

AMENDATORY ENDORSEMENT KANSAS

1. Under Definitions, "bodily injury" is deleted and replaced by:

"Bodily injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

"Bodily injury" does not mean bodily harm, sickness, disease, or death that arises out of:

- a. a communicable disease;
- b. mental or emotional injury, suffering, or distress that does not result from physical injury; or
- c. the use, sale, manufacture, delivery, transfer, or possession by any person of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs. However, this does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

2. The following is added under Exclusions: The

Umbrella Liability Coverage provided by this policy does not apply to "bodily injury" arising out of the actual, alleged, or threatened sexual molestation of a person, but only if committed by an "insured" or the "insured's" employees or volunteers.

3. Under Conditions, Cancellation and Nonrenewal is deleted and replaced by:

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 the address shown on the "declarations". Such notice may be delivered by electronic means if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent. "Our" notice will state the reasons for cancellation or nonrenewal. Proof of delivery or mailing is sufficient proof of notice.

During the first 90 days this policy is in effect, "we" may cancel for any reason.

If this policy has been in effect 90 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 issued because of a material misrepresentation;
- c. any "insured" violated any of the material "terms" and conditions of the policy;
- d. unfavorable underwriting factors, specific to the "insured", exist that were not present at the inception of the policy;
- e. the Commissioner determines that continuation of coverage could place "us" in a hazardous financial condition or in violation of the laws of this state; or
- f. the Commissioner determines that "we" no longer have adequate reinsurance to meet "our" needs.

"We" will give "you" notice at least ten days before cancellation is effective if "we" cancel this policy for nonpayment of premium. Otherwise, "we" will give "you" notice at least 30 days in advance of cancellation. "We" will give "you" notice at least 60 days in advance of nonrenewal.

"Your" return premium, if any, will be refunded at the time of cancellation or no later than 10 days from the date of notice. Payment or tender of the unearned premium is not a condition of cancellation.

4. Under Conditions, Misrepresentation, Concealment, or Fraud is deleted and replaced by:

Misrepresentation, Concealment, or Fraud -- "We" do not cover a loss if, before or after a loss, "you" have or any other "insured":

- a. has knowingly made, with intent to commit fraud, a written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement containing materially false information that relates to an insurance application, rating, claim, or coverage; or
- b. has concealed, with the purpose of misleading, information concerning any fact material to an insurance application, rating, claim, or coverage.

5. If endorsement UM 0009 is attached to this policy, the Exclusions section of that endorsement is amended by the following addition:

The Personal Umbrella Liability Coverage provided by this endorsement does not apply to "bodily injury" arising out of the actual, alleged, or threatened sexual molestation of a person, but only if committed by an "insured" or the "insured's" employees or volunteers.

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