

# Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

## Nevada Amendatory Endorsement - H200000 NV 07 14

---

I. In the **General** section of the policy, the following changes are made:

A. The **Cancellation** provision is replaced by the following:

### **Cancellation**

#### **Your Right to Cancel:**

**"You"** may cancel this policy by notifying **"us"** of the future date **"you"** wish to stop coverage.

#### **Our Right to Cancel:**

**"We"** may cancel this policy by mailing notice to **"you"** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 70 days, and is not a renewal with **"us"**, **"we"** may cancel this policy for any reason by giving **"you"** at least 30 days notice before the cancellation takes effect if the cancellation is for any reason other than nonpayment of premium. If the cancellation is for nonpayment of premium, **"we"** will give **"you"** at least 10 days notice.

When this policy has been in effect for 70 days or more, or if it is a renewal with **"us"**, **"we"** may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium; or
- 2) material misrepresentation or fraud when obtaining the policy, or when submitting a claim under the policy; or
- 3) there has been a material change in the nature or extent of the risk **"we"** originally accepted which causes risk of loss to be substantially and materially increased; or
- 4) violation of any of the policy terms or conditions after the first effective date of a current policy, which substantially and materially increases the risk insured against; or
- 5) conviction of an **"insured person"** of a crime arising out of acts increasing the hazard insured against; or
- 6) a determination by the Commissioner of Insurance that the continuation of the policy would violate the Nevada Insurance Code.

If the cancellation is for non-payment of premium, **"we"** will mail **"you"** notice 10 days before the cancellation takes effect. If the cancellation is for any other reasons, **"we"** will mail **"you"** notice at least 30 days before the cancellation takes effect.

**"Our"** mailing the notice of cancellation to **"you"** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **"Your"** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

#### **Our Right Not to Renew or Continue:**

**"We"** have the right not to renew or continue the policy beyond the current premium period. If **"we"** don't intend to renew or continue the policy, **"we"** will mail notice at least 30 days before the end of the premium period.

**"Our"** mailing notice of non-renewal to **"you"** will be deemed to be proof of notice.

B. The following provisions are added:

### **Conditional Reinstatement**

If *"we"* mail a cancellation notice because *"you"* did not pay the required premium when due and *"you"* then tender payment by check, draft, or other remittance which is not honored upon presentation, *"your"* policy will terminate on the date and time shown on the cancellation notice and any notice *"we"* issue which waives the cancellation or reinstates coverage is void. This means that *"we"* will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

### **Payment of Premium**

If *"your"* initial premium payment for the first policy period is by check, draft, credit card or any remittance other than cash, coverage under this policy is conditioned upon that check, draft, credit card or remittance being honored by the bank or other financial institution when it is presented for payment. If the check, draft, credit card, or remittance is not honored, *"we"* may deem this policy void from its inception, as if it was never issued. This means that *"we"* will not be liable under this policy for any claims or damages that would be covered if that check, draft, credit card or remittance had been honored when presented by *"us"* for payment.

*"We"* do not waive any of *"our"* rights if *"we"* process a deposit after the due date so that *"we"* may issue a refund to *"you"* when the policy is cancelled.

If a premium payment made by check draft, credit card or any remittance other than cash, is subsequently not honored or a chargeback is processed, thereby depriving *"us"* of any premium from policy inception, *"we"* may deem this policy void from its inception, as if it was never issued. This means that *"we"* will not be liable under this policy for any claims or damages that would be covered if that check, draft, credit card, or remittance had been honored and not subjected to chargeback or reversal when presented by *"us"* for payment or any time thereafter.

If any installment premium payment *"you"* make is not honored, or a chargeback is processed, thereby depriving *"us"* of premium, *"we"* may, at *"our"* option, cancel this policy and deny coverage. This means that *"we"* will not be liable under the policy for any claims or damages that would be covered if *"your"* payment had been honored and not subjected to chargeback or reversal when presented by *"us"* for payment or any time thereafter.

II. In **Section I Conditions**, the following changes are made:

A. Item 6. Is replaced by the following:

#### **6. Our Settlement of Loss**

*"We"* will settle any covered loss with *"you"* unless some other person or entity is named in the policy. *"We"* will settle within 30 days after the amount of loss is finally determined. This amount may be determined by an agreement between *"you"* and *"us"*, an appraisal award or a court judgment.

All other policy terms and conditions apply.