02 13 01 25**, Iowa Changes – Cancellation And Nonrenewal

- ◆ **BP 40 05 01 25**, Iowa Changes – Cancellation And Nonrenewal – Micro-Businessowners
- ◆ **IL 02 71 01 25**, Iowa Changes – Cancellation And Nonrenewal

Related Filing(s)

- ◆ CL-2024-OCAN2 (Rules)

Background

2024 Iowa Acts ____ (former H.F. 2490), effective January 1, 2025, amends:

- ◆ IOWA CODE § 518.23, subsection 3, to provide, in part, "A notice of intention not to renew is not effective unless mailed or delivered by the insurer to the named insured at least ~~thirty~~ sixty days prior to the expiration date of the policy."
- ◆ IOWA CODE. § 518A.29, subsection 3, to provide, in part, "A notice of intention not to renew is not effective unless mailed or delivered by the insurer to the named insured at least ~~thirty~~ sixty days prior to the expiration date of the policy."

Currently, endorsements for the lines of business listed in this explanatory memorandum provide that notice of nonrenewal will be mailed at least forty-five days before the expiration date of the policy.

Explanation of Changes

In response to 2024 Iowa Acts ____ (former H.F. 2490), we are introducing endorsements, applicable to a county mutual insurance association or a state mutual insurance association as established under Iowa state law, in various commercial lines of business to provide that notice of nonrenewal will be mailed at least sixty days before the expiration of the policy.

Additionally, to accommodate these changes, we are revising Iowa Changes Endorsement **AG 01 17** to remove the cancellation and nonrenewal provisions and reintroduce them in a separate endorsement.

Additionally, we are making editorial changes for greater consistency with ISO uniformity standards.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

- A.** The **Intentional Loss** Exclusion is replaced by the following:

Intentional Loss

We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

This exclusion does not apply, with respect to loss or damage to Covered Property caused by fire, to an insured who does not commit or conspire to commit any act that results in loss or damage by fire.

- B.** The **Neglect** Exclusion is replaced by the following:

Neglect

Neglect, meaning neglect of an insured to use all reasonable means to save and preserve property at and after the time of a loss.

- C.** The ~~Cancellation~~ Common Policy Condition is replaced by the following:

CANCELLATION

- ~~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. Cancellation Requirements**
- ~~a. We 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 we cancel due to loss of reinsurance coverage;~~
- ~~(2) 10 days before the effective date of cancellation if we cancel for any other reason.~~

- ~~b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:~~

~~(1) Loss of reinsurance, subject to Paragraph d. below; or~~

~~(2) Any other reason.~~

- ~~c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:~~

~~(1) Nonpayment of premium;~~

~~(2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;~~

~~(3) Acts or omissions by you that substantially change or increase the risk insured;~~

~~(4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;~~

~~(5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or~~

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

~~d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.~~

~~3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.~~

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- ~~4. Notice of cancellation will state:

 - ~~a. The reason for cancellation; and~~
 - ~~b. The effective date of cancellation. The policy period will end on that date.~~~~
- ~~5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, 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 we have 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.~~

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

NONRENEWAL

- ~~1. If we decide not to renew this policy, we 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. We have offered to issue a renewal policy; or~~
 - ~~b. You have failed to pay a premium due or any advance premium required by us for renewal.~~~~
- ~~2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.~~

EC. The following is added:

STANDARD FIRE POLICY PROVISIONS

The provisions of the Standard Fire Policy are stated below. State law requires that they be attached to all policies. If any conditions of this form are construed to be more liberal than any other policy conditions relating to the perils of fire, lightning or removal, the conditions of this form will apply.

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO, AND OF THE PREMIUM SPECIFIED in the Declarations or in endorsements made a part hereof, this Company, for the term of *years specified in the Declarations* from *inception date shown in the Declarations* At Noon (Standard Time) to *expiration date shown in the Declarations* At Noon (Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified in the Declarations, does insure *the Insured named in the Declarations* and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described in the Declarations while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

- | | |
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| <ol style="list-style-type: none"> 1 Concealment, 2 fraud. 3 4 terial fact or circumstance concerning this insurance or the 5 subject thereof, or the interest of an insured therein, or in case 6 of any fraud or false swearing by an insured relating thereto. 7 Uninsurable 8 and 9 excepted property. 10 | <p>This entire policy shall be void if, whether before or after a loss, an insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of an insured therein, or in case of any fraud or false swearing by an insured relating thereto.</p> <p>This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.</p> |
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11 **Perils not** This Company shall not be liable for loss by
12 **included.** fire or other perils insured against in this
13 policy caused, directly or indirectly, by: (a)
14 enemy attack by armed forces, including action taken by mili-
15 tary, naval or air forces in resisting an actual or an immediately
16 impending enemy attack; (b) invasion; (c) insurrection; (d)
17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)
18 order of any civil authority except acts of destruction at the time
19 of and for the purpose of preventing the spread of fire, provided
20 that such fire did not originate from any of the perils excluded
21 by this policy; (i) neglect of an insured to use all reasonable
22 means to save and preserve the property at and after a loss, or
23 when the property is endangered by fire in neighboring prem-
24 ises; (j) nor shall this Company be liable for loss by theft.
25 **Other Insurance.** Other insurance may be prohibited or the
26 amount of insurance may be limited by en-
27 dorsement attached hereto.
28 **Conditions suspending or restricting insurance. Unless other-**
29 **wise provided in writing added hereto this Company shall not**
30 **be liable for loss occurring under any of the following circumstances:**
31 (a) while the hazard is created or increased by any means within the con-
32 trol or knowledge of an insured.
33 (b) while a described building, whether intended for occupancy
34 by owner or tenant, is vacant or unoccupied beyond a period of
35 sixty consecutive days.
36 (c) as a result of explosion or riot, unless fire ensue, and in
37 that event for loss by fire only.
38 **Other perils** Any other peril to be insured against or sub-
39 **or subjects.** ject of insurance to be covered in this policy
40 shall be by endorsement in writing hereon or
41 added hereto.
42 **Added provisions.** The extent of the application of insurance
43 under this policy and of the contribution to
44 be made by this Company in case of loss, and any other pro-
45 vision or agreement not inconsistent with the provisions of this
46 policy, may be provided for in writing added hereto, but no pro-
47 vision may be waived except such as by the terms of this policy
48 is subject to change.
49 **Waiver** No permission affecting this insurance shall
50 **provisions.** exist, or waiver of any provision be valid,
51 unless granted herein or expressed in writing
52 added hereto. No provision, stipulation or forfeiture shall be
53 held to be waived by any requirement or proceeding on the part
54 of this Company relating to appraisal or to any examination
55 provided for herein.
56 **Cancellation** This policy shall be cancelled at any time
57 **of policy.** at the request of the insured, in which case
58 this Company shall, upon demand and sur-

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59 render of this policy, refund the excess of paid premium above
60 the customary short rates for the expired time. This pol-
61 icy may be cancelled at any time by this Company by giving
62 to the insured a five days' written notice of cancellation with
63 or without tender of the excess of paid premium above the pro
64 rata premium for the expired time, which excess, if not ten-
65 dered, shall be refunded on demand. Notice of cancellation shall
66 state that excess premium (if not tendered) will be re-
67 funded on demand.

68 **Mortgagee**
69 **interests and**
70 **obligations.**

If loss hereunder is made payable, in whole
or in part, to a designated mortgagee not
named herein as the insured, such interest in
this policy may be cancelled by giving to such
mortgagee a ten days' written notice of can-

73 cellation.

74 If the insured fails to render proof of loss such mortgagee, upon
75 notice, shall render proof of loss in the form herein specified
76 within sixty (60) days thereafter and shall be subject to the pro-
77 visions hereof relating to appraisal and time of payment and of
78 bringing suit. If this Company shall claim that no liability ex-
79 isted as to the mortgagor or owner, it shall, to the extent of pay-
80 ment of loss to the mortgagee, be subrogated to all the mort-
81 gagee's rights of recovery, but without impairing mortgagee's
82 right to sue; or it may pay off the mortgage debt and require
83 an assignment thereof and of the mortgage. Other provisions
84 relating to the interests and obligations of such mortgagee may
85 be added hereto by agreement in writing.

86 **Pro rata liability.**

This Company shall not be liable for a greater
proportion of any loss than the amount

87 hereby insured shall bear to the whole insurance covering the
88 property against the peril involved, whether collectible or not.

90 **Requirements in**
91 **case loss occurs.**

The insured shall give immediate written
notice to this Company of any loss, protect
the property from further damage, forthwith

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93 separate the damaged and undamaged personal property, put
 94 it in the best possible order, furnish a complete inventory of
 95 the destroyed, damaged and undamaged property, showing in
 96 detail quantities, costs, actual cash value and amount of loss
 97 claimed; **and within sixty days after the loss, unless such time**
 98 **is extended in writing by this Company, the insured shall render**
 99 **to this Company a proof of loss**, signed and sworn to by the
 100 insured, stating the knowledge and belief of the insured as to
 101 the following: the time and origin of the loss, the interest of the
 102 insured and of all others in the property, the actual cash value of
 103 each item thereof and the amount of loss thereto, all encum-
 104 brances thereon, all other contracts of insurance, whether valid
 105 or not, covering any of said property, any changes in the title,
 106 use, occupation, location, possession or exposures of said prop-
 107 erty since the issuing of this policy, by whom and for what
 108 purpose any building herein described and the several parts
 109 thereof were occupied at the time of loss and whether or not it
 110 then stood on leased ground, and shall furnish a copy of all the
 111 descriptions and schedules in all policies and, if required, verified
 112 plans and specifications of any building, fixtures or machinery
 113 destroyed or damaged. The insured, as often as may be reason-
 114 ably required, shall exhibit to any person designated by the
 115 Company all that remains of any property herein described, and
 116 submit to examinations under oath by any person named by this
 117 Company, and subscribe the same; and, as often as may be
 118 reasonably required, shall produce for examination all books of
 119 accounts, bills, invoices and other vouchers, or certified copies
 120 thereof if originals be lost, at such reasonable time and place as
 121 may be designated by this Company or its representative, and
 122 shall permit extracts and copies thereof to be made.

123 **Appraisal.** In case the insured and this Company shall
 124 fail to agree as to the actual cash value or
 125 the amount of loss, then, on the written demand of either, each
 126 shall select a competent and disinterested appraiser and notify
 127 the other of the appraiser selected within twenty days of such
 128 demand. The appraisers shall first select a competent and dis-
 129 interested umpire; and failing for fifteen days to agree upon
 130 such umpire, then, on request of the insured or this Company,
 131 such umpire shall be selected by a judge of a court of record in
 132 the state in which the property covered is located. The ap-
 133 praisers shall then appraise the loss, stating separately actual
 134 cash value and loss to each item; and, failing to agree, shall
 135 submit their differences, only, to the umpire. An award in writ-
 136 ing, so itemized, of any two when filed with this Company shall
 137 determine the amount of actual cash value and loss. Each
 138 appraiser shall be paid by the party selecting him and the ex-
 139 penses of appraisal and umpire shall be paid by the parties
 140 equally.

141 **Company's** It shall be optional with this Company to
 142 **options.** take all, or any part, of the property at the
 143 agreed or appraised value, and also to re-
 144 pair, rebuild or replace the property destroyed or damaged with
 145 other of like kind and quality within a reasonable time, on giv-
 146 ing notice of its intention so to do within thirty days after the
 147 receipt of the proof of loss herein required.

148 **Abandonment.** There can be no abandonment to this Com-
 149 pany of any property.

150 **When loss** The amount of a loss for which this Company
151 **payable.** may be liable shall be payable sixty days
152 after proof of loss, as herein provided, is
153 received by this Company and ascertainment of the loss is made
154 either by agreement between the insured and this Company ex-
155 pressed in writing or by the filing with this Company of an
156 award as herein provided.
157 **Suit.** No suit or action on this policy for the recov-
158 ery of any claim shall be sustainable in any
159 court of law or equity unless all the requirements of this policy
160 shall have been complied with, and unless commenced within
161 twelve months next after inception of the loss.
162 **Subrogation.** This Company may require from the insured
163 an assignment of all right of recovery against
164 any party for loss to the extent that payment therefor is made
165 by this Company.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

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. Cancellation Requirements

a. We 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 we cancel due to loss of reinsurance coverage;

(2) 10 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

(1) Loss of reinsurance, subject to Paragraph d. below; or

(2) Any other reason.

c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by you that substantially change or increase the risk insured;

(4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

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

d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

a. The reason for cancellation; and

b. The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, 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 we have 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.

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

Nonrenewal

1. If we decide not to renew this policy, we 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. We have offered to issue a renewal policy; or
 - b. You have failed to pay a premium due or any advance premium required by us for renewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

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 - (2) 10 days before the effective date of cancellation if we cancel for any other reason.
- b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:
- (1) Loss of reinsurance, subject to Paragraph d. below; or
 - (2) Any other reason.
- c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;

- (4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

- (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

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

- d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

- a. The reason for cancellation; and
- b. The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, 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 we have 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.

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

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 60 days before the expiration date of this policy, except if:

a. We have offered to issue a renewal policy;
or

b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section III – Common Policy Conditions is amended as follows:

A. Paragraph A. Cancellation is replaced by the following:

A. Cancellation

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. Cancellation Requirements

- a. We 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 we cancel due to loss of reinsurance coverage;
 - (2) 10 days before the effective date of cancellation if we cancel for any other reason.
- b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:
 - (1) Loss of reinsurance, subject to d. below; or
 - (2) Any other reason.
- c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;

- (4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

- (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

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

- d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

- a. The reason for cancellation; and
- b. The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, 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 we have 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.

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

M. Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 60 days before the expiration date of this policy, except if:
 - a. We have offered to issue a renewal policy; or

b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL – MICRO-BUSINESSOWNERS

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM

Section III – Common Policy Conditions is amended as follows:

A. Paragraph A. Cancellation is replaced by the following:

A. Cancellation

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. Cancellation Requirements

- a. We 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 we cancel due to loss of reinsurance coverage; or
 - (2) 10 days before the effective date of cancellation if we cancel for any other reason.
- b. If this Policy is a new policy and has been in effect for less than 60 days, we may cancel for:
 - (1) Loss of reinsurance, subject to **d.** below; or
 - (2) Any other reason.
- c. If this Policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the Policy, when renewing the Policy, or in presenting a claim under the Policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;

- (4) Determination by the Commissioner that the continuation of the Policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

- (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

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

- d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

- a. The reason for cancellation; and

- b. The effective date of cancellation. The policy period will end on that date.

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, 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 we have 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.

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

M. Nonrenewal

1. If we decide not to renew this Policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 60 days before the expiration date of this Policy, except if:
 - a. We have offered to issue a renewal policy; or

b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART

- A.** The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

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. **Cancellation Requirements**
 - a. We 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 we cancel due to loss of reinsurance coverage;
 - (2) 10 days before the effective date of cancellation if we cancel for any other reason.
 - b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:
 - (1) Loss of reinsurance, subject to **d.** below; or
 - (2) Any other reason.
 - c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;
 - (4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
 - (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or
 - (6) Loss of reinsurance, subject to **d.** below.
 - d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.
3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
4. Notice of cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, 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 we have 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.

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

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 60 days before the expiration date of this policy, except if:

a. We have offered to issue a renewal policy;
or

b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

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