

AMENDATORY ENDORSEMENT NEBRASKA

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

"Pollutant" means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
- b. electrical or magnetic emissions, whether visible or invisible.

2. 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 mailing written notice to "you" by registered, certified, or first class mail at the address shown on the "declarations". If sent by first class mail, a United States postal certificate of mailing will be sufficient proof of receipt of notice on the third calendar day after the date of the certificate. "Our" notice will state the reasons for cancellation or nonrenewal.

During the first 60 days this policy is in effect, "we" may cancel for any reason.

After 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. this policy was obtained through material misrepresentation;
- c. the risk originally accepted has substantially increased;
- d. "you" have submitted a fraudulent claim;
- e. "you" have violated any of the "terms" and conditions of the policy;
- f. there is certification to the Director of Insurance of "our" loss of reinsurance which provided coverage for all or a substantial part of the underlying risk insured; or
- g. there is determination by the Director of Insurance that the continuation of the policy could place "us" in violation of the insurance laws of this state.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 60 days before cancellation is effective.

If "we" do not renew this policy, "we" will give "you" notice at least 60 days before nonrenewal is effective.

"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.

3. Under Conditions, the following addition amends Misrepresentation, Concealment, or Fraud:

No misrepresentation made by "you" or on "your" behalf in negotiation or application for this policy affects "our" obligations under the policy unless such misrepresentation is material, is made knowingly with intent to deceive, is relied upon by "us", and deceives "us" to "our" injury.

No breach of warranty or condition affects "our" obligations under the policy unless the breach exists at the time of the loss and contributes to the loss.