

NEVADA AMENDATORY ENDORSEMENT

The terms of the policy apply except as changed by this **endorsement**.

SECTION I - PROPERTY COVERAGE

The following is added to Coverage D - Loss Of Use:

No deductible applies to this Coverage.

SECTION I - EXCLUSIONS

The Pollution Exclusion is deleted and replaced by the following:

Pollution.

a. This means any actual, alleged, or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry, or migration of any **pollutant** from any source.

b. This includes any cost or expense to:

(1) abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or

(2) in any way respond to, or assess the effects of; any **pollutant** from any source.

SECTION I - ADDITIONAL COVERAGE

The following Additional Coverage is added:

Pollutant Testing.

a. This means the cost for an initial inspection, test, sample, or analysis to determine the presence of any **pollutant** prior to the removal, replacement, or repair of damaged property. This Coverage only applies if **we** confirm that property damage is due to a loss covered under Section I of this policy.

b. This does not mean any cost or expense to:

(1) abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or

(2) in any way respond to, or assess the effects of; any **pollutant**, regardless of whether it was identified by the inspection, test, sample, or analysis.

SECTION I - CONDITIONS

When this policy is a Condominium Unit-Owners Form, the following is added to paragraph g. of the Deductible Condition:

However, **we** will apply a deductible to any loss caused by earthquake, regardless of whether **you** or the

condo association have purchased optional earthquake coverage.

SECTION I - HOW **WE** SETTLE LOSSES

When this endorsement amends a Homeowners Form, a Condominium Unit-Owners Form, or a Manufactured Homeowners Form, the following paragraph is deleted:

Loss Settlement For All Covered Property

1. **We** will not pay to refinish, repair, or replace any undamaged property that does not match new materials used to refinish, repair, or replace damaged property. However, this will not apply if **we** determine that **we** can not make a reasonable match.

and is replaced by the following:

Loss Settlement For All Covered Property

1. **We** will not pay to refinish, repair, or replace any undamaged property that does not match new materials used to refinish, repair, or replace damaged property.

GENERAL CONDITIONS

The following condition is added:

Cancellation.

a. **You** may cancel this policy at any time by returning it to **us** or advising **us** of the current or future date when it should be cancelled. Any premium refund

due **you** will be issued within 30 days of the date **we** receive notice of cancellation.

- b. **We** may cancel this policy by notifying the named **insured** shown in the **Declarations** in writing of the date cancellation takes effect. The cancellation notice may be delivered or mailed to the named **insured's** last address known to **us**. This notice will include the actual reasons for cancellation. Delivery of this notice will be subject to the laws of the state of Nevada. Like notice will also be delivered or mailed to any person or entity listed in the policy as having a right to such notice. If **we** cancel this policy, any premium refund due **you** will be issued within 5 business days of the date cancellation takes effect. Cancellation by **us** may only be for the following reasons:

- (1) When **you** have not paid the premium, whether payable to **us** or to **our** agent or under any finance or credit plan, **we** may cancel at any time by notifying the named **insured** shown in the **Declarations** at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 70 days and is not a renewal with **us**, **we** may cancel for any reason other than nonpayment by notifying the named **insured** shown in the **Declarations** at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 70 days or more, or at any time if it is a renewal with **us**, **we** may cancel for one or more of the following reasons:
 - (a) conviction of the **insured** of a crime arising out of acts increasing the hazard insured against;
 - (b) discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim under the policy;
 - (c) discovery of an act or omission, or a violation of any condition of the policy, which occurred after the first effective date of the current policy and substantially and materially increases the hazard insured against;
 - (d) a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
 - (e) a determination by the commissioner that continuation of **our** present volume of

premiums would jeopardize **our** solvency or be hazardous to the interests of **our** policyholders, **our** creditors or the public; or

- (f) a determination by the commissioner that the continuation of the policy would violate, or place **us** in violation of, any provision of the code.

We may do this by notifying the named **insured** shown in the **Declarations** at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, **we** may cancel for any reason not prohibited by law at anniversary by notifying the named **insured** shown in the **Declarations** at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

The following Condition is added:

Nonrenewal.

We may elect not to renew this policy. If **we** elect not to renew, **we** will provide written notice to the named **insured** shown in the **Declarations** at least 30 days before the expiration date of this policy. The nonrenewal notice may be delivered or mailed to the named **insured's** last address known to **us**. This notice will include the actual reasons for nonrenewal. Delivery of this notice will be subject to the laws of the state of Nevada. Like notice will also be delivered or mailed to any person or entity listed in the policy as having a right to such notice.

The following paragraph is added to the Policy Period, Renewal, Premiums, and Changes Condition:

Included with the premium **you** pay for insurance coverage, **we** may include additional non-insurance products or services that are available to **you**. These products or services may be provided by **us** or by an outside organization. **We** do not warrant the merchantability, fitness, value or condition of the non-insurance products or services that are provided by an outside organization.

All other terms remain unchanged.