

COMMERCIAL EXCESS LIABILITY POLICY



Trisura Specialty Insurance Company
Oklahoma Tower
210 Park Avenue, 14th Floor
Oklahoma City, Oklahoma 73102

Underwritten by Trisura Insurance Company

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink, appearing to read "Paul R. Kopyevsky".

Secretary

A handwritten signature in black ink, appearing to be the initials "MIB".

President

HUB Drive Excess Liability Shield

Report a Claim

CLAIMS CALL CENTER

8050 E. Tufts Ave. Suite 600

Denver, CO 80237

(877) 533-1211

Rayleen Wood **Ext. 699**

J. Mayer **Ext. 664**

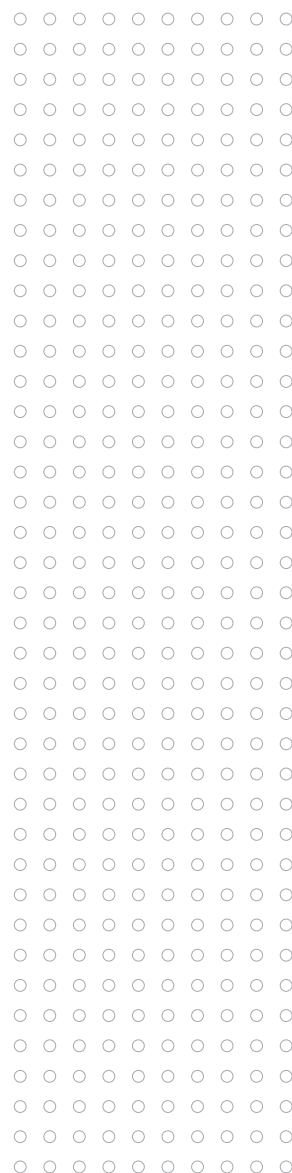
Karen Zapata *Subrogation Supervisor* **Ext. 326**

REPORT A NEW CLAIM OR LOSS

Toll Free: (877) 533-1211 Option 5

networknewloss@networkadjusters.com

NETWORK
ADJUSTERS, INC





**If you have questions regarding coverage or your policy, please
contact Avant Brokerage.**

888-872-7832

EXsubmission@AvantBrokerage.com

POLICY NUMBER:

COMMERCIAL EXCESS LIABILITY

COMMERCIAL EXCESS LIABILITY DECLARATIONS

Company Name:	
Producer Name:	
Named Insured(s):	
Mailing Address:	
Policy Period	
From:	
To:	At 12:01 AM (Standard Time at your mailing address shown above)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

Excess Policy - Limits Of Insurance	
Each Occurrence Limit	\$
Aggregate Limit	\$
Other:	\$

Excess Policy - Premium				
Premium (including premium subject to audit)		\$		
Premium Shown Is Payable:				
At Inception		\$		
At Each Anniversary (If policy period is more than one year and premium is paid in annual installments.)		\$		
Audit Period (If Applicable)	<input type="checkbox"/> Annually	<input type="checkbox"/> Semiannually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly

Endorsements Attached To The Excess Policy	
See Endorsement Trisura EX 00 02 05 21 Listing of Forms, Endorsements and Schedule Numbers	
Schedule Of Controlling Underlying Insurance	
Commercial Auto Liability (Other Than Auto Dealers Liability)	Company:
	Policy Number:
	Policy Period:
	Limits Of Insurance: <div>Each Accident \$</div>
Auto Dealers Liability	Company:
	Policy Number:
	Policy Period:
	Limits Of Insurance: <div>Covered Autos Liability Each Accident \$</div> <div>General Liability Bodily Injury And Property Damage Liability Each Accident \$</div> <div>Personal And Advertising Injury \$ Anyone person or organization</div> <div>Products And Work You Performed Aggregate \$</div> <div>General Liability Aggregate \$</div> <div>Acts, Errors Or Omissions Liability Aggregate \$</div>
Employers Liability	Company:
	Policy Number:
	Policy Period
	Limits Of Insurance: <div>Bodily Injury By Accident Each Accident \$</div> <div>Bodily Injury By Disease Policy Limit \$</div> <div>Bodily Injury By Disease Each Employee \$</div>

General Liability	Type Of Coverage: <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made	
	Company:	
	Policy Number:	
	Policy Period:	
	Limits Of Insurance:	
	Each Occurrence	\$
Personal And Advertising Injury	\$	Any one person or organization
Products-completed Operations		
Aggregate	\$	
General Aggregate	\$	
Other Coverages	Type Of Coverage: <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made	
	Company:	
	Policy Number:	
	Policy Period:	
	Limits Of Insurance:	\$

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
- c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance of this Coverage Part will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and post judgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. Paragraph 5. Cancellation of Section III – Conditions** is replaced by the following:

5. Cancellation

- a.** The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
- b.** We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first-class mail at least:
 - (1)** 10 days before the effective date of cancellation if we cancel for:
 - (a)** Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against; or
 - (b)** Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or
 - (2)** 20 days before the effective date of cancellation if we cancel for:
 - (a)** Nonpayment of premium, or
 - (b)** Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or
 - (3)** 60 days before the effective date of cancellation if we cancel for any other reason.

We will mail our notice to your last known address and the last known address of the agent or broker of record.

- c.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d.** A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.
- e.** If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:
 - (1)** We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:
 - (a)** Nonpayment of premium;
 - (b)** Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
 - (a)** Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy; or
 - (b)** Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium;

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any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

(2) The first Named Insured cancels, the refund:

(a) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:

- (i) And rewritten with us or in our company group;
- (ii) At our request;
- (iii) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or
- (iv) After the first year for a prepaid policy written for a term of more than one year; or

(b) Will be returned or credited:

- (i) By the effective date of cancellation; or
- (ii) Within 45 days of your request to cancel

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first-class mail, to you and the agent or broker of record at least 45 days before:
 - a. The expiration date; or
 - b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.
2. We need not mail notice of nonrenewal if:
 - a. We have manifested in good faith our willingness to renew; or
 - b. The first Named Insured has failed to pay any premium required for this policy; or
 - c. The first Named Insured fails to pay the premium required for renewal of this policy.
3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

NOTICE OF PREMIUM OR COVERAGE CHANGES ON RENEWAL

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or
2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Exclusion **c.** under Paragraph 2. **Exclusions of Section 1- Coverages** is replaced by the following:

Insurance provided under this Coverage Part does not apply to:

2. Exclusions

c. Pollution

- (1) "Injury or damage" which would not have occurred but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

POLICY NUMBER:

COMMERCIAL EXCESS LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES - ATTORNEY'S FEES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Attorney's Fees For A Judgment Of	Additional Premium
\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

In any suit we defend in Alaska, our obligation under Supplementary Payments to pay all costs taxed against the insured is amended by the following:

A. We will pay that portion of the attorney's fees awarded as costs which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Rule of Civil Procedure 82 for a judgment equal to the applicable Limit of Insurance.

B. However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in Paragraph **A.** above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Alaska Rule of Civil Procedure 82 for the judgment amount shown in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES- CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to Paragraph 5.

Cancellation of Section III - Conditions:

**Cancellation Of Policies In Effect For 60 Days
Or More**

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

1. Nonpayment of premium;
2. Your conviction of a crime arising out of acts increasing the hazard insured against;
3. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;
4. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
5. Substantial breach of contractual duties or conditions;
6. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
7. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
8. Acts or omissions by you or your representative which materially increase the

hazard insured against.

If we cancel this Policy based on one or more of the above reason(s), we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if we cancel for any of the other reasons.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

Nonrenewal

1. If we elect not to renew this Policy, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 45 days prior to the expiration of this Policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
 - a. We or a company within the same insurance group has offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or agreed in writing to do so.

4. If written notice of nonrenewal is mailed less than 45 days prior to expiration of this Policy, and neither 3.a. nor 3.b. applies, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous

year's rate.

C. The following is added to **Section III - Conditions:**
Renewal

1. If we elect to renew this Policy and the renewal is subject to any of the following:

- a. Increase in premium;
- b. Change in deductible;
- c. Reduction in limits of insurance; or
- d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the

last mailing address known to us, at least 30 days before the anniversary or expiration date of the Policy.

2. If renewal is subject to any condition described in 1.a. through 1.d. above, and we fail to provide notice 30 days before the anniversary or expiration date of this Policy, the following procedures apply:

- a. The present policy will remain in effect until the earlier of the following:

- (1) 30 days after the date of mailing or delivery of the notice; or
- (2) The effective date of replacement coverage obtained by the first Named Insured.

- b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

- (1) The rates applicable to the terminated policy; or
- (2) The rates presently in effect.

- c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES-CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. Paragraph 5.e. of the Cancellation Provisions of Section III - Conditions is replaced by the following:**
1. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 2. We will refund the pro rata unearned premium if the policy is:
 - a. Cancelled by us or at our request;
 - b. Cancelled but rewritten with us or in our company group;
 - c. Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - d. Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
 3. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in 2.b., c. or d. above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 4. The cancellation will be effective even if we have not made or offered a refund.
- B. The following is added to Paragraph 5. Cancellation of Section III - Conditions:**
- CANCELLATION OF POLICIES IN EFFECT MORE THAN 60 DAYS**
1. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - c. The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - d. Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - e. Nonpayment of membership dues in those cases where our bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - f. A material violation of a material provision of the policy.
 2. If we cancel for:
 - a. Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
 - b. Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

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C. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES- CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraphs 5.b. and 5.c. of the **Cancellation** provisions of **Section III - Conditions** are

replaced by the following:

b. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this

policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Discovery of fraud by:

(i) Any insured or his or her representative in obtaining this insurance; or

(ii) You or your representative in pursuing a claim under this policy.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. All Policies In Effect For More Than 60 Days

(1) If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(a) Nonpayment of premium, including payment due on a prior policy we

(b) Discovery of fraud or material misrepresentation by:

(i) Any insured or his or her representative in obtaining this insurance; or

(ii) You or your representative in pursuing a claim under this policy.

(c) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(d) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety

standards, by you or your representative, which materially increase any of the risks insured

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- against.
- (e) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the **risks** insured against.
- (f) A determination by the Commissioner of Insurance that the:
- (i) Loss of, or changes in, our reinsurance
- covering all or part of the risk would threaten our financial integrity or solvency; or

- (ii) Continuation of the policy coverage would:
 - i. Place us in violation of California law or the laws of the state where we are domiciled; or
 - ii. Threaten our solvency.
 - (g) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed **risk**, unless the added, increased or changed risk is included in the policy.
 - (h) A material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies.
 - (i) Cancellation or nonrenewal of one or more of the underlying policies where such policies are not replaced without lapse.
 - (u) A reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.
- (2) We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **c. (1)**.
- B. Paragraph 13. When We Do Not Renew of Section III - Conditions** is replaced by the following:
- Nonrenewal**
1. If we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.
We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
 2. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **B.1**.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **B.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5.b. of the Cancellation Provisions of Section III - Conditions is replaced by the following:

b. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to Paragraph 5. Cancellation of Section III - Conditions:

g. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

1. Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
2. At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. Increase In Premium Or Decrease In Coverage

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES-CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- I. If you are an individual and this policy insures a covered auto you own that is of the private passenger type, Paragraph 5. **Cancellation of Section III - Conditions** is replaced by the following:

ENDING THIS POLICY

A. Cancellation

1. You may cancel the policy by mailing or delivering to us advance written notice of cancellation.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to you within this period written notice of cancellation at least 10

days before the effective date of cancellation.

3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for non-

payment of premium, we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days notice.

- a. Nonpayment of premium.
- b. The policy was obtained through a material misrepresentation
- c. Any insured violated any of the terms

and conditions of the policy.

- d. The Named Insured knowingly failed to disclose fully his or her motor vehicle accidents and moving traffic violations, or his or her losses covered under any automobile physical damage or comprehensive coverage for the preceding 36 months, if called for in the applica- tion.

- e. As to renewal of the policy, if the insured at any time while the policy was in force failed to disclose fully to us upon request therefor, facts relative to accidents and losses incurred material to underwriting of the risk.

- f. Any insured made a false or fraudulent

claim or knowingly aided or abetted another in the presentation of such a claim.

- g. The Named Insured or any other operator who either resides in the same household or customarily operates an auto insured under such policy:

- (1) Has, within the 36 months prior to the notice of cancellation or nonrenewal, had his or her driver's license under suspension or revocation except a person under the age of 18 whose license has been revoked or suspended:

- (a) Pursuant to Del. Code Ann. tit. 10, section 1009;
- (b) Pursuant to Del. Code Ann. tit. 4, section 904; or
- (c) For a nondriving-related drug offense pursuant to Del. Code Ann. tit. 21, section 2707(b)(11) or section 4177K.

Additionally, Subparagraph (1) does not apply to a person under the age of 18 who has had his or her driver's license, driver's permit and/or driving privileges suspended, by reason of the Delaware Department of Public Safety believing that such person is a reckless or negligent driver of a motor vehicle or has committed a serious moving traffic violation;

- (2) Has a history of and is subject to epilepsy or heart attacks, and such individual cannot produce a certificate from a physician testifying to his or her unqualified ability to operate a motor vehicle safely;
- (3) Has an accident record, conviction record (criminal or traffic), physical, mental or other condition which is such that his or her operation of an auto might endanger the public safety;
- (4) Has, while the policy is in force, engaged in a competitive speed contest while operating an auto insured under the policy;
- (5) Is addicted to or uses narcotics or other drugs;
- (6) Uses alcoholic beverages to excess thereby impairing his or her ability to operate a motor vehicle;
- (7) Has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation or nonrenewal, for:
 - (a) Any felony;
 - (b) Criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle;
 - (c) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (d) Leaving the scene of an accident without stopping to report;
 - (e) Theft or unlawful taking of a motor vehicle; or
 - (f) Making false statements in an application for a driver's license;

- (8) Has been convicted of, or forfeited bail, for three or more violations, the point total for which exceeds eight points, or three at-fault accidents in which claims are paid in excess of \$250 per accident within the 36 months immediately preceding the notice of cancellation or nonrenewal, of any law, ordinance or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a dangerous moving violation as set forth in Del. Code Ann. tit. 21, chapter 41, whether or not the violations were repetitions of the same offense or different offenses.

h. The covered auto is:

- (1) So mechanically defective that its operation might endanger public safety;
- (2) Used in carrying passengers for hire or compensation, except that the use of an auto for a car pool shall not be considered use of an auto for hire or compensation;
- (3) Used in the business of transportation of **flammables or explosives**;
- (4) An authorized emergency vehicle;
- (5) Modified or changed in condition during the policy period so as to increase the risk substantially; or
- (6) Subject to an inspection law and has not been inspected or, if inspected fails to qualify.

But if this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 30 days written notice.

- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

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5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

- a. The covered auto is no longer owned by the first Named Insured;
- b. The covered auto is no longer operable or capable of being repaired so as to become operable; or
- c. The first Named Insured becomes self-insured under the provisions of the

Delaware Insurance Code.

The cancellation will become effective even if we have not made or offered a refund.

B. Paragraph 13. **When We Do Not Renew** of Section III - **Conditions** is replaced by the following:

NONRENEWAL

1. If we decide not to renew or continue this policy we will mail or deliver to you written notice at least 30 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail by certified mail or deliver our notice of cancellation or nonrenewal to your last mailing address known to us, except that notice of cancellation for nonpayment of premium will be mailed by regular mail. If notice is mailed, proof of mailing will be sufficient proof of notice.

II. For all other policies insuring covered autos not described in Paragraph I.:

Paragraph 5.e. of the **Cancellation** Provisions of Section III - **Conditions** is replaced by the following:

e. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

- (1) The covered auto is no longer owned by the first Named Insured;
- (2) The covered auto is no longer operated or capable of being repaired so as to become operable; or
- (3) The first Named Insured becomes self-insured under the provisions of the Delaware Insurance Code.

The cancellation will become effective even if we have not made or offered a refund.

III. The following Condition applies to all policies except those policies described in Section I of this endorsement:

Paragraph 13. **When We Do Not Renew** of Section III - **Conditions** is replaced by the following:

WHEN WE DO NOT RENEW

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
3. If notice of nonrenewal is mailed, it will be sent by certified mail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** When a policy of commercial automobile insurance is "controlling underlying insurance" under this Coverage Part, Paragraph **5. Cancellation** of **Section III - Conditions** is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least five days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.
3. If this policy has been in effect for 60 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.
4. If this policy has been in effect more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The registration of a covered auto has been suspended or revoked during the policy period and this results in no covered auto being validly registered; or
 - c. An insured's license has been suspended or revoked during the policy period.
5. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

- B.** When Paragraph **A.** of this endorsement does not apply, Paragraph **b.** of the **Cancellation** provisions of **Section III - Conditions** is replaced by the following:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least five days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.

If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.

If this policy has been in effect more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. You have refused or failed to pay a premium due under the terms of the policy;
2. You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us;
3. You have transferred your interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or
4. The interest or use of the interest has materially changed with respect to its insurability.

- C.** Paragraph **13. When We Do Not Renew** of **Section III - Conditions** is replaced by the following:

WHEN WE DO NOT RENEW

1. If we decide not to renew or continue this policy we will mail or deliver to the first Named Insured written notice at least 30 days before the end of the policy period. At least five days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. Failure to pay the required renewal or continuation premium when due shall mean that the first Named Insured has not accepted our offer.

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2. If the first Named Insured obtains other insurance this policy will end on the effective date of that insurance.

D. Mailing Of Notices

We will mail by post office receipt secured or certified mail or deliver our notice of cancellation or nonrenewal to the last mailing addresses known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraphs **5.b.** and **c.** of the **Cancellation** Provisions of **Section III - Conditions** are replaced by the following:

b. Cancellation Of Policies In Effect
(1) For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** 45 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (i)** A material misstatement or misrepresentation; or
 - (ii)** A failure to comply with the underwriting requirements established by the insurer.

(2) For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** The policy was obtained by a material misstatement;
- (c)** Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (d)** A substantial change in the risk covered by the policy; or
- (e)** The cancellation is for all insureds

under such policies for a given class of

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (i)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (ii)** 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **b.(2)**.

c. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

B. Paragraph **5.e.** of the **Cancellation** Provisions of **Section III - Conditions** is replaced by the following:

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days

of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

insureds.

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C. Paragraph 13. **When We Do Not Renew** of **Section III - Conditions** is replaced by the following:

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 3.a. of Duties In The Event Of An Event, Claim Or Suit Provisions of Section III - Conditions is replaced by the following:

- a.** In the event of an "event", claim or suit, we or our representative must receive prompt notice of the "event". Include:
- (1)** How, when and where the "event" occurred;
 - (2)** The insured's name and address; and
 - (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

The requirement for giving notice of a claim, if not satisfied by the insured within 30 days of the date of the "event", may be satisfied by an

injured third party who, as the result of such "event", has a claim against the insured. However, in this event, notice of a claim given by an injured third party must be mailed to us.

B. Paragraph 5.a. of the Cancellation Provisions of Section III - Conditions is replaced by the following:

- a.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
- (1)** If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is

later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

- (2)** If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of

cancellation, which will be the later of the following:

- (a)** 10 days from the date of mailing or delivering our notice; or
- (b)** The effective date of cancellation stated in the first Named Insured's notice to us.

C. Paragraph 5.e. of the Cancellation Provisions of Section III - Conditions is replaced by the following:

e. Premium Refund

- (1)** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- (2)** If we cancel, the refund will be pro rata, except as provided in **(3)** below.
- (3)** If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- (4)** If the first Named Insured cancels, the refund may be less than pro rata.
- (5)** The cancellation will be effective even if we have not made or offered a refund.

- D. The following is added to Paragraph 5. **Cancellation of Section III - Conditions** and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 1_5% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph E. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to non renew, increase the premium or limit or restrict coverage.

- E. With respect to a policy that is written to permit an audit, the_ following is added to Paragraph 5. **Cancellation of Section III - Conditions:**

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of

cancellation, but not within 20 days of the first documented effort.

2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

- F. Paragraph 5.f. of the **Cancellation** Provisions of **Section III - Conditions** is replaced by the following:

If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5.b. of the Cancellation Provisions of Section III - Conditions is replaced by the following:

b. We may cancel this policy prior to the expiration of the agreed term, or one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons, by mailing to the first Named Insured written notice of cancellation, at least 30 days before the effective date of cancellation:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation;
- (3) Substantial increase in the risk hazard, except to the extent that we should have reasonably foreseen the change when entering into the contract;
- (4) Substantial breaches of contractual duties, conditions or warranties;
- (5) Violation of any local fire, health or safety statute or ordinance;
- (6) Conviction of the Named Insured for a crime having as one of its necessary elements, an act increasing any hazard that is insured against;
- (7) Determination by the insurance commissioner that the continuation of the policy places us in violation of chapter 431, Hawaii Revised Statutes;
- (8) Any good faith reason with the approval of the insurance commissioner; or
- (9) The driver's license of the principal operator of a covered auto is under suspension or revocation.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

1. If we decide not to renew or continue this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.
2. If this policy insures covered autos, we have the right not to renew or continue this policy only if:

- a.** One or more of the reasons listed in Paragraph **A.b.(1)** or **A.b.(9)** exists;
- b.** The Hawaii Insurance Commissioner determines that our financial soundness would be impaired by the writing of additional policies of insurance;
- c.** We cease to write any new policies of insurance of any kind in the State of Hawaii; or
- d.** We are otherwise permitted by the laws of the State of Hawaii.

C. Automatic Termination

If we offer in writing to renew or continue your policy at least 30 days before the end of the policy period, and you do not accept our offer before the end of the policy period, your policy will automatically terminate. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

D. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed supported by a certificate of mailing properly validated by the U.S. Postal Service, to the first Named Insured's last known address. Proof of mailing of any notice will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to the Insuring Agreement of
Section I - Coverages:

If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5. Cancellation of Section III - Conditions is replaced by the following:

5. Cancellation

- a.** The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation
- b.** We may cancel this Policy by mailing to you, at your last mailing address known to us, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice. If we cancel:
 - (1)** For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - (2)** For a reason other than nonpayment of premium, we will mail the notice at least:
 - (a)** 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.
 - (b)** 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.
- c.** If this Policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** The Policy was obtained through a material misrepresentation;
 - (3)** Any insured has violated any of the terms and conditions of the Policy;
 - (4)** The risk originally accepted has measurably increased;
 - (5)** Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

(6) A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.

- d.** Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.
- e.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- f.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

13. When We Do Not Renew

- a.** If we decide not to renew or continue this Policy, we will mail you written notice, stating the reason for nonrenewal, at least:
 - (1)** 60 days before the end of the policy period for all policies other than that described in **a.(2)**; or
 - (2)** 30 days before the end of the policy period for all commercial excess and umbrella liability policies as defined in 215 ILL. COMP. STAT. 143.13.(h). The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to you.
- b.** Proof of mailing will be sufficient proof of notice.
- c.** Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known.

- d. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- e. If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

- (2) whose aggregate annual premiums for all property and casualty insurance on all risks is at least \$50,000.

For the purposes of Paragraph **a.(2)**, commercial excess and umbrella liability policies are defined in 215 ILL. COMP. STAT. 143.13.(h) as follows:

- (h) "Commercial excess and umbrella liability policy" means a policy written over one or more underlying policies for an insured:
 - (1) that has at least 25 full-time employees at the time the commercial excess and umbrella liability policy is written and procures the insurance of any risk or risks, other than life, accident and health, and annuity contracts, as described in clauses (a) and (b) of Class 1 of Section 4 and clause (a) of Class 2 of Section 4, by use of the services of a full-time employee acting as an insurance manager or buyer; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5.b. of the Cancellation Provision of Section III - Conditions is replaced by the following:

b. Cancellation Of Policies In Effect:

(1) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at

least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(c) 30 days before the effective date of

Cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named

Insured written notice of cancellation at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(c) 45 days before the effective date of cancellation if:

(i) There has been a substantial change in the scale of risk covered by this policy;

(ii) Reinsurance of the risk associated

with this policy has been cancelled; or

(iii) You have failed to comply with reasonable safety recommendations.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

1. If we elect not to renew this policy, we will mail

or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to

us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5. Cancellation of Section III – Conditions is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least 10 days before the effective date of cancellation.
 - a. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for any reason.
 - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;
 - (4) Determination by the commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
 - (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition;
 - (6) Loss of reinsurance, subject to c. below.
- (7) A material change in the limits, scope of coverage, or exclusions in one or more of the "controlling underlying insurance".
- (8) Cancellation or nonrenewal of one or more of the "controlling underlying insurance" where the policies are not replaced without lapse.
- (9) A reduction in the financial rating or grade of one or more of the insurers insuring one or more of the "controlling underlying insurance" based on an evaluation by a recognized financial rating organization
- b. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.
3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
4. Notice of cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

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B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:

a. We have offered to issue a renewal policy; or

b. You have failed to pay a premium due or

any advance Premium required by us for renewal.

c. If we conditionally renew this policy based upon requirements relating to the "controlling underlying insurance". In this case, if the requirements are not satisfied as of the expiration date of this policy, or 30 days after mailing or delivery of the notice, whichever is later, the conditional renewal notice shall be deemed to be an effective notice of nonrenewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES - NOTICE OF CANCELLATION FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to Paragraph 5. of the
Cancellation provisions of **Section III - Conditions**:

We will provide written notice to the Plumbing and
Mechanical Systems Board at least 10 days before the
effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

I. When a policy of commercial automobile insurance is "controlling underlying insurance" under this Coverage Part, the following provisions apply:

A. If you are an individual and a covered auto you own is of the private passenger type, and this policy covers fewer than five autos and does

not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, Paragraph **5. Cancellation of Section III – Conditions** is replaced by the following:

ENDING THIS POLICY

1. Cancellation

a. You may cancel the policy by mailing or

delivering to us advance written notice of cancellation.

a. We may cancel this policy by mailing you notice of cancellation. If we cancel for nonpayment of premium, we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days written notice.

b. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel Liability Coverage and Personal Injury Protection only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Fraudulent misrepresentation in obtaining this policy.

(3) The insured violates any terms or conditions of the policy.

(4) You or any other operator who either resides in the same household or customarily operates a covered auto:

(a) Has had his or her driver's license suspended or revoked during the policy period.

(b) Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate stating that he or she can operate a motor vehicle safely.

(c) Has been convicted during the policy period or 36 months before it, for:

(i) Any felony; or

(ii) Criminal negligence resulting in death, homicide or assault, arising from the operation of a motor vehicle; or

(iii) Driving a motor vehicle while intoxicated or under the influence of drugs; or

(iv) Leaving the scene of an accident without stopping to report; or

(v) Theft of a motor vehicle; or

(vi) Making false statements when applying for a driver's license; or

(vii) A third moving violation, committed within a period of 18 months of:

i. Any regulation limiting the speed of motor vehicles; or

ii. Any of the provisions in the motor vehicle laws of any state, the violation of which constitutes a misdemeanor or traffic infraction; or

iii. Any ordinance traffic infraction, or ordinance which prohibits the same

acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitions of the same offense or were different offenses.

(5) We replace this policy with another one providing similar coverages and the same limits for the covered auto. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy **begins or on this policy's expiration** date, whichever is earlier.

c. Renewal or continuation of this policy does not act as a waiver or estoppel of any reasons for cancellation which ex-

isted before the effective date of renewal or continuation.

e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

2. Nonrenewal

a. If we decide not to renew or continue this policy we will mail you written notice at least 30 days before the end of the policy period.

b. We may not renew or continue this policy only for one or more of the following reasons:

(1) When we are required or have been permitted by the Commissioner of Insurance, in writing, to reduce premium volume in order to preserve our financial integrity.

(2) When we cease to transact such business in this state.

(3) When we are able to show competent medical evidence that the in-

sured has a physical or mental disability that impairs his or her ability to drive in a safe and reasonable

manner.

(4) When unfavorable underwriting factors, pertinent to the risk, are existent, and of a substantial nature, which could not have reasonably been ascertained by us at the initial issuance or the last renewal of the policy.

(5) When the policy has been continuously in effect for a period of five years, provided that such five year period shall begin at the first anniversary date following the policy effective date.

(6) When any of the reasons specified as reasons for cancellation are existent.

c. If we offer to renew or continue this policy and you do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

d. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing Of Notices

We will mail any notice of cancellation or nonrenewal by certified or registered mail or United States post office certificate of mailing to your last mailing address known to us. Proof of mailing will be sufficient proof of notice.



- B. For all policies covering autos not described in Paragraph A. above, Paragraph 5. **Cancellation of Section III - Conditions** is replaced by the following:

ENDING THIS POLICY

1. Cancellation

- a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b. We may cancel this policy by mailing you written notice of cancellation, stating our reasons for cancellation. If we cancel for nonpayment of premium we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days notice.
- c. When this policy is in effect for 90 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium.
- (2) This policy was issued because of material misrepresentation.
- (3) Any insured violated any of the material terms and conditions of this policy.
- (4) Unfavorable underwriting factors, specific to the insured, exist that were not present at the inception of this policy.
- (5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas.
- (6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

- d. The effective date of cancellation stated in the notice shall become the end of the policy period.
- e. If this policy is cancelled, we will send you any premium refund due. If we can-

cel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

2. Nonrenewal

- a. If we decide not to renew or continue this policy, we will mail you written notice at least 60 days before the end of the policy period stating the reasons for nonrenewal. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. If we fail to mail proper notice and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed by certified or registered mail or United States post office certificate of mailing to the first Named Insured's last mailing address known to us. Proof of mailing of any notice will be sufficient proof of notice.

4. Notice To Director Of Vehicles

If you are a Vehicle Dealer or Mobile Home Dealer, the following provision applies:

If the policy is cancelled, we will notify the Director of Vehicles 30 days before the effective date of cancellation.

C. Paragraph 13. When We Do Not Renew of Section III - Conditions does not apply.

- II. For all policies other than those described in Section I of this endorsement, the following provisions apply:

- A. Paragraph 5.b. of the **Cancellation Provisions of Section III - Conditions** is replaced by the following:

b. Reasons For Cancellation

- (1) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.

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

- (a) Nonpayment of premium;
- (b) This policy was issued because of material misrepresentation;
- (c) You or any other insured violated any of the material terms and conditions of this policy;
- (d) Unfavorable underwriting factors, specific to you, exist that were

not present at the inception of this policy;

- (e) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or

- (f) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

B. Paragraph 13. **When We Do Not Renew** of Section III - **Conditions** is replaced by the following:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last

mailing address known to us. If notice is

mailed, proof of mailing will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5. Cancellation of Section III - Conditions is amended as follows:

1. Paragraph **b.** is replaced by the following:

b. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

2. The following paragraph is added:

Cancellation Of Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
- (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on Paragraph **a.** above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

1. 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
2. 75 days before the effective date of the cancellation, if cancellation is for any reason stated in **a.(2)** through **a.(7)** above.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

NONRENEWAL

1. For the purpose of this Condition:

- a.** Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and
- b.** Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.

2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.



4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 1.a. of Section I - Coverages is replaced by the following:

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to

which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in

the defense of, the insured against any other suit seeking damages for "injury or damage".

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II - Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses,

our right and duty to defend end when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

B. Paragraph 5. Cancellation of Section III - Conditions is amended as follows:

1. Paragraph b. **is** replaced by the following,

which applies unless Paragraph 2. of this endorsement applies:

b. Notice Of Cancellation

(1) Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

- (a) Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

- (b) Cancellation for any other reason:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

(2) Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (a) Nonpayment of premium;
(b) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining

the policy, continuing the policy, or in presenting a claim under the policy;

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- (c) Activities or omissions by you which change or increase any hazard insured against;
- (d) Change in the risk which increases the risk of loss after we issued or renewed this policy, including an

increase in exposure due to regulation, legislation, or court decision;

- (e) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (f) The insured's violation or breach of

any policy terms or conditions; or

- (g) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **8.1.b.(2)** to the first Named Insured at least:

- (a) 10 days before the effective date of

cancellation if we cancel for nonpayment of premium; or

- (b) 30 days before the effective date of

cancellation if we cancel for a reason described in Paragraphs **B.1.b.(2j(b))** through **(g)**.

2. Paragraph **b. is** replaced by the following, which applies with respect to premium

payments due on new and renewal policies, including installment payments.

b. Notice Of Cancellation

- (1) If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **8.2.b.(2)** and **8.2.b.(3)**.

- (2) We may cancel the policy effective from the date the premium payment was due by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

- (3) The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or

other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

3. Paragraph **5.e.** is replaced by the following:

e. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **e.(1), e.(2), e.(3), e.(4)** and **e.(5)**. The cancellation will be effective even if we have not made or offered a refund.

- (1) If we cancel, the refund will be pro rata.
- (2) If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

- (3) We will send the refund to the first Named Insured unless Paragraph **e.(4)** or **e.(5)** applies.

- (4) If we cancel based on Paragraph **8.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **e.(5)**. If the policy was

financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

- (5) When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

C. Paragraph **11. Legal Action Against Us** of **Section III - Conditions** is replaced by the following:

11. Legal Action Against Us

A person or organization may bring a suit against us including, but not limited to, a suit to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, controlling underlying insurer and the claimant or the claimant's legal representative.

D. Paragraph **13. When We Do Not Renew** of **Section III - Conditions** is replaced by the following:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

2. We need not mail or deliver this notice if:
 - a. We or another company within our insurance group have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** If any "controlling underlying insurance" does not address post-judgment interest or provides that post-judgment interest is subject to the applicable limits of insurance, the following provision applies and supersedes any provision to the contrary:

We will pay, with respect to any suit against an insured for which there is liability under this Coverage Part, all interest on the portion of any judgment for which we are responsible that accrues after the entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance of this Coverage Part.

This payment will not reduce the limits of insurance of this Coverage Part.

- B.** Paragraphs **5.b.**, **5.d.** and **5.f.** of the Cancellation provision of **Section III - Conditions** are replaced by the following:

- b.** We may cancel this policy by mailing or delivering written notice of cancellation to the first

Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.

- d.** Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.
- f.** A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

- C.** If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to Paragraph **5. Cancellation of Section III - Conditions** and supersedes any other provisions to the contrary:

We may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;

- (2)** Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3)** Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
- (4)** Failure to comply with reasonable loss control recommendations;
- (5)** Substantial breach of contractual duties, conditions or warranties; or
- (6)** Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

- D.** Paragraph **13. When We Do Not Renew of Section III - Conditions** is replaced by the following:

Nonrenewal

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Paragraph 9.b. Of the Premium Audit provision of Section III - Conditions is replaced by the following:

- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is 30 days from the date of the bill. If the sum of the advance and audit premiums paid for the policy is greater than the earned premium, we will return the excess to the first Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- I. If you are an individual and a covered auto you own is one of the private passenger type, Paragraph 5. **Cancellation** and Paragraph 13. **When We Do Not Renew of Section III - Conditions** do not apply. The following conditions apply instead:

Ending This Policy

A. Cancellation

1. You may cancel the Policy by mailing or delivering to us advance written notice of cancellation.
2. When this Policy has been in effect for 45 days or less and is not a renewal or continuation policy, we may cancel this Policy by mailing to you within this period written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - b. 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
3. When this Policy has been in effect for more than 45 days or is a renewal or continuation policy, we may cancel this Policy by mailing to you written notice of cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

- b. 45 days before the effective date of cancellation for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph b., we may cancel only for one or more of the following reasons:

- (1) If your driver's license or motor vehicle registration, or that of one or

more but not all drivers who live with you or customarily use a covered auto, has been suspended or revoked during the policy period as a result of the driver's driving record. However, before canceling this Policy we will offer to continue this Policy with a provision excluding coverage for each driver whose license has been suspended or revoked during the policy period. If such an offer is accepted, we will issue an endorsement to that effect.

- (2) When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.

- (3) We replace this Policy with another one providing similar coverages and the same limits for the covered auto. The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.

- (4) A change in the condition of the risk that results in an increase in the hazard insured against.
- (5) A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph **b.**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.

But if this Policy has been written for a period of more than one year or without a fixed expiration date, we may cancel only at an anniversary of its original effective date.

- 4. Notice of cancellation will state the reason for cancellation and the effective date of cancellation. The policy period will end on that date.
- 5. If this Policy is cancelled, we will send you any premium refund due.
 - a. The refund will be pro rata if:
 - (1) We cancel; or
 - (2) The Policy is not a renewal policy,

and you cancel upon receiving written notice that we recalculated

the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

- b. If you cancel, other than the cancellation described in Paragraph **a.(2)**, the refund will be calculated as follows:

(1) Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

(2) Policies Written For More Than One Year

- (a) If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
- (b) If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

(3) Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or you cancel the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

- 6. We will send notice of cancellation to you by a "first-class mail tracking method" if:
 - a. We cancel for nonpayment of premium; or
 - b. This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to you by certified mail if we cancel for a reason other than nonpayment of premium and this Policy:

- a. Is a renewal of a policy we issued; or
- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service. Proof of mailing will be sufficient proof of notice.

B. Nonrenewal

- 1. If we decide not to renew or continue this Policy, we will send to you, by certified mail, written notice at least 45 days before the end of the policy period, stating the reason for nonrenewal. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service. Proof of mailing will be sufficient proof of notice. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. We will not refuse to renew or continue this Policy because of your claim experience or driving record, or that of one or more but not all drivers who live with you or customarily use a covered auto. However, we will condition renewal or continuation of this Policy on a provision excluding coverage for each driver whose claim experience or driving record would have justified nonrenewal. If such an offer is accepted, we will issue an endorsement to that effect.
3. When we elect not to renew a policy for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You

may request additional information within 30 days from the date of our notice.

4. If we offer to renew at least 45 days before the renewal date and you fail to make the

required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

C. Mailing Of Notices

We will mail our notice of cancellation or nonrenewal to your last mailing address known to us.

- II. For all other circumstances not described in Section I., the following conditions apply:

A. Paragraphs 5.b. and 5.c. of the Cancellation provisions of Section III - Conditions are replaced by the following:

- b. When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this Coverage

Part by mailing to the first Named

Insured, at the last mailing address known to us, written notice of

cancellation, stating the reason for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- (2) 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.

- c. When this Policy has been in effect for more than 45 days or is a renewal policy, we may cancel this Policy by mailing the first Named Insured, at the last mailing address known to us, written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- (2) 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph (2), we may cancel only

for one or more of the following reasons:

- (a) When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
- (b) A change in the condition of the risk that results in an increase in the hazard insured against.
- (c) A matter or issue related to the risk that constitutes a threat to public safety.
- (d) If the Named Insured's driver's license or motor vehicle registration, or that of a driver insured under the Coverage Form, has been suspended or revoked during the policy period as a result of the insured's driving record.

If we cancel pursuant to Paragraph

c.(2), you may request additional information on the reason for

cancellation within 30 days from the date of our notice.

B. Paragraph 5.e. of the Cancellation provisions of Section III - Conditions is replaced by the following:

e. If this Policy is cancelled, we will send the first Named Insured any premium refund due.

(1) The refund will be pro rata if:

(a) We cancel; or

(b) The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

(2) If the first Named Insured cancels, other than the cancellation described in Paragraph (1)(b), the refund will be calculated as follows:

(a) Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

(b) Policies Written For More Than One Year

(i) If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

(ii) If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

(c) Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

C. Paragraph 5.f. of the Cancellation provisions of Section III - Conditions is replaced by the following:

f. We will send notice of cancellation to the first Named Insured by a "first-class mail tracking method" if:

(1) We cancel for nonpayment of premium; or

(2) This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

(1) Is a renewal of a policy we issued; or

(2) Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

- D. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

13. When We Do Not Renew

- a. We may elect not to renew this Policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this Policy.
- b. We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
- c. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.

- d. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

III. The following definition is added:

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS RESIDENTIAL FUEL TANK EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** If coverage is provided in the "controlling underlying insurance" for injury or damage caused by a release of heating oil from a residential fuel tank incident or response action costs resulting from a release or threat of release of heating oil from a residential fuel tank incident as specified by Section 4D, Chapter 175 of the laws of Massachusetts, the following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage** and supersedes any provision to the contrary:

Residential Fuel Tank Exclusion

This insurance does not apply to:

1. Injury or damage caused by a "residential fuel tank incident"; or
 2. "Response action costs" resulting from a "residential fuel tank incident".
- B.** The following definitions are added:
1. "Insured residential tank" means a liquid fuel tank at a "residential property" in which heating oil is stored and from which heating oil is delivered or pumped through a fuel supply line to a device for burning oil in heating appliances, whether located within a dwelling or other structure and installed at or below grade level, or located outdoors, if you have provided us with proof that such tank is in compliance with Massachusetts law governing release prevention, pursuant to applicable Subsection (b) or (c) of Section 38J of Chapter 148 of the laws of Massachusetts.

"Insured residential tank" also includes any piping, fuel supply lines, equipment or systems connected thereto.

"Insured residential tank" does not mean any underground storage tanks, wherever located, or piping, fuel supply lines, equipment or systems connected thereto.

2. "Residential fuel tank incident" means a release or threat of release of heating oil into the environment from an "insured residential

tank".

The entirety of continuous or repeated releases or threats of release from the same "insured residential tank" shall be deemed to be one "residential fuel tank incident".

3. "Residential property" means a dwelling owned by you, used for living or sleeping, consisting of one, two, three or four units.

4. "Response action costs" means reasonable

and necessary expenses incurred by you in response to a "residential fuel tank incident" for response action as specified in Chapters 21E or 21K of Massachusetts law or regulations promulgated thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

With respect to Paragraph **3. Duties In The Event Of An Event, Claim Or Suit of Section III - Conditions:**

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.
2. The last sentence of Paragraph **3.b.** is deleted.
3. The reference to Paragraph **d.** is amended to read Paragraph **e.**
4. The following is added:
 - d.** Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** If you are an individual and any covered auto you own is of the private passenger type, Paragraph 5. **Cancellation of Section III - Conditions** is replaced by the following:
- Cancellation**
1. You may cancel the Policy by giving us notice of cancellation.
 2. When this Policy is in effect less than 55 days and is not a renewal or continuation policy, we may cancel for any reason by mailing by certified mail or delivering to you within this period written notice of cancellation at least 20 days before the effective date of cancellation. However, if we cancel for nonpayment of premium, we will mail by regular mail or deliver notice to you at least 10 days before the effective date of cancellation.
 3. When this Policy is in effect 55 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 30 days' notice.
 - a. Nonpayment of premium.
 - b. The named insured or any other operator who either resides in the same household or customarily operates an "auto" has had his or her driver's license suspended during the policy period and the revocation or suspension has become final.
 - c. If during the first 55 days after the original issue date of the Policy the risk is unacceptable to us.

But if this Policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 30 days' written notice.
- d. Notice of cancellation will state the effective date of cancellation.
 - e. If this Policy is cancelled, we will send you any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
 - f. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** When Paragraph A. of this endorsement does not apply, Paragraph 5. **Cancellation of Section III - Conditions** is amended as follows:
1. Paragraph a. is replaced by the following:

The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.
 2. Paragraph c. is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.
 3. Paragraph e. is replaced by the following:

If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

C. Paragraph 13. **When We Do Not Renew** of
Section III - Conditions is replaced by the
following:

When We Do Not Renew

1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.
2. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

3. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that

insurance.

4. If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 1. Appeals of Section III - Conditions
is replaced by the following:

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and post-judgment interest and dis-

bursements associated with such appeal. All such costs and expenses are payable in addition to the applicable Limits of Insurance described in Section

II - Limits Of Insurance.

B. Paragraph 2.a. Bankruptcy Of Insured of Section III - Conditions is replaced by the following:

a. Bankruptcy Of Insured

Bankruptcy, insolvency or dissolution of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part, and in case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Coverage Part against the company to the same extent that the insured would have, had the insured paid the final judgment.

C. The following paragraph is added to the Commercial Excess Liability Coverage Part:

Any requirement throughout this Coverage Part to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

D. Paragraph 5. Cancellation of Section III - Conditions is amended as follows:

1. Paragraph b. is replaced by the following:

b. We may cancel this policy by giving the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of

cancellation if we cancel for any other reason.

2. Paragraph f. is replaced by the following:

f. If notice is mailed, proof of mailing of any notice will be sufficient proof of notice.

E. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

If we decide not to renew or continue this Coverage Part, we will give the first Named Insured shown in the Declarations and any agent notice of our intent not to renew at least 30 days before the expiration date. Such notice will be mailed or delivered to the first Named Insured and any agent at their last mailing addresses known to us.

If notice is mailed, proof of mailing of any notice will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES- CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph g. is added to Paragraph 5. Cancellation of Section III - Conditions:

g. If:

- (1)** The first Named Insured cancels this policy, we will notify any named creditor loss payee.
- (2)** We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the first Named Insured, as stated in this Condition.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

WHEN WE DO NOT RENEW

1. If the first Named Insured does not renew this policy, we will notify any named creditor loss payee.

2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any named creditor loss payee, at least:

- a.** 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
- b.** 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the first Named Insured and any named creditor loss payee, by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Paragraph **7. Maintenance Of/Changes To Controlling Underlying Insurance of Section III - Conditions** is replaced by the following:

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part

will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, when any "controlling underlying insurance" is no longer in effect, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. If you are an individual, partnership or limited liability company and a covered auto you own is of

the private passenger type, and this policy covers fewer than five autos and does not insure the

motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, Paragraph 5. **Cancellation of Section III - Conditions** does not apply to that auto. The following Condition applies instead:

1. Paragraph 5. **Cancellation of Section III - Conditions** is replaced by the following:

Ending This Policy

a. Cancellation

- (1) You may cancel the policy by returning it to us or by giving us advance notice of

the date cancellation is to take effect.

- (2) If this policy has been in effect for 60 days or less and is not a renewal or

continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days notice.

- (3) When this policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

- (a) Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.

- (b) If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 30 days notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead, we may exclude coverage for that person while operating a covered auto during a period of suspension or

- (c) If you are an individual, we replace this policy with another one providing

similar coverages and the same limits for the covered auto. The

replacement policy will take effect when this policy is canceled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

- (4) If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. The

following provisions govern calculation of return premium:

- (a) We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

- (i) Cancelled by us or at our request;

- (ii) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;

- (iii) Cancelled but rewritten with us or in our company group; or

- (iv) Cancelled after the first year, if it

revocation.

is a prepaid policy written for a term of more than one year.

- (b) When this policy is cancelled at your request (except when Paragraph (a)(ii), (a)(iii) or (a)(iv) applies), we will return 90% of the pro rata

unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years

The refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

(5) The effective date of cancellation stated in the notice shall become the end of the policy period.

(6) Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.

b. Nonrenewal

(1) If we decide not to renew or continue this policy, we will mail you notice at least 30 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

(2) If we fail to mail proper notice of

nonrenewal and you obtain other insurance, the coverages provided by this policy will end on the effective date of any similar coverages provided by the other insurance.

(3) Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.

2. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.

3. Paragraph 13. When We Do Not Renew of Section III - Conditions does not apply.

B. For all other circumstances not described in Paragraph A. above:

1. Paragraphs **5.b.** and **5.e.** of the **Cancellation Provisions of Section III - Conditions** are replaced by the following:

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 30 days before the effective date of cancellation if cancellation is for one or

more of the following reasons:

(i) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;

(ii) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

(iii) We become insolvent; or

(iv) We involuntarily lose reinsurance for this policy;

(3) 60 days before the effective date of

cancellation if we cancel for any other reason.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

(1) We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

(a) Cancelled by us or at our request;

(b) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;

- (c) Cancelled but rewritten with us or in our company group; or
 - (d) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
- (2) When this policy is cancelled at the request of the first Named Insured (except when Paragraph (1)(b), (1)(c) or (1)(d) applies), we will return 90% of the pro rata unearned premium, rounded to

the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

The refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

2. Paragraph 13. **When We Do Not Renew** of **Section III - Conditions** is replaced by the following:

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- I. When a policy of commercial automobile insurance is "controlling underlying insurance" under this Coverage Part, Paragraph **5. Cancellation** of **Section 111- Conditions** is replaced by the following:

ENDING THIS POLICY

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel the policy by mailing or delivering to us advance written notice of cancellation.

2. Midterm Cancellation

- a. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason. If we cancel for nonpayment of premium, we will mail at least 10 days written notice to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days written notice to the first Named Insured.
- b. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium; or
 - (2) If you are an individual and your driver's license or motor vehicle registration or that of a driver who lives with you and customarily uses the covered auto has been suspended or revoked during the policy period, or if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date;

If we cancel for nonpayment of premium, we will mail at least 10 days written notice, stating the reason for cancellation, to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days written notice to the first Named Insured.

In this case, our notice will state that upon written request of the first Named Insured, mailed or delivered to us not less than 15 days prior to the effective date of cancellation, we will specify the reason for cancellation.

3. Anniversary Cancellation

If this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at the anniversary of its original effective date for any reason. If we cancel, we will mail you at least 45 days written notice.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.



B. Mailing Of Notices

We will mail or deliver our notice of cancellation or nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

1. If we decide not to renew or continue this policy, we will mail to the first Named Insured and agent, if any, notice at least 45 days before the end of the policy period. Our notice will state that upon written request of the first Named Insured, mailed or delivered to us not later than one month following the termination date of the policy, we

will notify the first Named Insured in writing, within 15 days of the request of the reason or reasons for nonrenewal.

If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to apply the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

II. When Section I. of this endorsement does not

apply, the following provisions apply:

A. Paragraph 5.b. of the Cancellation Provisions of Section III - Conditions is replaced by the following:

MIDTERM CANCELLATION

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

1. If this policy has been in effect for less than 60 days, except as provided in Paragraph A.3., we may cancel for any reason.
2. If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
 - a. Failure to pay a premium when due;

b. Material misrepresentation;

- c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- d. Substantial breaches of contractual duties, conditions or warranties;
- e. Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;
- f. Financial impairment of us; or
- g. Such other reasons that are approved by the Commissioner of Insurance.

3. If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph A.2.

ANNIVERSARY CANCELLATION

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary

sary date.

B. Paragraph e. of the Cancellation Provisions of Section III - Conditions is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

C. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.

2. We need not mail or deliver this notice if:
- a. You have purchased insurance elsewhere;
 - b. You have accepted replacement coverage;
 - c. You have requested or agreed to non-renewal; or
 - d. This policy is expressly designated as nonrenewable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES - CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** The following Condition is added:
Conformity with Montana statutes. The provisions of this Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this Coverage Part.
- B.** Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

**A. Paragraph 5. Cancellation Provisions of Section
III - Conditions is amended as follows:**

- 1. Paragraphs b. and c. are replaced by the following:**

b. Cancellation Of Policies In Effect

(1) 60 Days Or Less

If this Policy has been in effect for 60 days or less, we may cancel this Policy for any reason.

(2) More Than 60 Days

If this Policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** The Policy was obtained through material misrepresentation;
- (c)** Any insured has submitted a fraudulent claim;
- (d)** Any insured has violated the terms and conditions of this Policy;
- (e)** The risk originally accepted has substantially increased;
- (f)** Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all

or a substantial part of the underlying risk insured; or

- (a)** The determination by the Director of Insurance that the continuation of the Policy could place us in violation of the Nebraska Insurance Laws.

- (1)** If we cancel this Policy subject to **b.(1)** or **b.(2)** above, we will mail to the first

Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** 60 days before the effective date of cancellation if we cancel for any other reason.

c. Mailing Of Notices

We will mail our notice by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (1Mb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

If the Policy has been in effect 60 days or more or is a renewal or continuation policy, and we cancel for:

- (1)** Nonpayment of premium to a premium finance company; or
- (2)** Any reason other than nonpayment of premium;

notice of cancellation will be sent by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (1Mb) or another similar tracking method used or approved by the United States Postal Service.

- 2.** Paragraph f. does not apply.

- B. Paragraph 13. **When We Do Not Renew** of Section III - **Conditions** is replaced by the following:

When We Do Not Renew

1. If we decide not to renew this Policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this Policy.

2. Any notice of nonrenewal will be mailed by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (1Mb) or another similar tracking method used or approved by the United States Postal

Service to the first Named Insured's last mailing address known to us. If we mail our notice by first class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following are added to Paragraph 5. Cancellation of Section III - Conditions:

MIDTERM CANCELLATION

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

1. Nonpayment of premium;
2. Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
3. Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
4. Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;
5. A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
6. A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;
7. A determination by the commissioner that the continuation of the policy would violate, or

place us in violation of, any provision of the code.

ANNIVERSARY CANCELLATION

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

2. We need not provide this notice if:

- a. You have accepted replacement coverage;
- b. You have requested or agreed to nonrenewal; or
- c. This policy is expressly designated as nonrenewable.

C. Notices

1. Notice of cancellation or nonrenewal in accordance with **A.** and **B.** of this endorsement, will be mailed, first-class or certified, or delivered to the first Named Insured at the last mail-

ing address known to us and will state the reason for cancellation or nonrenewal.

2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** Paragraphs **5.b.** and **5.c.** of the **Cancellation** provisions of **Section III - Conditions** are replaced by the following:

b. Reasons For Cancellation

- (1) We may cancel this policy by mailing or

physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if:

(i) We cancel for nonpayment of premium;

(ii) We cancel for substantial increase in hazard; or

(iii) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (b) 60 days before the effective date of cancellation if Paragraph **b.(1)(a)** of this endorsement does not apply.

- (2) If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

(c) Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

c. Mailing Of Notices

We will mail or physically deliver our notice to

your last mailing address known to us. If notice is mailed, it will be by:

- (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **c.(1) or c.(2)** will be sufficient proof of notice.

- B.** Paragraph **5.f.** of the **Cancellation** provisions of **Section III - Conditions** is deleted.

- C.** Paragraph **b.** of Condition **9. Premium Audit** of **Section III - Conditions** is replaced by the following:

- b.** If this policy is auditable, the premium shown in this Coverage Part as advance premium is a

deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- D.** Paragraph **13. When We Do Not Renew** of **Section III - Conditions** is replaced by the following:

13. Nonrenewal

- a.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

- b.** However, we need not mail or physically deliver this notice if:

- (1) We have indicated a willingness to renew;

(2) We refuse to renew due to nonpayment of premium;

(3) You do not pay any advance premium required by us for renewal; or

(4) Any property covered in this policy is insured under any other insurance

policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.
- This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.
- B.** Paragraph **5.b.** of the **Cancellation** Provisions of **Section 111- Conditions** is replaced by the following:
- b.** If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:
- (1)** We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice of cancellation at least:
- (a)** 10 days before the effective date of cancellation if we cancel for:
- (i)** Nonpayment of premium; or
- (ii)** Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:
- i.** "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and
- ii.** "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".
- (b)** 30 days before the effective date of cancellation if we cancel for any other reason.
- (2)** In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation
- C.** The following is added to Paragraph **5. Cancellation of Section 111- Conditions**:
- CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**
- a.** If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- (1)** Nonpayment of premium;
- (2)** Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
- (3)** Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
- (4)** Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5)** Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

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- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
 - (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
 - (8) Loss of or reduction in available insurance capacity;
 - (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
 - (10) Loss of or substantial changes in applicable reinsurance;
 - (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
 - (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.
 - (13) Agency termination, provided:
 - (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
 - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
 - (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
- b. If we cancel this policy based on Paragraph a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

- c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
- d. Notice will be sent to the last mailing addresses known to us, by:

- (1) Certified mail; or
- (2) First-class mail, if we have obtained from the post office a date-stamped proof of mailing showing names and addresses.

- e. We need not send notice of cancellation if you have:

- (1) Replaced coverage elsewhere; or
- (2) Specifically requested termination.

- D. Paragraph 13. When We Do Not Renew of Section - III Conditions is replaced by the following:

NONRENEWAL

- 1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
- 2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First-class mail, if we have obtained from the post office a date-stamped proof of mailing showing the first Named Insured's name and address.
- 3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

**A. Paragraph 5. Cancellation of Section III -
Conditions is replaced by the following:**

5. Cancellation

- a.** The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b.** If this Policy has been in effect less than 60 days and is not a renewal or continuation policy we issued, we may cancel for any reason by mailing or delivering written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, provided that the cancellation becomes effective before the Policy has been in effect for 60 days.
- c.** If Paragraph **b.** does not apply, we may cancel only for one or more of the following

reasons:

- (1)** Nonpayment of premium. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 10 days' notice.
- (2)** There has been a substantial change in the risk assumed by us since the Policy was issued. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 30 days' notice.
- (3)** The Policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.

- (4)** Willful and negligent acts or omission by the insured have substantially increased the hazards insured against. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.
- (5)** Revocation or suspension of your driver's license or that of another operator who either resides in the same household or customarily operates the "auto". If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.
- (6)** You presented a claim based on fraud or material misrepresentation. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.

The written notice of cancellation will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this Policy.

- d.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

When We Do Not Renew

- a.** If we decide not to renew or continue this Coverage Part, we will mail to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

- b. If we offer to renew or continue and you do not accept, this Coverage Part will end on the expiration date of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- c. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Coverage Part will end on the effective date of that other insurance.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation or nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to Paragraph 1. Insuring Agreement of Section I - Coverages:

When we have a duty to defend, we will defend

the insured against any suit seeking those damages even if the allegations of the suit are groundless, false or fraudulent.

B. Paragraph 3. of Section II - Limits Of Insurance is replaced by the following:

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by the amount of judgments and settlements made for "injury or damage" covered under this insurance.

C. Section III - Conditions is revised as follows:

1. The following is added to Paragraph 3. Duties In The Event Of An Event, Claim Or Suit:

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

2. Paragraph 7. Maintenance Of/Changes To Controlling Underlying Insurance is replaced by the following:

Any "controlling underlying insurance" must be maintained in full effect throughout the policy period except for the exhaustion of the

aggregate limit in accordance with the provisions of "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

3. Paragraph **8.a. of Other Insurance** is replaced by the following:

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but

we will be entitled to the insured's rights against all those other insurers.

4. Paragraph **9.b. of Premium Audit** is replaced by the following:

- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

5. Paragraph **10. Loss Payable** is replaced by the following:

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been previously determined by a written agreement

among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

6. Paragraph **11. Legal Action Against Us** is replaced by the following:

11. Legal Action Against Us

- a. Except as provided in Paragraph **b.**, no person or organization has a right under this Coverage Part:

- (1) To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. With respect to a claim arising out of death or injury of any person, or arising out of injury to the economic interest of any person, as a result of the negligence in rendering expert, fiduciary or professional service, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice. However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

7. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- D.** The following provision is added:

It is hereby understood and agreed that, notwithstanding anything in this policy to the contrary, with respect to such insurance as is afforded by this policy, the terms of this policy, as respects coverage for operations in the State of New York, must conform to the coverage requirements of the applicable insurance laws of the State of New York or the applicable regulations of the New York Department of Financial Services; provided, however, that the company's limits of insurance, as stated in this policy, are excess of the limits of any underlying insurance or self-insurance, as stated in the Declarations, or in any attached endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following condition is added to **Section III - Conditions:**

Transfer Of Duties When A Limit Of Insurance Is Used Up

1. If we conclude that, based on "events", claims or suits which have been reported to us and to which this insurance may apply, the:

- a. Aggregate Limit; or
- b. Each Occurrence Limit;

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

2. When a limit of insurance described in Paragraph a. above has actually been used up in the payment of judgments or settlements:

- a. We will notify the first Named Insured, in writing, as soon as practicable, that:

(1) Such a limit has actually been used up; and

(2) Our duty to defend suits seeking damages subject to that limit has also ended.

- b. If we have a duty to defend we will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and suits seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and suits.

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or suit seeking damages that would have been subject to that limit, had it not been used up, if the claim or suit is reported to us after that limit of insurance has been used up.

- c. The first Named Insured, and any other insured involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such suit must be made as soon as practicable.

3. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2.b. above.

The duty of the first Named Insured to reimburse us will begin on:

- a. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph 1. above; or
 - b. The date on which we sent notice in accordance with Paragraph 2.a. above, if we did not send notice in accordance with Paragraph 1. above.
4. The exhaustion of any limit of insurance by the payment of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** If you are an individual and a covered auto you own is predominantly used for nonbusiness purposes, Paragraph **5. Cancellation of Section III - Conditions** is replaced by the following:

Ending This Policy

1. Cancellation

- a.** You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

- b.** When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will:

- (1)** Mail you at least 15 days' notice; and
- (2)** Inform you of the amount due.

Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days' notice.

- c.** When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:

- (1)** Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you of the amount due. If we cancel for this reason we will mail you at least 15 days' notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.

- (2)** Your driver's license or that of a driver who lives with you or customarily uses the covered auto has been suspended or revoked during the policy period, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we

cancel for this reason, we will mail you at least 20 days' notice.

- (3)** We replace this policy with another one providing similar coverages and the same limits for a covered auto of the private passenger type. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier. This paragraph applies only to renewal policies.

- (4)** This policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days' notice.

- (5)** Any insured made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days' notice.

If one of the reasons listed in this Paragraph c. exists, we may cancel the entire policy.

For policies written for a period of more than one year or without a fixed expiration date, we may cancel for the reasons in Paragraphs (1) through (5) above, subject to New York Laws, only at an anniversary of its original effective date. If we cancel such a policy, we will mail you at least 45 but not more than 60 days' notice.

- d. Instead of cancellation, we may condition continuation of this policy on a change of limits or elimination of any other coverage not required by law. If we do this, we will mail you notice at least 20 days before the date of the change.
- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- f. If this policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

2. Nonrenewal

- a. If this policy is written for a period of less than one year and we decide, subject to

New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.

- b. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12-month period following the effective date of the first of the successive policy periods in which the coverage was provided.
- c. We do not have to mail notice of non-renewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

3. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- B. For all policies other than those specified in Paragraph A. of this endorsement, Paragraph 5. **Cancellation of Section III - Conditions** is revised as follows:

- 1. Paragraphs a., b., c. and e. of Paragraph 5. **Cancellation of Section III - Conditions** are replaced by the following:

- a. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation Of Policies In Effect

(1) 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (a) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph i .b.(i)(c) or Paragraph i .b.(2) below.
- (b) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph (2) below.
- (c) 20 days before the effective date of cancellation if we cancel because one or more underlying policies providing primary or intermediate coverage were cancelled where:
 - (i) Such cancellation is based upon Paragraphs (2)(a) through (2)(h) below; and
 - (ii) Such policies are not replaced without lapse.

(2) For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

(a) Nonpayment of premium, provided,

however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation in the obtaining of

the policy or in the presentation of a claim;

(d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that

substantially and materially increases the hazard insured against, and which occurred

subsequent to inception of the current policy period;

(e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(f) Cancellation is required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision

(h) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered auto, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation; or

(i) Cancellation of one or more of the underlying policies providing primary or intermediate coverage where:

(i) Such cancellation is based upon Paragraphs **(a)** through **(h)** of this Paragraph **(2)**; and

(ii) Such policies are not replaced without lapse.

c. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

e. If this policy is cancelled, we will send the

first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the

refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

2. The following is added to Paragraph **5.**
of the Insurance Code;

Cancellation of Section III - Conditions:

- a. Regardless of the number of days this policy has been in effect, if:

- (1) This policy covers autos subject to the provisions of Section 370 (a) and (b) of the Vehicle and Traffic Law; and

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- (2) The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason;

we may cancel this policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.

- b. The effective date of cancellation stated in

the notice shall become the end of the policy period.

- c. Notice will include the reason for cancellation. We will mail or deliver our

notice to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

3. The following Conditions are added:

a. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph 3.c. below.

b. Conditional Renewal

If we conditionally renew this policy subject to:

- (1) A change of limits;
- (2) A change in type of coverage;
- (3) A reduction of coverage;
- (4) An increased deductible;
- (5) An addition of exclusion; or
- (6) Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss

rating, retrospective rating or audit; we will send notice as provided in Paragraph 3.c. below.

We may conditionally renew this policy subject to the requirements stipulated by the Maintenance Of Underlying Insurance condition of Section III - Conditions. In the event of failure to comply with the aforementioned condition as of the expiration date of the policy, or 60 days after mailing or delivering the notice of conditional renewal, the conditional renewal shall be deemed to be an effective notice of nonrenewal.

c. Notices Of Nonrenewal And Conditional Renewal

- (1) If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs 3.a. and 3.b. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 30 but not more than 120 days before:

- (a) The expiration date; or
- (b) The anniversary date if this is a continuous policy.

- (2) Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will include the specific reason(s)

- (3) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

- If we violate any of the provisions of Paragraph 3.c.(1), (2) or (3) above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

- (a) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel.

- (b) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

- (5) If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - (a) Upon expiration of the 60-day period, unless Subparagraph (b) below applies; or
 - (b) Notwithstanding the provisions in Paragraphs (4)(a) and (4)(b), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
 - (6) We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- 4. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **8.3.c.(4)** above.
 - 5. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.
- C. Paragraph 13. When We Do Not Renew of Section 111- Conditions** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph **5.b.** of the **Cancellation** Provisions of **Section III - Conditions** is replaced by the following:

b. Cancellation Requirements

(1) Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(a) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(a) Expiration of the policy term; or

(b) Anniversary date;
stated in the policy only for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under

this policy;

(iii) Increased hazard or material change in the risk assumed that could not

have been reasonably contemplated by the parties at the time of assumption of the risk;

(iv) Substantial breach of contractual duties, conditions or warranties that

(v) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(vi) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(vii) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in **G.S. 58-41-30**;

(viii) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(ix) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

(x) You fail to meet the requirements contained in our corporate charter, articles of incorporation or bylaws when we are a company organized for the sole purpose of providing

members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

materially affects the insurability of
the risk;

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- (4) We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

1. Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
 - (1) Expiration of the policy if this policy has been written for one year or less; or
 - (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.
- b. We need not mail or deliver the notice of nonrenewal if you have:
 - (1) Insured property covered under this policy, under any other insurance policy;

- (2) Accepted replacement coverage; or
- (3) Requested or agreed to nonrenewal of this policy.

- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

- a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
- b. State the reason or reasons for cancellation or nonrenewal.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES-CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- I. If you are an individual and a covered auto you own is of the private passenger type, and this policy covers six or less private passenger type autos:

- A. Paragraph **5. Cancellation of Section III - Conditions** is replaced by the following:

ENDING THIS POLICY

CANCELLATION

1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing written notice of cancellation at least 10 days before the effective date of cancellation.
3. When this policy is in effect 60 days or more or **is a** renewal or continuation policy, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium.
- b. You or any driver who either lives with you or customarily uses a covered auto has had his or her driver's license suspended or revoked during the policy period.

However, we may not cancel for this reason if the operator whose license is suspended or revoked is excluded from coverage under this policy.

- c. This policy has been written for a period of more than a year or without a fixed expiration date. We may cancel for this reason only at an anniversary of its original effective date.

- d. If the covered auto is:

- (1) So mechanically defective that its operation might endanger public safety;
- (2) Used in carrying passengers for hire or compensation; provided, however, that the use of an auto for a car pool is not use of an auto for hire or compensation;
- (3) Used in the transportation of flammables or explosives or for an illegal purpose;
- (4) An authorized emergency vehicle;
- (5) Altered by an insured during the policy period so as to substantially increase the risk.

- e. You move to a state where we are not licensed to do business.

- f. Failure to pay dues or fees where payment of the dues or fees is a prerequisite to obtaining or continuing automobile insurance coverage.

- g. A determination by the Commissioner that the continuation of the policy would place us in violation of the law or would be hazardous to the interests of policyholders, creditors, or the public.





- (e) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (f) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;
- (g) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws;
- (h) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at 62 years of age or older or to any person who is disabled according to social security standards; or

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

- (1) 10 days before the effective date of cancellation for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation for any other reason.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs **b.(2)(a)** through **(h)** above.

If we cancel for a reason listed in Paragraphs **b.(2)(a)** through **(h)** above, the notice of cancellation will state our reasons for cancellation.

- C. We will mail our notice, by first-class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
- D. Paragraph **13. When We Do Not Renew** of **Section III - Conditions** is replaced by the following:

WHEN WE DO NOT RENEW

- 1. If we elect not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least 30 days prior to the expiration date of the policy. The notice of nonrenewal will state our reason for nonrenewal.
- 2. We will mail our notice, by first-class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
- 3. We need not mail or deliver this notice if you have:
 - a. Insured elsewhere;
 - b. Accepted replacement coverage; or
 - c. Requested or agreed to nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, Paragraph **5. Cancellation of Section III - Conditions** is replaced by the following:
- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 - 2.** We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:
 - a.** Nonpayment of premium;
 - b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
 - c.** Discovery of a moral hazard or willful or reckless acts or omissions on your part

which increases any hazard insured against;
 - d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
 - e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
 - f.** Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
 - g.** A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
 - 3.** We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
 - 4.** We will mail the notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - b.** 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.
 - 5.** The notice of cancellation will:
 - a.** State the effective date of cancellation. The policy period will end on that date.
 - b.** Contain the date of the notice and the policy number, and will state the reason for cancellation.
 - 6.** Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. Paragraph 13. When We Do Not Renew of Section 111- Conditions is replaced by the following:

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph **5.b.** of the **Cancellation** provisions of **Section III - Conditions** is replaced by the following:

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice

of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (a)** Nonpayment of premium;
- (b)** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (c)** Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (d)** The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (e)** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (f)** A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(g) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(h) Loss of or substantial changes in applicable reinsurance.

B. Paragraph **13. When We Do Not Renew of Section III - Conditions** is replaced by the following:

NONRENEWAL

- 1.** If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:
 - a.** The expiration date of this policy; or
 - b.** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- 3.** If notice is mailed:
 - a.** It will be considered to have been given to the first Named Insured on the day it is mailed.
 - b.** Proof of mailing will be sufficient proof of notice.
- 4.** If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- 5.** We will **not** provide notice of nonrenewal if:
 - a.** We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - b.** You have obtained replacement coverage or have agreed in writing to obtain replace-

ment coverage.

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6. If we have provided the required notice of nonrenewal as described in **8.1.**, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

C. The following provision is added to **Section III - Conditions:**

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
2. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - a. The expiration date of this policy; or
 - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
3. If notice is mailed:
 - a. It will be considered to have been given to the first Named Insured on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.
4. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

5. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

- a. 45 days after notice is given; or
 - b. The effective date of replacement coverage obtained by the insured;
- whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

6. We will **not** provide notice of the following:

- a. Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
- b. Changes which are based upon the altered nature or extent of the risk insured; or
- c. Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to Paragraph **1.a. Insuring Agreement of Section I - Coverages** and applies to any other provision in the policy that sets forth a duty to defend:

If we initially defend an insured or pay for an insured's defense but later determine that none of the claims, for which we provided a defense or defense costs, are

covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES- CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5. Cancellation of Section III – Conditions is replaced by the following:

- 1.** The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a.** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e.** Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f.** Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4.** We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first-class mail. Proof of mailing will be sufficient proof of notice.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first-class mail. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5. Cancellation of Section III - Conditions is amended as follows:

1. Paragraphs b., c., e. and f. are replaced by the following:

b. We may cancel this Policy by giving,

mailing or delivering to the first Named Insured and the insurance producer of record, if any, written notice of cancellation at least:

(1) 10 days before the effective date of

cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of

cancellation if we cancel for any other reason.

If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;**
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the Policy, continuing the**

Policy, or in presenting a claim under the Policy;

(3) Activities or omissions on your part

which increase any hazard insured against, including a failure to comply

with loss control recommendations;

(4) Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure

due to regulation, legislation, or court decision;

(5) Loss or decrease of our reinsurance

covering all or part of the risk or exposure covered by the Policy;

(6) Determination by the Commissioner of Insurance that the continuation of the Policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;

(7) Owner or occupant incendiarism;

(8) Violation or breach by you of any policy terms or conditions;

(9) Constructive or actual total loss of the Covered Property; or

(10) Such other reasons as may be approved by the Commissioner of Insurance.

c. We will give, mail or deliver written notice to the first Named Insured at the address shown on the Policy, and to the insurance producer of record, if any.

e. If this Policy is cancelled, we will send the first Named Insured any premium refund due.

The cancellation will be effective even if we have not made or offered a refund.

The following provisions govern calculation

of return premium:

(1) We will compute return premium pro

rata and round to the next higher whole dollar when this Policy is:

(a) Cancelled at our request;

(b) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(c) Cancelled and rewritten by us or a member of our company group;

(d) Cancelled after the first year, if it is a

prepaid policy written for a term of more than one year; or

(e) Cancelled by us at the request of a premium finance company upon default of the first Named Insured, when this Policy is financed under a premium finance agreement.

(2) When this Policy is cancelled at your request (except when Paragraph (1)(b), (1)(c) or (1)(d) applies), we will return

90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year

prepaid policy, we will return the full annual premium for the subsequent

years.

f. Proof of giving, mailing or delivering notice

of cancellation will be sufficient proof of notice.

2. The following is added to Paragraph 5. **Cancellation of Section III - Conditions:**

We will provide you with the reason or reasons for cancellation if:

1. You request in writing a statement of the reasons for cancellation; and
2. You agree in writing to hold us harmless from liability for any:
 - (a) Communication giving notice of, or specifying the reasons for, cancellation; or

(b) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph A.1.b. above.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

13. When We Do Not Renew

a. If we elect not to renew this Policy, we will give, mail or deliver to the first Named Insured and

the insurance producer of record, if any, written notice of nonrenewal at least 60 days before:

- (1) The expiration date of the Policy; or
- (2) An anniversary date of the Policy, if the

policy is written for a term longer than one year or with no fixed expiration date.

b. However, we need not give, mail or deliver this notice if:

- (1) We have offered to issue a renewal policy; or
- (2) The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

If notice of nonrenewal is mailed to the insured we shall forward the notice of nonrenewal to the last known address of the first Named Insured by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraphs b., c. and d. of Paragraph 5. Cancellation of Section 111- Conditions are replaced by

the following:

b. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

If this policy is canceled during the first 60 days, and is not a renewal or a continuation policy, the cancellation will be effective only on or after the 61st day of the policy period.

B. The following is added to Paragraph 5. Cancellation of Section III - Conditions:

g. Cancellation Of Policies In Effect For 120 Days Or More

If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

(4) Substantial breaches of contractual duties, conditions or warranties; or

(5) Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted

in this Item **(5)**, we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

C. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

WHEN WE DO NOT RENEW

1. We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.

2. If we decide not to renew this policy, we will:

a. Mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, before:

(1) The expiration date of this policy, if the policy is written for a term of one year or less; or

(2) An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term; and

b. Provide at least:

(1) 60 days' notice of nonrenewal, when nonrenewal is to become effective be-

tween November 1 and May 31; or

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- (2) 90 days' notice of nonrenewal, when nonrenewal is to become effective between June 1 and October 31.
- 3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 4. Any notice of nonrenewal will state the precise reason for nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The **Legal Action Against Us** Condition (Section III - Conditions) is replaced by the following:

Legal Action Against Us

No person or organization has a right under this Coverage Part to join us as a party or otherwise bring us into a suit asking for damages from an insured.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph **b.** of the **Cancellation** provisions of **Section III - Conditions** is replaced by the following:

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice

of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be

issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;
- (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
- (5) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;

(7) Your violation or breach of any policy terms or conditions; or

(8) Such other reasons as are approved by the director of insurance.

B. Paragraph **13. When We Do Not Renew of Section III - Conditions** is replaced by the following:
NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 60 days before:
 - a. The expiration date; or
 - b. The anniversary date if this is a continuous policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES- CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5.e. of the **Cancellation** Provisions of **Section III - Conditions** is replaced by the following:

e. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

- (1) We cancel; or
- (2) The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first

Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to Paragraph 5. **Cancellation of Section III - Conditions**:

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
- (2) Your conviction of a crime increasing any hazard insured against;
- (3) Discovery of fraud or material misrepresentation on the part of either of the following:
 - (a) You or your representative in obtaining this insurance; or
 - (b) You in pursuing a claim under this policy;
- (4) Failure to comply with written loss control

(5) Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

(6) Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

(7) Your violation or breach of any policy terms or conditions; or

(8) Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

C. Paragraph 13. **When We Do Not Renew of Section III - Conditions** is replaced by the following: recommendations;

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:
 - a. We have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
2. Any notice of nonrenewal will be mailed

or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to Section III - Conditions:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5.b. of the Cancellation Provisions of Section III - Conditions is replaced by the following:

b. We may cancel this policy:

- (1)** By mailing or delivering to the first Named Insured written notice of cancellation,
- stating the reason for cancellation, at least 10 days before the effective date of cancellation. However, if this policy covers a
- condominium association, and the
- condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to

each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

- (2)** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 :

- (a)** If this policy has been in effect for 60 days or less, we may cancel for any

reason except, that under the provisions of the Texas Insurance Code, we may

not cancel this policy solely because the policyholder is an elected official.

- (b)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we

may cancel only for one or more of the

following reasons:

- (i) Fraud in obtaining coverage;
(ii) Failure to pay premiums when due;

- (iii) An increase in hazard within the control of the insured which would produce an increase in rate;

- (iv) Loss of our reinsurance covering all

or part of the risk covered by the policy; or

- (v) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the

supervisor, conservator or receiver.

- (3)** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:

- (a)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.

- (b)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:

- (i) If the first Named Insured does not pay the premium or any portion of the premium when due;

- (ii) If the Texas Department of Insurance determines that

continuation of this policy would result in violation of the Texas

Insurance Code or any other law governing the business of insurance in Texas;

- (iii) If the Named Insured submits a fraudulent claim; or

- (iv) If there is an increase in the hazard

within the control of the Named Insured which would produce and increase in rate.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This Paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
 - a. The first Named Insured; and
 - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.We will mail or deliver such notice to each last mailing address known to us.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** Except with respect to covered autos, Paragraph **3. Duties In The Event Of An Event, Claim Or Suit of Section III - Conditions** is amended to include:
- Notice to our authorized representative is notice to us.
- B.** The following is added to Paragraph **5. Cancellation of Section 111- Conditions**:
- g.** If this policy has been in effect for more than 60 days or if this is a renewal of a policy we insured, we may cancel this policy only for one or more of the following reasons:
- (1)** Nonpayment of premium;
 - (2)** Material misrepresentation;
 - (3)** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
 - (4)** Substantial breaches of contractual duties, conditions or warranties.
- If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.
- h.** When a policy of commercial automobile insurance is "controlling underlying insurance" under this Coverage Part, the following applies in addition to the provisions of Paragraph **g.** above:
- We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a covered auto, is suspended or revoked.
- i.** Notice of cancellation must be delivered or mailed by first-class mail.
- C.** Paragraph **11. Legal Action Against Us of Section III - Conditions** does not apply.
- D.** Paragraph **13. When We Do Not Renew of Section III - Conditions** is replaced by the following:
- NONRENEWAL**
- 1.** If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
 - 2.** We need not mail this notice if:
 - a.** You have accepted replacement coverage;
 - b.** You have requested or agreed to nonrenewal; or
 - c.** This policy is expressly designated as nonrenewable.
 - 3.** If notice is mailed, proof of mailing is sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5. Cancellation of Section III - Conditions is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. **Cancellation Of Policies In Effect For Less Than 60 Days**

If this Policy has been in effect for less than 60 days and this Policy is not a renewal of a policy we issued, we may cancel this Policy by:

- a. Giving at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering at least 45 days' notice prior to the cancellation date for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. **Cancellation Of Policies In Effect For 60 Days Or More**

If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this Policy or in the presentation of claims under this Policy;

- c. Violation of any provisions of this Policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the Commissioner of Insurance.

If we cancel this Policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is deleted.

The following conditions are added to **Section III - Conditions**:

1. When We Do Not Renew

- a. We may elect not to renew this Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:
 - (1) Expiration of the Policy; or
 - (2) Anniversary date of this Policy if this Policy has been written for a term of more than one year.
- b. This provision does not apply:
 - (1) If we have indicated a willingness to renew;
 - (2) In case of nonpayment of premium;
 - (3) If you do not pay any advance premium required by us for renewal; or
 - (4) If any property covered in this Policy is insured under any other insurance policy.

2. Renewal

a. If we:

- (1) Elect to renew this Policy; and
- (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this Policy; and the premium at which this Policy will be renewed.

- b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner, whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 1.a. in Section I - Coverages is replaced by the following:

1. Insuring Agreement

- a.** We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which coverage provided by this insurance applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage", even if the suit is groundless, false or fraudulent, when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section II - Limits Of Insurance; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

B. Paragraph 2.c. in Section II - Limits Of Insurance is replaced by the following:

- c.** Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event". However, if the sum of the "ultimate net loss" results from the ownership, maintenance or use of covered autos and more than one covered auto is involved in the same "event", the Each Occurrence Limit will apply separately for each of these covered autos.

C. Paragraph 1. in Section III - Conditions is replaced by the following:

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. Except for postjudgment interest, in no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II - Limits Of Insurance.

- D. Only with respect to liability arising out of the ownership, maintenance or use of covered autos, Paragraph **3.c.(3) in Section III - Conditions** is replaced by the following:

3. Duties In The Event Of An Event, Claim Or Suit

c. You and any other involved insured must:

- (1) Cooperate with us in the investigation or settlement of the claim or defense against the suit. The insured will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages; and

- E. The following is added to **Section III - Conditions**:

Additional Requirements With Respect To Self-Insurance

If self-insurance for automobile liability coverage is listed in the Declarations under the Schedule of "controlling underlying insurance", you must be a qualified self-insured in accordance with any applicable requirements of the Virginia Division of Motor Vehicles.

- F. Paragraph **6. in Section IV - Definitions** is replaced by the following:

6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlements or judgments.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- I. If you are an individual and a covered auto you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance including, but not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered auto; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then:
- A. The following replaces Paragraph 5.
- c. You or your attorney-in-fact has notified us that you have changed your legal residence to a state other than Virginia and your covered auto will be principally garaged in your new state.
- d. We replace this Policy with another one providing similar coverages and the same limits for the covered auto. The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.

Cancellation of Section III - Conditions: Cancellation

1. You or your attorney-in-fact may cancel the Policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.
2. We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:
- a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:
- a. Nonpayment of premium.
- b. Your driver's license or that of a driver who lives with you or customarily uses the covered auto has been suspended or revoked during the policy period or, if the Policy is a renewal, during its policy period or the 90 days immediately preceding the
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:
- a. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
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- (1) At our
- (2) request;
- (3) Because
- (1) you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- And rewritten by us or a member of our company group; or
- After the first year, if it is a prepaid policy written for a term of more than one year

- b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent

years. In addition, earned premium will not be less than our policywriting

minimum premium.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

When We Do Not Renew

1. If we decide not to renew or continue this Policy, we will mail the first Named Insured shown in the Declarations notice at least 45 days before the end of the policy period. If the Policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six-month period following its original effective date.
2. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Mailing Of Notices

1. Any notice of cancellation or nonrenewal will be mailed in accordance with Virginia Law to the first Named Insured's last known address. However, we may deliver any

notice instead of mailing it.

2. The notice of cancellation or nonrenewal will state the specific reason(s) for or cancellation nonrenewal, except when a

policy is being cancelled or nonrenewed for

D. Additional Definitions

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing

prearranged transportation services for compensation.

- II. For all other circumstances not described in Paragraph I., the following conditions apply:

A. Paragraphs a. and b. of 5. Cancellation of

Section III - Conditions are replaced by the following:

- a. You or your attorney-in-fact may cancel the Policy by mailing or delivering to us

advance written notice of the date cancellation is to take effect.

- b. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason(s) for cancellation, at least:

- (1) 15 days before the effective date if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason.

B. Paragraph c. of 5. Cancellation of Section III - Conditions does not apply.

C. Paragraph e. of 5. Cancellation of Section III - Conditions is replaced by the following:

- e. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be

effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

- (1) We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:

nonpayment of premium.

(a) At our request;

- (b) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- (c) And rewritten by us or a member of our company group; or
- (d) After the first year, if it is a prepaid policy written for a term

of more than one year.

- (2) When this Policy is cancelled at your request (except when Paragraph (1)(b), (1)(c) or (1)(d) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

D. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

When We Do Not Renew

- a. We may nonrenew the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of nonrenewal, stating the reason for nonrenewal, at least:

- (1) 15 days before the expiration date of the Policy if we nonrenew for nonpayment of premium; or

- (2) 45 days before the expiration date of the Policy if we nonrenew for any other reason.

- b. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation

premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed in accordance with Virginia Law to the first Named Insured's last known address. However, we may deliver any notice instead of mailing it.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. Paragraph 4. First Named Insured Duties of Section III - Conditions is replaced by the following:**

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations

and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued

endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

- B. Paragraph 5. Cancellation of Section III - Conditions is replaced by the following:**

5. Cancellation

- a.** The first Named Insured shown in the

Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- (1) Written notice by mail, fax or email;
- (2) Surrender of the policy or binder; or

- (3) Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- (1) The date on which notice is received or the policy or binder is surrendered; or
- (2) The date of cancellation requested by the first Named Insured.

- b.** We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker

written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraph c. below.

- c.** If:

- (1) You are an individual;
- (2) A covered auto you own is of the private passenger type; and
- (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- (1) At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
At least 20 days before the effective date
- (3) of cancellation for other than nonpayment if the policy is in effect 30 days or more; or

(4) At least 20 days before the effective

date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during the policy period.

- d. We will also mail or deliver to any mortgageholder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. This notice will be the same as that mailed or delivered to the first Named Insured.
- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- f. If this policy is cancelled, we will send the first Named Insured any premium refund

due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:

If:

- (i) You are an individual;
- (2) A covered auto you own is of the private passenger type;
- (3) The policy does not cover garage,

automobile sales agency, repair shop,

service station or public parking place
operations hazards; and

- (4) The first Named Insured cancels;

the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraph 6. Changes of Section III -

Conditions is replaced by the following:

6. Changes

The Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Part.

- D. Paragraph 9.b. of the **Premium Audit Provisions** of **Section III - Conditions** is replaced by the following:

- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The rating basis and rate upon which the premium is determined is dependant on the

applicable "controlling underlying insurance". The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is

greater than the earned premium, we will return the excess to the first Named Insured.

- E. Paragraph 13. **When We Do Not Renew** of **Section III - Conditions** is replaced by the

following:

13. Nonrenewal

We may elect not to renew this Coverage Part by mailing or delivering written notice of

nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgageholder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the Coverage Part; or

- b.** Anniversary date of this Coverage Part if this Coverage Part has been written for a term of more than one year.

Otherwise, we will renew this Coverage Part unless:

- a.** The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the

first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;

- b.** Other coverage acceptable to the insured has been procured prior to the expiration date of the Coverage Part; or

- c.** The Coverage Part clearly states that it is not renewable and is for a specific line,

subclassification or type of coverage that is not offered on a renewable basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to Paragraph **1.a. Insuring Agreement of Section I - Coverages** and applies to any other provision in the policy that sets forth a duty to defend:

If we initially defend an insured or pay for an insured's defense but later determine that none of the claims for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES - CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. If you are an individual and a covered auto you own is of the private passenger type:
1. Paragraph 5. **Cancellation of Section III - Conditions** is replaced by the following:
Cancellation
 - a. You may cancel the Policy by mailing or delivering to us advance written notice of cancellation
 - b. When this Policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to you, within this period, written notice of cancellation. If we cancel for nonpayment of premium, we will mail or deliver to you at least 10 days' written notice of cancellation. If we cancel for any other reason, we will mail or deliver to you at least 30 days' written notice of cancellation.
 - c. When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail or deliver to you at least 14 days' written notice. If we cancel for any other reason, **we will** mail or deliver to you at least 30 days' written notice.
 - (1) Nonpayment of premium.
 - (2) Material misrepresentation in obtaining this Policy.
 - (3) The insured violates any of this Policy's material terms and conditions.
- (4) You or any driver who lives with you or customarily uses the covered auto:
 - (a) Has had his or her driver's license suspended or revoked during the policy period. However, this provision does not apply if that operator is under the age of 21 and had his or her license suspended for 60 days because of an alcohol concentration in the blood of two hundredths of one percent or more, by weight, but less than eight hundredths of one percent, by weight.
 - (b) Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate testifying to his ability to operate a motor vehicle.
 - (5) You or any driver who lives with you or customarily uses the covered auto is convicted of or forfeits bail during the policy period for any of the following:
 - (a) Any felony or assault involving the use of a motor vehicle.
 - (b) Negligent homicide arising out of the operation of a motor vehicle.
 - (c) Operating a motor vehicle while under the influence of intoxicating liquor or of any narcotic drug.
 - (d) Leaving the scene of a motor vehicle accident in which that person is involved without reporting as required by law.

- (e) Theft of a motor vehicle or the unlawful taking of a motor vehicle.
 - (f) Making false statements in an application for a motor vehicle operator's license.
 - (g) A third moving violation, committed within a period of 12 months, each of which results in three or more points being assessed on the operator's record by the Division of Motor Vehicles, whether or not we renewed the Policy without knowledge of all such violations.
- (6) We replace this Policy with another one providing similar coverages and the same limits for the covered auto. The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d. But if this Policy has been written for a period of more than a year or without a fixed expiration date, we may cancel only at an anniversary of its original effective date.
 - e. If this Policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.
 - f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
2. Paragraph 13. **When We Do Not Renew** of Section III - **Conditions** is replaced by the following:
- When We Do Not Renew**
- a. If we decide not to renew or continue this Policy, we will mail or deliver to you written notice at least 45 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.
- b. For policies that have been in effect for two consecutive years or longer, we will have the right not to renew or continue this Policy if:
 - (1) One of the reasons (other than (5)(g)) as listed in Paragraph c. of Cancellation exists. However, with respect to Paragraph (4)(a), we will have the right not to renew or continue this Policy if you, or any drivers who live with you or customarily use the covered auto, have had a suspended or revoked driver's license during the policy period.
 - (2) You or any other driver who lives with you or customarily uses your covered auto:
 - (a) Is convicted of or forfeits bail during the policy period for:
 - (i) Two or more moving violations, committed within a period of 12 months.
 - (ii) Two or more moving violations, committed within a period of 24 months, each of which occurs on or after July 1, 2004, and after the date that we made an election pursuant to W. Va. Code § 33-6A-4b; and results in three or more points being assessed on the operator's record by the Division of Motor Vehicles, whether or not we renewed the Policy without knowledge of all such violations.
 - (iii) A second at-fault motor vehicle accident within a period of 12 months.
 - (iv) A second at-fault motor vehicle accident within a period of 36 months, which occurs on or after July 1, 2004, and after the date that we made an election pursuant to W. Va. § 33-6A-4b; and results in a claim paid by us for each accident, whether or not we renewed the Policy without knowledge of all such accidents.

- (b) Is or becomes subject to a physical or mental condition that prevents the insured from operating a motor vehicle, and the individual cannot produce a certificate from a physician testifying to his or her ability to operate a motor vehicle.
 - (3) You or any other driver has had a second at-fault motor vehicle accident within a period of 12 months, whether or not we renewed the Policy without knowledge of all such accidents.
 - c. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
 - d. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.
3. The following condition is added:

Mailing Notices

We will mail or deliver any notice of cancellation or nonrenewal to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

- B. For all other circumstances not described in Paragraph A. above:

Paragraph 13. **When We Do Not Renew** of Section III - **Conditions** is replaced by the following:

When We Do Not Renew

- a. If we decide not to renew or continue this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice at least 45 days before the end of the Policy.
- b. If we fail to mail or deliver proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.
- c. Any notice of nonrenewal will be mailed or delivered to your **last** known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

CHANGES IN CONDITIONS

1. The following is added to Condition 3. **Duties In The Event Of An Event, Claim Or Suit of Section III - Conditions**

In the event of an "event", claim, suit or loss, you must give us or our authorized representatives notice as soon as reasonably possible of the occurrence or loss.

2. The following is added to Paragraph 6. **Changes in Section III - Conditions:**

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

3. Paragraph 11. **Legal Action Against Us Condition of Section 111- Conditions** does not apply.

4. **Conformity To Statute Or Rule**

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Section 227.11(2) and published in the Wisconsin Administrative Code.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph 5.b. of the Cancellation provision of Section III - Conditions is replaced by the following:

- b.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **g.** below, we may cancel this policy only for one or more of the following reasons:

- (1)** The policy was obtained by material misrepresentation;
- (2)** There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- (3)** There have been substantial breaches of contractual duties, conditions or warranties; or
- (4)** Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to Paragraph 5. Cancellation of Section III- Conditions:

g. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

1. Nonrenewal

- a.** If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1)** You have insured elsewhere;
- (2)** You have accepted replacement coverage;
- (3)** You have requested or agreed to nonrenewal of this policy;
- (4)** This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or
- (5)** This policy is expressly designated as nonrenewable.

- b.** We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

- (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
- (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first-class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **a.** of the Cancellation Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **a.** of the Cancellation Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

D. Special Provision - Cancellation And Nonrenewal

When a policy of commercial automobile insurance is "controlling underlying insurance" under this Coverage Part, the following applies:

We will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** The following is added to Paragraph **1. Insuring Agreement of Section I - Coverages** and applies to any other provision in the policy that sets forth a duty to defend:

If we initially defend an insured or pay for an insured's defense but later determine that none of the claims, for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

- B.** The following is added to Paragraph **1.a.(2) of the Insuring Agreement of Section I - Coverages**:

The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

- C.** The following is added as the final full paragraph of Paragraph **1. Insuring Agreement of Section I - Coverages**:

"Injury or damage" includes prejudgment interest awarded against the insured.

- D.** Paragraph **5.b.** of the **Cancellation Provisions of Section III - Conditions** is replaced by the following:

b. Cancellation Of Policies In Effect

(1) Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (b)** 30 days before the effective date of cancellation if we cancel for any other reason.

(2) 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (a)** Nonpayment of premium
(b) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.
(c) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.
(d) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, **we will** mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation stating the reason for cancellation at least:

- (i)** 10 days before the effective date of cancellation if cancellation is for the reason stated in **(2)(a)** above; or
(ii) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **(2)(c) or (d)** above.

- E.** The following is added to Paragraph **5. Cancellation of Section III - Conditions**:

If we cancel this policy in accordance with Paragraph **b.** of the **Cancellation Condition**, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

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F. Paragraph 13. When We Do Not Renew of Section III - Conditions is replaced by the following:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:
 - a. The expiration date; or
 - b. The anniversary date if this is a continuous policy.

2. Notice of nonrenewal will state the reason for nonrenewal.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
Exclusions:

2. Exclusions

NUCLEAR ENERGY LIABILITY

a. Under any Liability Coverage, to "injury or damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to property damage to such "nuclear facility" and any property thereat.

c. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

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- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Injury or damage" includes all forms of radioactive contamination of property.

WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
 - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

- a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:
- a. You are an individual;
 - b. A covered auto you own is of the "private passenger type"; and
 - c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;
- we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:
- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
 - c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
 - d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph **A.3.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph **A.3.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

7. If this policy is cancelled, **we will** send the first Named Insured any premium refund due. If **we** cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:

- a. For Division Two - Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.

b. If:

- (1) You are an individual;
- (2) A covered auto you own is of the "private passenger type";
- (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
- (4) The first Named Insured cancels;

the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in **excess** of \$500.

The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice

B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspection And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections surveys reports or recommendations
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal stating the reasons for nonrenewal to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
 - a. Expiration of the policy; or
 - b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
 - b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
 - c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.
2. If:
 - a. You are an individual;
 - b. A covered auto you own is of the "private passenger type"; and
 - c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.**:

- a.** We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will** not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c.** If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES- CANCELLATION

The provision in the Cancellation Condition which indicates that proof of mailing will be sufficient proof of notice is deleted.

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

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EX 00 03 05 21

FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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EX 00 03 05 21

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

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ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

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ARKANSAS FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of de- frauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

HAWAII FRAUD STATEMENT

Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

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IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

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LOUISIANA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT -APPLICATION

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW JERSEY FRAUD STATEMENT-CLAIM FORM

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

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NEW MEXICO FRAUD STATEMENT

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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OKLAHOMA FRAUD STATEMENT

WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A.** The misinformation is material to the content of the policy;
- B.** We relied upon the misinformation; and
- C.** The information was either:
 - 1.** Material to the risk assumed by us; or
 - 2.** Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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TENNESSEE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VIRGINIA FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following: COMMERCIAL

LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.



COMMERCIAL LIABILITY UMBRELLA
EX 00 99 05 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion 2.t. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

applies, this exclusion does not apply to damages because of "bodily injury".

2. Exclusions

This insurance does not apply to:

**t. Access Or Disclosure
Of Confidential Or
Personal Information
And Data-related
Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of

Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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COMMERCIAL LIABILITY UMBRELLA
EX 01 00 05 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PERSONAL AND ADVERTISING INJURY DEFINITION

This endorsement modifies insurance provided under the following: COMMERCIAL

LIABILITY UMBRELLA COVERAGE PART

With respect to **Coverage B Personal And Advertising Injury Liability**, Paragraph 14.e. of the **Definitions** section does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- B.** The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "bodily injury" or "property damage".

2. Exclusions

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "personal and advertising injury".



COMMERCIAL LIABILITY UMBRELLA
EX 01 02 05 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following: COMMERCIAL

LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying

insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria

contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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COMMERCIAL LIABILITY UMBRELLA
EX 01 03 05 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following: COMMERCIAL

LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, expo-

sure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2., **Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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COMMERCIAL LIABILITY UMBRELLA
EX 01 04 05 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following: **COMMERCIAL**

EX 00 03 05 21

LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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COMMERCIAL LIABILITY UMBRELLA
EX 01 05 05 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

EX 00 03 05 21

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion i. under Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".