

## AMENDATORY ENDORSEMENT NEBRASKA

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

"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. the actual, alleged, or threatened sexual molestation of a person;
- c. mental or emotional injury, suffering, or distress that does not result from physical injury;
- d. sexual abuse. Sexual abuse includes physical or mental harassment or assault of a sexual nature;
- e. corporal punishment; or
- f. 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. Under Definitions, "pollutant" is deleted and replaced by the following:

"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.

3. Under Conditions, Cancellation and Nonrenewal 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 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.

If this policy has been in effect for less than 60 days, "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.

4. Under Conditions, Misrepresentation, Concealment, or Fraud is amended to include the following:

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.

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