

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL CYBER INSURANCE POLICY**

**A.** Paragraphs **b.** and **c.** of the **Cancellation** Condition in **Section VI – 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 any "insured" or its representative in:
  - (i)** Obtaining this insurance; or
  - (ii)** 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 issued and due during the current policy term covering the same risks.

**(b)** Discovery of fraud or material misrepresentation by any "insured" or its representative in:

- (i)** Obtaining this insurance; or
- (ii)** 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 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.

(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. The following is added to **Section VI – Conditions** and supersedes any other provision to the contrary:

**Nonrenewal**

1. Subject to provisions of Paragraph B.2. below, 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 time frames 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%.