

AMENDATORY ENDORSEMENT UTAH

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at "your" last address known to "us". Proof of delivery or mailing is sufficient proof of notice.

If this policy has been in effect for less than 60 days, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective.

If this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only at the anniversary date unless:

 - a. the premium has not been paid when due;
 - b. the policy was obtained through fraud, material misrepresentation, or omission of fact which, if known by "us", would have caused "us" not to issue the policy;
 - c. there has been a material change or increase in hazard of the risk. However, this reason does not apply if "we" could reasonably have foreseen or contemplated the change or increase in hazard when "we" issued this policy; or
 - d. an insured has substantially breached the "terms" of this policy.

If "we" cancel this policy for nonpayment of premium after it has been in effect for 60 days or more, "we" will give "you" notice at least ten days before cancellation is effective. If "we" cancel this policy for any other reason after it has been in effect for 60 days or more, "we" will give "you" notice at least 30 days before cancellation is effective. The notice will state the facts on which "our" decision is based or it will inform "you" of "your" right to request this information from "us".

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective. However, notice of nonrenewal is not required if "you" have accepted replacement coverage or "you" have requested or agreed to nonrenewal.

"Your" return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

Renewal -- "We" may renew this policy with "terms" that are less favorable to "you" or at a higher rate. The new "terms" and rate take effect on the renewal date if:

- a. the only change in "terms" less favorable to you is a change made to make this policy conform with state law;
- b. the higher rate is due to a rate increase generally applicable to the class of business to which this policy applies or to a classification change based on the altered nature or extent of the risk insured against; or

- c. "we" have provided written notice of such change to "you" at "your" last address known to "us" at least 30 days before the expiration date or anniversary date of this policy. Proof of delivery or mailing is sufficient proof of notice.

If "we" do not furnish such notice at least 30 days before the expiration date or anniversary date of this policy:

- 1) the new "terms" or higher rate does not take effect until 30 days after notice is given; and

- 2) "you" may cancel the renewal policy within 30 days after notice is given.

The earned premium for any period of coverage will be calculated pro rata based upon the rate applicable to the policy that was renewed.

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