

## POLICY CONDITIONS KANSAS

1. **Assignment** -- This policy and its rights may not be assigned, whether before or after a loss, without "our" written consent. This includes, but is not limited to, any post-loss assignment of the right to any benefit that may be payable after such loss.

2. **Cancellation**

- a. "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.
- b. "We" may cancel this policy by:
- 1) delivering or mailing written notice to "you" at the mailing address shown on the "declarations"; or
  - 2) delivering notice to "you" by electronic means, if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent.

Such notice will state the reason for cancellation. Proof of delivery or mailing is sufficient proof of notice.

- c. If this policy has been in effect for less than 90 days, "we" may cancel for any reason.

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel only for one or more of the following reasons:

- 1) nonpayment of premium;
- 2) the policy was issued because of material misrepresentation;
- 3) any "insured" violated any of the material "terms" and conditions of the policy;
- 4) unfavorable underwriting factors, specific to the "insured", exist that were not present at the inception of the policy;

- 5) a determination by the commissioner that continuation of coverage could place "us" in a hazardous financial condition or in violation of the laws of this state; or
- 6) a determination by the commissioner that "we" no longer have adequate reinsurance to meet "our" needs.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least 10 days before cancellation is effective. If "we" cancel this policy for any reason other than nonpayment of premium, "we" will give "you" notice at least 30 days before cancellation is effective.

- d. "Your" return premium, if any, will be calculated on a pro rata basis and 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.

3. **Change, Modification, Or Waiver Of Policy Terms**

- a. A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
- b. If "we" adopt a revision that broadens coverage under this edition of "our" policy without an additional premium, the broadened coverage will apply to "your" policy as of the date on which "we" adopt the revision in the state in which the "described location" is located.

However:

- 1) this applies only to revisions adopted:
  - a) within 60 days before; or
  - b) during;

- the policy period shown on the "declarations"; and
- 2) this does not apply to revisions adopted as part of an overall program revision that both broadens and restricts coverage, whether "we" bring about the program revision by introducing:
- a) a subsequent edition of "our" policy; or
  - b) an endorsement that amends "our" policy.
- c. "Our" request for an appraisal or examination under oath does not waive policy "terms".
4. **Examination Of Books And Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.
5. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
6. **Nonrenewal** -- "We" may decide not to renew this policy. If "we" do so, "we" will:
- a. deliver or mail written notice to "you" at "your" last address known to "us"; or
  - b. deliver notice to "you" by electronic means, if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent.
- "We" will give "you" such notice at least 60 days before nonrenewal is effective. The notice will state the reason for nonrenewal. Proof of delivery or mailing is sufficient proof of notice.
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