



## DEFENSE COVERAGE NOTICE - ARKANSAS

On behalf of the **Insured**, I hereby acknowledge and understand that as provided by the Policy: (1) **Defense Costs** are subject to the Retention provided in the Declarations Page and (2) **Defense Costs**, which are part of and not in addition to the Limit of Liability provided in the Declarations Page, shall reduce the Limit of Liability and may exhaust it completely. Should that occur, the **Insured** shall be liable for any further **Loss** including **Defense Costs**.

\_\_\_\_\_  
Authorized Officer of **Insured**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## AMEND NOTICE - ALASKA

In consideration of the premium paid, it is understood and agreed that Section **VII. NOTICE**, subparagraph A. is deleted in its entirety and replaced as follows:

- A. If a **Claim** is made against any **Insured**, the **Insured** shall, as soon as practicable, notify the Insurer during the current **Certificate Period** and forward to the Insurer every demand, notice, summons, or other process received. The limits of insurance for the **Certificate Period** in effect on the date the **Claim** is reported to the Insurer shall apply.

In addition, in the event of cancellation or non-renewal of the **Certificate of Insurance**, the **Insured**, may report **Claims** made against the **Insured** during the **Certificate Period** or within 60 days immediately following the cancellation or non-renewal of such **Certificate of Insurance**.

In no event, however, shall the Insurer be responsible to pay any **Loss** in connection with any default judgment entered against an **Insured** prior to notice to the Insurer or as a result of untimely notice to the Insurer nor shall the Insurer be responsible to pay any **Loss** in connection with any **Claim** in which the Insurer's interests have been prejudiced because of the **Insured's** failure to supply timely notice to the Insurer.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### ALASKA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is canceled, the Insurer will return any premium refund due.

If the **Named Insured** cancels, the refund will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium.

##### 2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** for any underwriting reasons. The Insurer will provide the following notice requirements:

###### a. 20 days notice if cancellation is because of:

- (1) nonpayment, or
- (2) failure or refusal of the **Named Insured** to provide the information necessary to confirm the exposure or necessary to determine the **Certificate of Insurance** premium.

###### b. 10 days notice if cancellation is because of:

- (1) conviction of the **Insured** of a crime having one of its elements an act increasing a hazard insured against, or
- (2) 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 **Certificate of Insurance**.

###### c. 60 days notice - all other reasons.

All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation. The Insurer will obtain a United States Post Office certificate of mailing for each notice.

If the Insurer cancels, the Insurer will return, as the refund, the pro rata unearned premium to the **Named Insured** or, if applicable, to the premium finance company before the effective date of cancellation. Except that unearned premium will be returned to the **Named Insured** within forty-five (45) days after notice of cancellation is given, if cancellation is for:

1. nonpayment, or
2. conviction of the **Insured** of a crime having one of its elements an act increasing a hazard insured against, or
3. 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 **Certificate of Insurance**, or
4. failure or refusal of the **Insured** to provide the information necessary to confirm the exposure or necessary to determine the **Certificate of Insurance** premium.



3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

4. Notice

A forty-five (45) day written notice is required:

- a. In the event of a premium increase of more than 10% that is for a reason other than an increase in coverage or exposure; or
- b. A material restriction or reduction in coverage that the **Named Insured** did not request.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**CANCELLATION AND NON-RENEWAL ENDORSEMENT  
ALABAMA**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The **Named Insured's Certificate of Insurance** may be canceled for any sound underwriting reason. However, no insurer may cancel a risk except by the application of standards which are reasonably related to the insurer's economic and business purposes.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### ARKANSAS

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days by mailing notice of cancellation at least twenty (20) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation;
- (3) Any **Insured** violated the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) Violation of code or laws that increases any hazard insured against.

The Insurer must mail notice of cancellation at least twenty (20) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

c. If the Insurer cancels for non-payment of premium, the notice shall state the reason for cancellation.

d. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

##### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### ARIZONA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named insured** at the last mailing address known to the Insurer.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation;
- (3) Any **Insured** violated the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) Loss of reinsurance;
- (6) Determination by the Director that continuation of the **Certificate of Insurance** could place the insurer in violation of Arizona law or jeopardize the insurer's solvency;
- (7) Acts or omissions by the **Insured** which materially increase the hazard insured against;
- (8) Conviction of a Crime.

The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.





This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### CALIFORNIA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, fraud or material misrepresentation, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation;
- (3) The **Insured** violated the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) Certification to the Commissioner of loss of reinsurance;
- (6) Determination by the Commissioner that continuation of the **Certificate of Insurance** could place insurer in violation of law and threaten the insurer's solvency;
- (7) Discovery of willful or grossly negligent acts or omissions or violations of state laws.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, fraud or material misrepresentation, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

c. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

##### 3. Non-Renewal by us

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to us, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT COLORADO

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to those **Named Insureds** under this Policy, who are residents of or practice in Colorado, the Policy is amended as follows:

### Cancellation/Nonrenewal

#### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

#### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) **Certificate of Insurance** obtained through material misrepresentation;
- (3) The risk originally accepted has measurably increased.

The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium the notice will specify that as the reason for cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

#### 3. Non-Renewal by the Insurer

The Insurer have the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

#### 4. Changes

If the renewal of the **Named Insured's Certificate of Insurance** will be subject to an increase in premium or a reduction in coverage, the Insurer will provide written notice to the **Named Insured** of our intention to increase premium or reduce coverage, including the reason, at the last mailing address known to the Insurer at least forty-five (45) days before the effective date.

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

- a. non-payment of premium;
- b. a false statement knowingly made by the **Insured** on the application for insurance; or,



- c. a substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the **Certificate of Insurance** unless the **Named Insured** has notified the Insurer of the change and the Insurer accepts such change.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### CONNECTICUT

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

- a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least ninety (90) days prior to the effective date of such cancellation.
- b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more or is a renewal of a **Certificate of Insurance** issued by the Insurer, it may be canceled only for one of the following reasons:

- (1) Nonpayment;
- (2) Conviction of a crime arising out of acts that increase the hazard insured against;
- (3) Discovery of fraud or material misrepresentation by the **Named Insured** in obtaining the **Certificate of Insurance** or in making any **claim** thereunder;
- (4) Discovery of any willful or reckless act or omission by the **Named Insured** that increases the hazard insured against;
- (5) Physical changes in the property which increase the hazard insured against;
- (6) A determination by the Commissioner that continuation of the **Certificate of Insurance** would violate or place the insurer in violation of the law;
- (7) A material increase in the hazard insured against;
- (8) A substantial loss of reinsurance by the insurer that affects this particular line of insurance.

The Insurer must mail notice of cancellation at least ninety (90) days prior to the effective date of such cancellation.

- c. All notices shall be mailed to the **Named Insured** at the mailing address known to the Insurer. Notice of cancellation will be delivered or mailed by registered mail, certified mail, or by mail evidenced by a United States Post Office certificate of mailing.

##### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance**. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least ninety (90) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal. Notice of non-renewal will be delivered or mailed by registered mail, certified mail, or by mail evidenced by a United States Post Office certificate of mailing.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### DISTRICT OF COLUMBIA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first thirty (30) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for thirty-one (31) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) **Certificate of Insurance** obtained through material misrepresentation;
- (3) Property or other interest of the **Insured** has been transferred.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

c. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

4. Additional Notice

Written notice of cancellation or non-renewal must be given to the agent or broker who wrote the **Certificate of Insurance**, at least five (5) days before the notice is sent to the **Named Insured**.





This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON- RENEWAL ENDORSEMENT

### DELAWARE

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium the notice may be sent by regular mail. If the Insurer cancels for any other reason the notice must be sent by certified mail. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Material misrepresentation or nondisclosure of a material fact;
- (3) Increased hazard or material change in the risk;
- (4) Substantial breaches of contractual duties;
- (5) Fraudulent acts by the **Insured** against the insurer;
- (6) If the **Insured** does not cooperate with the insurer in loss control efforts;
- (7) Loss of reinsurance;
- (8) Material increase in exposure due to changes in case law;
- (9) Loss of insurance capacity.

The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium the notice may be sent by regular mail. If the Insurer cancels for any other reason specified above the notice must be sent by certified mail. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

##### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed via certified mail to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### FLORIDA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Name Insured's Certificate of Insurance** at any time and for any reason within the first ninety (90) days. The Insurer must mail notice of cancellation at least twenty (20) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. However, the Insurer may cancel "immediately" for material misrepresentation or failure to comply with underwriting requirements.

b. After the **Name Insured's Certificate of Insurance** has been in effect for ninety-one (91) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) **Certificate of Insurance** obtained through material misrepresentation;
- (3) The **Named Insured** violated the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) The cancellation is for all Insured's under such coverages for a given class of Insured's.

The Insurer must mail notice of cancellation at least forty five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



# **IMPORTANT INFORMATION**

---

## **FOR OUR FLORIDA POLICY HOLDERS**

As a result of legislation which was signed into law effective July 1, 2013, commercial insurers are permitted to deliver insurance policies electronically in Florida. Electronic transmission of a policy constitutes delivery of the policy under Florida statute 627.421 unless the insured communicates in writing or electronically to the insurer that it does not agree to electronic delivery.

The purpose of this notice is to inform you that you have the right to receive your policy via United States mail rather than via electronic transmission by notifying us that you do not agree to electronic delivery.

To request delivery of your policy by United States mail or if you have any questions, please contact your CNA independent agent or broker.

---



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### GEORGIA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** may cancel his or her **Certificate of Insurance** by mailing or delivering to the Insurer advance written notice of cancellation stating a future date on which the **Certificate of Insurance** is to be canceled, subject to the following:

- a. If only the interest of the **Named Insured** is affected, the effective date of cancellation will be either the date the Insurer receives notice from the **Named Insured** or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the **Named Insured**, the Insurer 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 **Named Insured**.
- b. If by statute, regulation or contract the **Named Insured's Certificate of Insurance** may not be canceled unless notice is given to a government agency, mortgage or other third party, the Insurer will mail or deliver at least ten (10) days notice to the **Named Insured** and the third party as soon as practicable after receiving the **Named Insured's** request for cancellation.
  - (1) Ten (10) days from the date of mailing or delivering our notice, or
  - (2) The effective date of cancellation stated in the **Named Insured's** notice to the Insurer.

##### 2. Cancellation by the Insurer

If the Insurer decides to;

- a. Cancel or non-renew the **Named Insured's** certificate of insurance; or
- b. Increase current **Certificate of Insurance** premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- c. Change any coverage provisions which would limit or restrict coverage.

Then, the Insurer will mail or deliver notice of our action including the dollar amount of any increase in renewal premium of more than 15% to the **Named Insured** and lienholder, if any, at the last mailing address known to the Insurer. Except as applicable as described in Paragraph 3. below the Insurer will mail or deliver notice at least:

- a. Ten (10) days before the effective date of cancellation if the **Named Insured's Certificate of Insurance** has been in effect less than sixty (60) days or if the Insurer cancels for nonpayment of premium, or
- b. Forty-five (45) days before the effective date of cancellation if the **Named Insured's Certificate of Insurance** has been in effect sixty (60) or more days and the Insurer cancels for a reason other than nonpayment of premium: or
- c. Forty-five (45) days before the expiration date of the **Named Insured's Certificate of Insurance** if the Insurer decides to non-renew, increase the premium or limit or restrict coverage.



3. Non-Renewal by the Insurer

- a. When the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or less and is not a renewal with the Insurer, the Insurer may cancel for any reason by notifying the **Named Insured** at least ten (10) days before the date cancellation takes effect.
- b. When the **Named Insured's Certificate of Insurance** has been in effect for more than sixty (60) days, or at any time if it is a renewal with the Insurer, the Insurer may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium, whether payable to the Insurer or to our agent:
  - (2) Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of the **Insured** under this **Certificate of Insurance** in obtaining this **Certificate of Insurance**, continuing this **Certificate of Insurance** or presenting a **Claim** under this **Certificate of Insurance**:
  - (3) Upon the occurrence of a change in the risk which substantially increases any hazard insured against: or
  - (4) Upon the violation of any of the material terms or conditions of this policy by the **Insured** under this **Certificate of Insurance**.

The Insurer may cancel by providing notice to the **Named Insured** at least:

- (1) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium: or
- (2) Forty-five (45) days before the effective date of cancellation if the Insurer cancels for any of the reasons listed in (2), (3), or (4), above.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### HAWAII

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer may cancel the **Named Insured's Certificate of Insurance** for one of the following reasons:

- a. Failure to pay a premium when due;
- b. Fraud or material misrepresentation;
- c. Risk hazard increases substantially and the Insurer could not have reasonably foreseen the change when entering into the contract;
- d. Substantial breaches of contractual duties, conditions, or warranties;
- e. Violation of any local fire, health, or safety statute or ordinance;
- f. Conviction of the **Insured** for a crime having as one of its necessary elements, an act increasing any hazard that is Insured against;
- g. The Insurance commissioner determines that the continuation of the **Certificate of Insurance** places the Insurer in violation of chapter 431 of the Hawaii Revised Statutes;
- h. For any good faith reason with the approval of the Insurance commissioner.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### IOWA

In consideration of the payment of the premium, a new section is added to the Policy as follows:

#### CANCELLATION/NONRENEWAL OF CERTIFICATE OF INSURANCE

##### A. Cancellation of Certificate of Insurance

1. The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. The making of such notice by registered, certified or other first class mail, to the Insurer at the address shown in the **Certificate of Insurance**, shall be sufficient proof of notice and the **Certificate of Insurance** Policy shall terminate at the date and hour specified in such notice.
2. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. If the Insurer cancels for loss of reinsurance, the Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for any other reason, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.
3. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled only for one of the following reasons:
  - a. Nonpayment of premium;
  - b. Fraud or material misrepresentation;
  - c. **Insured's** acts or omissions that substantially change or increase the risk;
  - d. Commissioner's determination that the continuation of the **Certificate of Insurance** would jeopardize the insurer's solvency or place insurer in violation of any state insurance laws.
  - e. **Insured** acts in a manner which he knew or should have known was a breach of a policy condition;
  - f. Loss of reinsurance if Commissioner determines such cancellation is justified.

If the Insurer cancels for loss of reinsurance, the Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for any other reason, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

4. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

##### B. Non-Renewal of **Certificate of Insurance**

1. The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.
2. Notice of non-renewal includes a decision by the **Insurer** not to renew the **Named Insured's Certificate of Insurance**, an increase in the premium of 25% or more, or a material reduction in the limits or coverage of the **Certificate of Insurance**.
3. If the Insurer fails to meet the forty-five (45) day requirement, the **Named Insured** has the option to continue coverage for the remainder of the notice period, plus an additional thirty (30) days, at the premium rate of the existing **Certificate of Insurance**.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### IDAHO

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled only for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation;
- (3) Activities by the **Insured** that increase any hazard Insured against;
- (4) A change in the risk that substantially increases any hazard Insured against;
- (5) Loss or decrease of the Insurers' reinsurance;
- (6) Determination by the Commissioner that continuation of **Certificate of Insurance** would place the Insurer in violation of the Idaho Insurance laws;
- (7) Violation or breach of policy terms or conditions by the **Insured** other than nonpayment. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASTER POLICY  
LIFE AGENT PROFESSIONAL LIABILITY POLICY  
AMENDATORY ENDORSEMENT - ILLINOIS**

1. In consideration of the premium paid, it is agreed that **Section III. DEFINITIONS**, definition of **Defense Costs** is deleted in its entirety and replaced by the following:

**Defense Costs** means reasonable and necessary fees and expenses if incurred by the Insurer or consented to by the Insurer (such consent shall not be unreasonably withheld) and incurred by the **Insureds** in defense of any **Claim**, and includes the costs of appeal, attachment or similar bonds. The Insurer has no obligation to provide such bonds. **Defense Costs** shall not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers and employees of the **Insured** or the Insurer, or fees and expenses of independent adjusters.

2. In consideration of the premium paid, it is agreed that **Section III. DEFINITIONS**, definition of **Loss** is deleted in its entirety and replaced by the following:

**Loss** means monetary settlements or monetary judgments and **Defense Costs** for which the **Insured** is legally obligated to pay on account of a covered **Claim**.

However, **Loss** shall not include:

- A. criminal or civil fines or penalties imposed by law or taxes. However, **Loss** shall include any taxes, fines, and penalties incurred by a third party and included in such third party's **Claims** against the **Insured**;
- B. any amount for which there is no legal recourse against the **Insureds**;
- C. punitive or exemplary damages or the amount of any multiplied damage award which is in excess of the damage award so multiplied. However, the Insurer will provide a defense for **Claims** involving both compensatory and punitive damages;
- D. costs incurred as a result of any injunctive relief;
- E. the return of commissions, fees or charges for services rendered by an **Insured**; or
- F. matters which are uninsurable under the law pursuant to which this Policy shall be construed.

3. In consideration of the premium paid, it is agreed that **Section IV. EXTENDED REPORTING PERIOD**, paragraphs B. and C. are deleted in their entirety.

4. In consideration of the premium paid, it is agreed that **Section VIII. TERMINATION OF MASTER POLICY**, paragraph A. Termination of Master Policy is deleted in its entirety and replaced by the following:

- A. Termination of Master Policy

This Master Policy shall remain continuously in effect until canceled by the Insurer or by the **Policyholder** as follows:



1. Cancellation by the Insurer

- a. The Insurer has the right to cancel this Policy at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.
- b. After this Policy has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:
  - (1) Nonpayment;
  - (2) This Policy was obtained through material misrepresentation;
  - (3) Any **Insured** violated the terms and conditions of this Policy;
  - (4) The risk originally accepted has measurably increased;
  - (5) Certification to the Director of loss of reinsurance;
  - (6) Determination by the Director that continuation of this Policy could place the Insurer in violation of law.

The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

- c. All notices shall be mailed to the **Policyholder** at the last mailing address known to the Insurer and shall state the reason for cancellation.

2. Cancellation by the **Policyholder**

The **Policyholder** has the right to cancel this Policy at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If this Policy is so canceled, earned premium shall be computed pro rata.

**Certificates of Insurance** in effect at the time of cancellation of the Policy shall remain in effect until the expiration date of the **Certificate of Insurance** as set forth in the **Certificate of Insurance** and **Claims** submitted under such **Certificates of Insurance** shall be otherwise governed by this Policy. In such event, each **Named Insured** will be notified of cancellation pursuant to the requirements of the Cancellation/Nonrenewal Endorsement attached to the **Named Insured's Certificate of Insurance**.

5. In consideration of the premium paid, it is agreed that **Section IX. OTHER INSURANCE** is deleted in its entirety and replaced by the following:

**IX. OTHER INSURANCE**

If any **Loss** resulting from any **Claim** is insured under any other insurance, this Policy shall not be liable for a greater proportion of such **Loss** than the applicable Limit of Liability bears to the total applicable Limit of Liability of all valid and collectible insurance against such **Loss**.

This provision does not apply to other insurance written as specific excess insurance over the Limits of Liability of this Policy.



6. In consideration of the premium paid, it is agreed that **Section XVI. EXCLUSIONS**, paragraph **N. Nuclear/Pollution** is deleted in its entirety and replaced by the following:

**N. Nuclear/Pollution**

based upon, directly or indirectly arising out of, or in any way involving:

1. any nuclear reaction, radiation or contamination; or
2. any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, **Pollutants**; any request, direction or order that any of the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of **Pollutants** or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or any actual or alleged property damage, or bodily injury, sickness, disease or death of any person, or financial loss to the **Insureds**, their security holders, or their creditors resulting from any of the aforementioned matters;

However, this exclusion shall not apply to property damage caused by heat, smoke, or fumes from a hostile fire.

7. In consideration of the premium paid, it is agreed that the following new provision is added to the policy:

**BANKRUPTCY / INSOLVENCY**

The bankruptcy or insolvency of any **Insured** or of an **Insured's** estate shall not relieve the Insurer of any of its obligations hereunder.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### ILLINOIS

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) **Certificate of Insurance** obtained through material misrepresentation;
- (3) Any **Insured** violated the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) Certification to the Director of loss of reinsurance;
- (6) Determination by the Director that continuation of the **Certificate of Insurance** could place the Insurer in violation of law.

The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

c. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.





This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### KANSAS

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first ninety (90) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for ninety-one (91) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) **Certificate of Insurance** obtained through material misrepresentation;
- (3) Any **Insured** violates any of the terms and conditions of the policy;
- (4) The Insurer discovers unfavorable underwriting factors about the **Insured** that did not exist at **Certificate of Insurance** inception;
- (5) Loss of reinsurance;
- (6) Determination by the Commissioner that continuation of the **Certificate of Insurance** could place the Insurer in violation of Kansas law.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

c. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

##### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### KENTUCKY

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least fourteen (14) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation;
- (3) Willful or reckless acts that increase any hazard Insured against;
- (4) A change in the risk that substantially increases any hazard Insured against;
- (5) Loss of reinsurance;
- (6) Determination by the Commissioner that continuation of the **Certificate of Insurance** could place the Insurer in violation of the Kentucky Insurance laws.

The Insurer must mail notice of cancellation at least seventy-five (75) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least fourteen (14) days prior to the effective date of such cancellation.

c. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least seventy-five (75) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### LOUISIANA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata. Unearned premium is to be returned within thirty (30) days after the **Named Insured** cancels his or her **Certificate of Insurance**.

##### 2. Cancellation by the Insurer

a. If the **Named Insured's Certificate of Insurance** has been in effect for less than sixty (60) days and is not a renewal, the Insurer can cancel the **Named Insured's Certificate of Insurance** by mailing or delivering written notice to the **Named Insured** at the address shown on the **Certificate of Insurance**. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancels for any other reason, the Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more or is a renewal, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation made by or with the knowledge of the **Insured** in obtaining the **Certificate of Insurance**, continuing the **Certificate of Insurance**, or in presenting a **claim** under the **Certificate of Insurance**;
- (3) Acts or omissions on the part of any **Insured** which change or increase any hazard **Insured** against, including failure to comply with loss control recommendations;
- (4) Change in the risk which increases the risk of loss after the **Certificate of Insurance** has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision;
- (5) Determination by the Commissioner that continuation of the **Certificate of Insurance** would jeopardize our solvency or place the Insurer in violation of the laws of Louisiana or any other state;
- (6) Any **Insured** violates or breaches the terms and conditions of the policy;
- (7) Any other reasons that are approved by the Commissioner.

Written notice of cancellation will be mailed or delivered to the **Named Insured** at the address shown on the **Certificate of Insurance**. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancel for any reason stated in b(2) through and including b(7) above, the Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. The notice shall state the effective date of cancellation.

c. When the Insurer cancels the **Named Insured's Certificate of Insurance** earned premium shall be computed pro rata, with no minimum premium retained.

d. Unearned premium/commission is to be returned within thirty (30) days after the **Named Insured** cancels the **Certificate of Insurance**.



- e. The Insurer will provide the **Named Insured**, upon receipt of a written request by the **Named Insured**, a written statement setting forth the reason for cancellation, provided the **Named Insured** agrees in writing to hold the Insurer harmless from liability for any communication giving notice of or specifying the reasons for cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation.

### 3. Non-Renewal by the Insurer

- a. The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. The written notice of non-renewal must be mailed to the **Named Insured** at the address shown on the **Certificate of Insurance**, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal. Such notice to the **Named Insured** shall include the **Insured's** loss run information for the period the **Certificate of Insurance** was in force within, but not to exceed, the last three (3) years. If notice is mailed less than 60 days prior to expiration, coverage shall remain in effect under the same terms and conditions until 60 days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate.
- b. Notice of non-renewal shall not be required if:
  - (1) The Insurer or a company within the same Insurance group has offered to issue a renewal **Certificate of Insurance**; or
  - (2) The **Insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.

### 4. Renewal

- a. The Insurer will mail or deliver to the **Named Insured** at the address shown on the **Certificate of Insurance**, written notice of any rate increase, change in deductible or reduction in limits at least thirty (30) days prior to the expiration date of the **Certificate of Insurance**. If The Insurer fails to provide such thirty (30) day notice, the coverage provided to the **Insured** shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the **Insured** whichever first occurs.
- b. This section shall not apply to:
  - (1) Changes in a rate or plan filed with the Insurance rating commission and applicable to an entire class of business.
  - (2) Changes based upon the altered nature or extent of the risk Insured.
  - (3) Changes in policy forms that are filed and approved with the Commissioner and applicable to an entire class of business.
  - (4) Changes requested by the **Named Insured**.

### 5. Proof of Notice

Proof of mailing of any notice required by sections 2., 3. and 4. above shall be sufficient proof of notice.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### MASSACHUSETTS

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Criminal acts committed by or at the direction of the **Insured**;
- c. Determination by the Commissioner that continuation of the **Certificate of Insurance** could place the insurer in violation of law.

The Insurer must mail notice of cancellation, by first class mail, at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date but only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Criminal acts committed by or at the direction of the **Insured**;
- c. Determination by the Commissioner that continuation of the **Certificate of Insurance** could place the insurer in violation of law.

All notices of non-renewal must be mailed by first class mail to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### MARYLAND

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The **Named Insured's Certificate of Insurance** may be canceled for any sound underwriting reason. However, no insurer may cancel a risk except by the application of standards which are reasonably related to the insurer's economic and business purposes.

The Insurer must mail by Certificate of mailing a notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail by Certificate of mailing a notice of cancellation at least ten (10) days prior to the effective date of such cancellation. The reasons for such cancellation shall be stated. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed by Certificate of mailing to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

4. Renewal

If the **Certificate of Insurance** is subject to a premium increase of 20% or more, the Insurer will mail to the **Named Insured** and the **Named Insured's** agent written notice of such premium increase at least forty-five (45) days in advance.

5. Special Condition

If the **Certificate of Insurance** being canceled was premium financed, the gross unearned premium is refunded on a pro-rata basis excluding any expense constant, administration fee, or nonrefundable charge filed with and approved by the Insurance Commissioner.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.



This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### MAINE

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation prior to the effective date of such cancellation. Cancellation will be effective ten (10) days after the **Named Insured** receives such cancellation notice. A United States Post Office Certificate of mailing will be conclusive proof of receipt on the third calendar day after mailing.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation;
- (3) Substantial change in the risk insured against;
- (4) Failure to comply with loss control recommendations;
- (5) Substantial breach of contractual duties, conditions or warranties;
- (6) Determination by the Commissioner that continuation of the **Certificate of Insurance** would place the insurer in violation of law or would jeopardize the insurer's solvency.

The Insurer must mail notice of cancellation prior to the effective date of such cancellation. Cancellation will be effective ten (10) days after the **Named Insured** receives such cancellation notice. A United States Post Office Certificate of mailing will be conclusive proof of receipt on the third calendar day after mailing.

c. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

##### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal. Non-renewal will be effective thirty (30) days after the **Named Insured** receives such non-renewal notice. A United States Post Office Certificate of mailing will be conclusive proof of receipt on the third calendar day after mailing.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### MICHIGAN

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** by mailing notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

If the Insurer cancels, notice must be sent with or without tender of the excess of paid premium or assessment above the pro rata premium for the expired time.

The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00 whichever is greater.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### MINNESOTA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any valid reason within the first eighty-nine (89) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for ninety (90) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Material misrepresentation or fraud;
- (3) The **Insured** violated the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) Loss of reinsurance;
- (6) Determination by the Commissioner that continuation of the **Certificate of Insurance** could place Insurer in violation of Minnesota Insurance law;
- (7) Refusal to eliminate known conditions that may increase loss potential.

If the Insurer cancels for reasons (2) – (7) above, the Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation.

c. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. Notice will also include the amount of premium due, the due date and the effect of non-payment by the due date. However, the **Named Insured** may continue the coverage by payment in full at any time prior to the date the cancellation is effective.

d. All notices shall state the reason for cancellation.

e. Unless otherwise specifically required, proof of mailing of any notice shall be sufficient proof of notice.

##### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal. Unless otherwise specifically required, proof of mailing of any notice shall be sufficient proof of notice.

##### 4. Conditional Renewal by the Insurer





If the Insurer conditions renewal of the **Named Insured's Certificate of Insurance** at less favorable terms as to the dollar amount of coverage, deductibles, higher rates or rating plans, such less favorable terms will take effect on the renewal date if the Insurer has notified the **Named Insured** of the less favorable terms at least 60 days prior to the effective date of such renewal.

If the Insurer has not given such advance notice, the **Named Insured** may cancel the renewal **Certificate of Insurance** within 60 days after receiving notice, and any earned premium shall be calculated on a pro-rata basis.

This provision does not apply to guide "A" rates or excess rates commonly referred to as "consent to rate".

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### MISSOURI

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** by mailing notice of cancellation at least thirty (30) days prior to the effective date of cancellation if cancellation is for one or more of the following reasons:

- a. **Certificate of Insurance** obtained through fraud or material misrepresentation or in violation of any of the terms and conditions of the policy;
- b. The risk originally accepted has measurably increased;
- c. Insolvency of the Insurer;
- d. Loss of reinsurance.

In all other cases, the Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NONRENEWAL ENDORSEMENT -MISSISSIPPI

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance**. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed via certified mail to the **Named Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### MONTANA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled only for one of the following reasons:

- (1) Nonpayment;
- (2) Reasons specifically allowed by statute;
- (3) Grounds stated in the **Certificate of Insurance** pertaining to:
  - i. Material misrepresentation
  - ii. Substantial and unforeseen change in risk
  - iii. Violation of any of the contractual duties, conditions or warranties in the policy
  - iv. Commissioner's determination that continuation would place the Insurer in violation of the Montana Insurance Code
  - v. Financial impairment of the Insurer
  - vi. Other reasons approved by the Commissioner

The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

A **Certificate of Insurance** issued for a term longer than one year may be canceled at the anniversary date with forty-five (45) days notice.

c. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

##### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASTER POLICY  
LIFE AGENT PROFESSIONAL LIABILITY**

**CANCELLATION AND NON RENEWAL ENDORSEMENT - NORTH CAROLINA**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table procedures.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the **Named Insured's Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment of premium in accordance with policy provisions;
- b. Material misrepresentation or nondisclosure of a material fact;
- c. increase hazard or material change in risk assumed which could not have been reasonably contemplated;
- d. substantial breach of contractual duties, conditions or warranties, that affects insurability of risk;
- e. a fraudulent act against the company by **insured** that affects insurability;
- f. willful failure by **insured** to institute reasonable loss control measures;
- g. loss of facultative reinsurance;
- h. conviction of the **insured** of a crime that materially affects the insurability of risk;
- i. Determination by Commissioner that continuation of the **Certificate of Insurance** would violate North Carolina law.
- j. **insured** fails to meet requirements contained in Insurer's corporate charter.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least fifteen (15) days prior to the effective date of such cancellation. The notice will state the reason for cancellation. Cancellation for nonpayment is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal. Notice of non-renewal will state the actual reason for non-renewal.



4. Renewal Terms

The Insurer will mail or deliver to the **Named Insured**, at the last mailing address known to the Insurer, thirty (30) day advance notice if the Insurer intends to renew the **Certificate of Insurance** with a decrease in coverage, increase in deductibles, imposing surcharge or increase in premium rate.

5. Copies of the notices required by the above sections shall also be given or mailed to any designated mortgagee or loss payee and may also be given or mailed to the agent or broker of record. Failure to send such copies to the agent or broker of record will not invalidate the cancellation.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### NORTH DAKOTA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Named Insured's Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel this **Certificate of Insurance** at any time and for any sound underwriting reason within the first ninety (90) days. The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for ninety (90) days or more, it may be canceled for one of the following reasons:

- a. Nonpayment;
- b. **Certificate of Insurance** obtained through material misrepresentation or fraud;
- c. Any **Insured** violated the terms and conditions of the policy;
- d. The risk originally accepted has measurably increased;
- e. Loss of reinsurance;
- f. Determination by the Commissioner that continuation of the coverage could place Insured in violation of law.
- g. **Insured's** actions increase risk Insured.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.





This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### NEBRASKA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Named Insured's Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any Underwriting reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled for one of the following reasons:

- a. Nonpayment;
- b. **Certificate of Insurance** obtained through material misrepresentation;
- c. Any **Insured** violated the terms and conditions of the policy;
- d. The risk originally accepted has measurably increased;
- e. Any **Insured** has submitted a fraudulent claim;
- f. Determination by the Director that continuation of the **Certificate of Insurance** could place **Insured** in violation of law or Certifies loss of reinsurance.

The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any **Named Insured's Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT NEW HAMPSHIRE

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

### Cancellation/Nonrenewal

1. Cancellation by the **Insured**

The **Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Insured's Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer must mail notice of cancellation at least sixty five (65) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least fifteen (15) days prior to the effective date of such cancellation.

After the **Insured's Certificate of Insurance** has been in effect for sixty five (65) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Fraud or material misrepresentation;
- c. Violation of policy conditions;
- d. Substantial increase in hazard. (Requires prior approval of Commissioner)

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Insured** at the last mailing address known to the Insurer, at least sixty five (65) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### NEW JERSEY

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Named Insured's Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:

- a. May be canceled for any underwriting reason set forth in our underwriting guidelines which were in effect at the **Certificate of Insurance** inception. The underwriting guidelines must not be arbitrary, capricious or unfairly discriminatory.
- b. The following text sets forth Certain approved reasons for midterm cancellations as approved guidelines. While a company may issue other guidelines, it appears that a company should limit its guidelines for midterm cancellation to those the Department has approved to avoid the possibility that the Department might rescind a cancellation.
- c. All underwriting reasons or guidelines utilized by the Insurer to cancel or non-renew this **Certificate of Insurance** shall be maintained by the Insurer in writing and shall be available to the **Insured** or the **Insured's** lawful representative upon written request.
- d. Only those guidelines which are in effect at the inception of the original **Certificate of Insurance** or any renewal thereof, as applicable, may be utilized to cancel during the **Certificate of Insurance** period.
- e. The following guidelines are approved for use:
  - (1) Nonpayment of premium.
  - (2) Moral hazard, which is defined as:
    - (a) 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
    - (b) 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 the 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."

- (3) Material misrepresentation or nondisclosure of material fact.
- (4) Increased hazard or material change in the risk by the parties at inception of coverage
- (5) Substantial breaches of policy provisions that materially affect the nature and/or Insurability of the risk.
- (6) Lack of cooperation on loss control matters which materially affect Insurability.
- (7) Fraudulent acts which materially affect the risk.
- (8) Loss of or reduction in available Insurance capacity. This is an acceptable reason for cancellation only if the following exists:
  - (i) An Insurance department has declared Insured to be financially impaired.
  - (ii) Substantial reductions in reinsurance or other changes which prohibit the Insurer from providing coverage at the same limits and terms as the existing policy; or
  - (iii) An Insurance department has issued an order indicating impaired financial condition of the reinsurer which may adversely affect the reinsurer's ability to meet its obligations.
- (9) Failure of the Insured to comply with any federal, state or local fire, health, safety, building or construction regulation, law or ordinance which substantially increases any hazard Insured against. The Insured has sixty (60) days to correct.
- (10) Failure by the Insured to provide reasonable and necessary underwriting information to the Insurer upon written request and a reasonable time to respond.
- (11) Agency termination, provided:
  - (i) The Insurer documents that replacement coverage at comparable rates and terms has been provided to the Insured, and the Insurer has informed the Insured, in writing of his or her right to continue coverage with the Insurer; or
  - (ii) The Insured has agreed in writing to the cancellation based upon the termination of the agent.

The Insurer must mail notice of cancellation not more than 120 days nor less than thirty (30) days prior to the effective date of such cancellation. The notice will state the reason for cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer not more than 120 days nor less than thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal. This notice shall be sent by Certified mail or by first class mail, if the Insurer has obtained from the post office a date stamped proof of mailing.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### NEW MEXICO

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. The effective date of cancellation can not be sooner than 10 days after the Insurer receive the request. The Insurer must and will also notify the New Mexico Superintendent of Insurance of the **Named Insured's** request to cancel his or her **Certificate of Insurance**. If the **Named Insured's Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** by mailing notice of cancellation, by Certified Mail, at least ninety (90) days prior to the effective date of such cancellation. The Insurer must and will also notify the New Mexico Superintendent of Insurance. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. In cases of non-payment of premium, such notice will be done immediately upon **Certificate of Insurance** termination. In all other cases, the notice will be sent with the same 90-day notice.

3. Non-Renewal by the Insurer

The Insurer have the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, by Certified Mail, at least ninety (90) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal. Notice will also be sent, by Certified Mail, to the New Mexico Superintendent of Insurance.

4. Renewal

The Insurer will provide 30 days advanced written notice if the Insurer is renewing the **Named Insured's Certificate of Insurance** with any limitation, restriction in coverage, or change in deductible.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### NEVADA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Named Insured's Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty-nine (69) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for seventy (70) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Misrepresentation;
- c. Violation of coverage conditions;
- d. Conviction arising out of acts increasing hazard Insured against;
- e. A material change in nature of extent of risk;
- f. A determination by the Commissioner that continuation would jeopardize solvency or be hazardous to interests of **Insureds**.
- g. Determination by the commissioner that continuation of **Certificate of Insurance** would violate the law.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## NEW YORK AMENDATORY ENDORSEMENT

Applicable to Policy Form GSL-11314 XX

This endorsement forms a part of Policy Number \_\_\_\_\_ issued to the **Policyholder** by the Insurer. In consideration of the premium charged, it is hereby understood and agreed that solely with respect to those **Agents, General Agents, Registered Representatives** and **Insureds** under this Policy, who are residents of or practice in New York State, the Policy is amended as follows:

1. The Notice and introductory paragraph on page 1 is deleted in its entirety and replaced as follows:

**NOTICE: THIS IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST AN INSURED/POLICYHOLDER AND REPORTED TO THE INSURER DURING THE COVERAGE RELATIONSHIP OR ANY EXTENDED REPORTING PERIOD.**

**DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. THIS COULD RESULT IN THE LIMIT OF LIABILITY BECOMING COMPLETELY EXHAUSTED BY THE PAYMENT OF DEFENSE COSTS, IN WHICH CASE, NO FURTHER COVERAGE IS PROVIDED BY THIS POLICY. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

2. The introductory paragraph on page 1 of the Policy is deleted in its entirety and replaced as follows:

The Insurer, the **Policyholder** and the **Insureds** agree as follows, in consideration of the payment of the premium and in reliance upon all statements made in the **Application** furnished to the Insurer designated in the **Policyholder's** Declarations and the **Insured's Certificate of Insurance**, a stock insurance corporation, hereafter called the "Insurer".

3. Section I. INSURING AGREEMENT, PROFESSIONAL LIABILITY subpart 5. is deleted in its entirety and replaced with the following:

5. there is no other policy, whether primary contributory, excess contingent or otherwise, which provides insurance to any **Insured** for a **Claim** for a **Wrongful Act** solely in rendering or failing to render **Professional Services** by such **Insured** while affiliated with an entity other than the **Policyholder**.

4. Section II. DEFENSE, Paragraph A.1. is deleted in its entirety and replaced as follows:

A. Defense of **Claims**

1. If a **Claim** is made against the **Insured** within the United States of America, its territories or possessions or Canada, the Insurer shall have the right and duty to defend such **Claim**, even if any of the allegations of the **Claim** are groundless, false or fraudulent.

The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary. The **Insureds** or **Policyholder**, as applicable, shall have the option to:

- a. select the defense attorney or to consent to the Insurer's choice of defense attorney, which consent shall not be unreasonably withheld;
- b. participate in, and assist in the direction of, the defense of any **Claim**; and
- c. consent to a settlement, which consent shall not be unreasonably withheld.

Subject to paragraph 2. below, the Insurer's obligation to defend any **Claim** or pay any **Loss**, shall be completely fulfilled and extinguished if the limit of liability has been exhausted by payment of **Loss**.



For any **Claim** made against the **Insured** outside of the United States of America, its territories or possessions or Canada, the Insurer shall have the right and duty to defend such **Claim**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. Provided however, if the Insurer is prevented by law or lacks expertise in carrying out the defense and supplementary provisions, the Insurer shall instead reimburse **Defense Costs** incurred by the **Insured** in defending such **Claims**. In connection with such **Claims**, the **Insured** shall obtain the Insurer's consent to the selection of counsel, including counsel rates, and ensure that counsel complies with CNA's *Defense Counsel Guidelines*. CNA shall have the right, but not the duty, to associate with the **Insured** in the defense of any such **Claim**.

2. Limitation on the Insurer's Duty to Defend

If the Insurer concludes that the Limit of Liability applicable to a **Claim** may become exhausted prior to the conclusion of any **Claim**, the Insurer will notify the **Insureds**, in writing, to that effect.

When the Limit of Liability applicable to a **Claim** has actually been exhausted prior to the conclusion of the **Claim**, the Insurer will notify the **Insured**, in writing, as soon as practicable, that such limit has been exhausted and that the Insurer's duty to defend such **Claim** and any other **Claim** has ended.

The Insurer will initiate, and cooperate in, the transfer of control to the **Insured**, of any **Claims** which were subject to that Limit of Liability and which were reported to the Insurer prior to the exhaustion of such limit. The **Insured** must cooperate in the transfer of control of such **Claims**.

The Insurer agrees to take the necessary steps as the Insurer deems appropriate to avoid a default in, or continue the defense of, such **Claims** until such transfer has been completed, provided that the **Insureds** are cooperating in completing such transfer.

The **Insured** must reimburse the Insurer for expenses the Insurer incurs in taking those steps the Insurer deems appropriate to avoid a default in, or continuing the defense of, any **Claim**.

The Insurer will not take any action with respect to any **Claim** that would have been subject to such Limit of Liability, had it not been exhausted, if the **Claim** is reported to the Insurer after that limit has been exhausted.

The exhaustion of any limit by payment of any **Claim**, and the resulting end of the Insurer's duty to defend, will not be affected by the Insurer's failure to comply with any of the terms and conditions of this provision.

5. Section III. DEFINITIONS are amended as follows:

A. The following new definitions are added:

- **Coverage Relationship** means that period of time between the effective date of the first claims-made **Certificate of Insurance** issued by the Insurer to the **Insured** and the cancellation or nonrenewal of the last consecutive claims-made **Certificate of Insurance** issued by the Insurer to the **Insured**, where there has been no gap in coverage, but does not include any period covered by **Extended Reporting Period**.
- **Extended Reporting Period** means the period of time after the **Coverage Relationship** for reporting **Claims** due to a **Wrongful Act**. The **Wrongful Act** must happen on or after the **Prior Acts Date** and before the end of the **Coverage Relationship**.
- **Termination of Coverage** means, whether made by the Insurer or the **Insured** at any time:
  1. Cancellation or nonrenewal of the **Named Insured's Certificate of Insurance**; or
  2. Decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion, or any other change in coverage less favorable to the **Insured**.



- B. The definitions of **Policyholder** and **Pollutants** are each deleted in its entirety and replaced as follows:

**Policyholder** means the person or organization named in Item 1.(a) of the **Policyholder's** Declarations.

**Pollutants** means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed).

- C. The definition of **Insured** is amended to add the following new language at the end:

**Insured** shall not include the **Policyholder**.

- D. The definition of **Domestic Partner** is deleted in its entirety.

- E. The first paragraph of the definition of **Loss** is deleted in its entirety and replaced as follows:

**Loss** means monetary settlements or monetary judgments (including any award of pre-judgment interest) and **Defense Costs** for which the **Insured** is legally obligated to pay on account of a covered **Claim**.

- F. The definition of **Administration of Employee Benefit Plans** is deleted in its entirety and replaced as follows:

**Administration of Employee Benefit Plans** means consultation, other than legal advice, with participants in an employee benefit plan in order to explain the provisions of such plan and handling day-to-day ministerial functions required by such plan, including without limitation enrollment, record keeping and filing reports with government agencies. **Administration of Employee Benefit Plans** also includes third party claims administration.

6. Section IV. EXTENDED REPORTING PERIOD is deleted in its entirety and replaced as follows:

- A. The provisions of the **Extended Reporting Period** coverage will not apply, except for the one year automatic **Extended Reporting Period** if the **Coverage Relationship** has been less than one year and the **Certificate of Insurance** was terminated for nonpayment of premium or fraud.

- B. In the event of **Termination of Coverage** a one year automatic **Extended Reporting Period**, extension will be granted to the **Insured**, at no additional charge, only with respect to **Claims** made against the **Insured** and reported to the Insurer during such extension by reason of any **Wrongful Act** committed before the **Termination of Coverage**. The automatic **Extended Reporting Period** does not create any separate or additional Limit of Liability.

- C. Within thirty days of **Termination of Coverage**, the Insurer will notify the **Named Insured**, in writing, of the automatic one year **Extended Reporting Period**. The Insurer will also notify the **Named Insured** of the availability of, the premium for, and the importance of purchasing an additional **Extended Reporting Period**. The additional **Extended Reporting Period** described herein shall be three years, inclusive of the one year period specified in paragraph B. above and the premium shall be computed in accordance with the rates in effect when the **Certificate of Insurance** was last issued or renewed. The premium to be charged for the additional **Extended Reporting Period** coverage shall be based upon the rates for such coverage in effect on the date this **Certificate of Insurance** was issued or last renewed and shall be for three years at 175% of such premium.

- D. The **Named Insured** shall have the greater of 60 days from the effective date of **Termination of Coverage** or 30 days from the date of mailing or delivery of the advice of the availability to purchase the additional **Extended Reporting Period** coverage, to submit written acceptance of the additional



**Extended Reporting Period** coverage. The premium for such additional **Extended Reporting Period** must be paid promptly when due. The premium shall be fully earned at the inception of this endorsement.

- E. If the **Named Insured** has been placed in receivership, liquidation or bankruptcy or permanently ceases operations, then any one qualifying as an **Insured** has the right to an **Extended Reporting Period** issued in the name of the **Named Insured** for the benefit of all **Insureds**. The request for such **Extended Reporting Period** coverage must be made within 120 days of the **Termination of Coverage**.
- F. Upon termination of this **Certificate of Insurance**:
  - i. any return premium due the **Named Insured** shall be credited toward the premium for the additional **Extended Reporting Period** coverage if the **Named Insured** elects such coverage.
  - ii. where premium is due to the Insurer for coverage during the **Coverage Relationship**, any monies received by the Insurer from the **Named Insured** as payment for the **Extended Reporting Period** coverage shall first be applied to such premium owing for this **Certificate of Insurance**.
- G. In order to purchase the **Extended Reporting Period**, the total premium for the **Named Insured's Certificate of Insurance** must have been paid.
- H. If the **Extended Reporting Period** is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the Insurer to return any portion thereof.
- I. Limits of Liability for such additional **Extended Reporting Period** shall be:
  - i. at least equal to 100 percent of the **Certificate of Insurance's** applicable annual aggregate limit where a **Coverage Relationship** has continued for three years or more; or
  - ii. if the **Coverage Relationship** has continued for less than three years, the Limit of Liability shall be at least equal to the greater of:
    - a. the amount of coverage remaining in such **Certificate of Insurance's** applicable annual aggregate Limit of Liability, or
    - b. 50 percent of such **Certificate of Insurance's** annual aggregate Limit of Liability.

7. Section V. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES is deleted in its entirety and replaced as follows:

#### **V. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES**

The estates, heirs, legal representatives, assigns or spouses of **Insureds**, shall be considered **Insureds** under this Policy; provided however, that coverage is afforded to such estates, heirs, legal representatives, assigns or spouses only for a **Claim** arising solely out of their status as such and, in the case of a spouse, where such **Claim** seeks damages from marital community property, jointly-held property or property transferred from the **Insured** to the spouse. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign or spouse. All terms and conditions of this Policy, including without limitation the Retention applicable to **Loss** incurred by the **Insured** shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns or spouses.

8. Section VI. LIMIT OF LIABILITY, RETENTION AND ALLOCATION is deleted in its entirety and replaced as follows:

#### **VI. LIMIT OF LIABILITY AND RETENTION**

- A. Professional Liability Insuring Agreement.

If a Limit of Liability is set forth in the **Insured's Certificate of Insurance** for the applicable **Insured** under the Professional Liability Insuring Agreement the Limit of Liability set forth in each **Certificate of Insurance** shall apply as follows:



1. Each **Claim**

Subject to paragraph 2. below, the Limit of Liability of the Insurer for **Loss** for each **Claim** first made against an **Insured** and reported to the Insurer during the **Certificate Period** or **Extended Reporting Period** shall not exceed the amount stated in such **Insured's Certificate of Insurance** for each **Claim**.

2. Aggregate

The Limit of Liability of the Insurer for **Loss** for all **Claims** first made against an **Insured** and reported to the Insurer during the **Certificate Period** or any **Extended Reporting Period** shall not exceed the amount stated in the **Insured's Certificate of Insurance** for all **Claims** in the Aggregate.

If the Limits of Liability for the Professional Liability Insuring Agreement, as set forth in the **Insured's Certificate of Insurance** includes more than one option, only one Limit of Liability option shall be available to each **Insured** and such option shall be the option identified in the written records of the **Policyholder**, subject to the maximum aggregate Limit of Liability as set for in this Section VI.

B. Exhaustion of Limit of Liability

The Insurer's obligations under this Policy shall be deemed completely fulfilled and extinguished if the applicable Limit of Liability is exhausted by payment of **Loss**.

C. Retention

Subject to the applicable Limit of Liability, the Insurer shall pay all covered **Loss** excess of the applicable Retention, if any, set forth in the **Insured's Certificate of Insurance**. The Retentions shall apply separately to each **Insured** as follows:

A single and separate Retention shall apply to all **Loss** resulting from each **Claim**. If more than one Retention is applicable to a single **Claim**, the maximum aggregate Retention for such **Claim** shall be the largest of such Retentions.

If the Insurer, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the applicable Retention, the **Insured** shall be liable to the Insurer for any and all such amounts and, upon demand, shall pay such amounts to the Insurer.

D. **Interrelated Wrongful Acts**

More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Claim** which shall be deemed to have been made on the earlier of:

1. the date on which the earliest such **Claim** was first made; or
2. the first date valid notice was given by an **Insured** and received by the Insurer under this Policy of any **Wrongful Act** or under any prior policy of any **Wrongful Act** or any fact, circumstance, situation, event or transaction which underlies any such **Claim**.

9. Section VII. NOTICE is amended as follows:

A. Paragraph A is deleted in its entirety and replaced as follows:

If a **Claim** is made against any **Insured**, the **Insured** shall give written notice to the Insurer or any of the Insurer's licensed agents, of such a **Claim** as soon as practicable during the **Coverage Relationship** or





any **Extended Reporting Period** and forward to the Insurer every demand, notice, summons or other process received. The limits of insurance for the **Certificate Period** in effect on the date the **Claim** is reported to the Insurer shall apply.

In no event, however, shall the Insurer be responsible to pay any **Loss** in connection with any default judgment entered against an **Insured** prior to notice to the Insurer or as a result of untimely notice to the Insurer nor shall the Insurer be responsible to pay any **Loss** in connection with any **Claim** in which the Insurer's interests have been prejudiced because of the **Insured's** failure to supply timely notice to the Insurer.

Failure to give any notice required to be given by this Policy within the time prescribed herein shall not invalidate coverage of any **Claim**, unless the failure to provide timely notice has prejudiced the Insurer or unless the notice is provided after the expiration of the policy period, any renewal policy period and any extended reporting period. However, failure to give any notice required to be given by this Policy within the time prescribed therein shall not invalidate any **Claim** made by the **Insured**, by an injured person or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

Notwithstanding any provision in this Policy to the contrary, with respect to any **Claim** alleging death or personal injury, if the Insurer disclaims liability or denies coverage based upon the failure to provide timely notice, then the injured person, someone acting for the injured person or other claimant may bring an action against the Insurer, provided the sole question is whether such disclaimer or denial 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 the Insurer denies coverage, or does not admit liability, the Insurer or any **Insured** under the policy:

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

B. The first sentence of paragraph B up to the colon is deleted in its entirety and replaced as follows:

If, during the **Insured's Certificate Period**, or the **Extended Reporting Period**, if applicable, an **Insured** first becomes aware of any **Wrongful Act** which may reasonably give rise to a future **Claim** and during such period give written notice to the Insurer or any of the Insurer's licensed agents, of:

C. Paragraph D is deleted in its entirety and replaced as follows:

The **Insureds** shall give written notice under this Policy to the Insurer or any of the Insurer's licensed agents as specified in the **Certificate of Insurance**, which shall be effective upon receipt. Failure to give any notice required to be given by paragraphs A, B and C above, within the time prescribed therein shall not invalidate any **Claim** made by the **Insured** or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

D. Paragraph E is deleted in its entirety and replaced as follows:

The **Insureds** shall furnish the Insurer with copies of reports, investigations, pleadings, and all related papers and such other information, assistance and cooperation as the Insurer may reasonably request. The **Insureds** agree to cooperate with the Insurer, and provide all assistance and information reasonably requested by the Insurer. When requested by the Insurer, the **Insureds** shall submit to examination by a representative of the Insurer, under oath if required, and shall attend hearings, depositions, and trials and shall assist in the conduct of **Claims**.



10. A new section is added as follows:

## **CANCELLATION/NONRENEWAL/CONDITIONAL RENEWAL OF CERTIFICATE OF INSURANCE**

### **A. Cancellation of this Certificate of Insurance**

1. This **Certificate of Insurance** may be canceled by the **Named Insured** by surrendering it to the Insurer or any of our authorized agents. The **Named Insured** may also cancel his or her **Certificate of Insurance** by written notice to the Insurer or our licensed agent, stating at what future date cancellation is to be effective.
2. If this **Certificate of Insurance** has been in effect for sixty (60) days or less, this **Certificate of Insurance** may be canceled by the Insurer by mailing or delivering to the **Named Insured** written notice stating the reason for cancellation at the mailing address shown on this **Certificate of Insurance**, and to the **Named Insured's** authorized agent or broker and to the **Policyholder** at least:
  - a. twenty (20) days before the effective date of cancellation if this **Certificate of Insurance** is canceled for any reason not included in paragraph (b) below.
  - b. fifteen (15) days before the effective date of cancellation if this **Certificate of Insurance** is canceled for any of the following reasons:
    - i. nonpayment of premium provided; however, a notice of cancellation on this ground shall inform the **Named Insured** of the amount due;
    - ii. conviction of a crime arising out of acts increasing the hazard insured against;
    - iii. discovery of fraud or material misrepresentation in the obtaining of this **Certificate of Insurance** or in the presentation of a **Claim**;
    - iv. after issuance of this **Certificate of Insurance** 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 **Certificate Period**;
    - v. material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of this **Certificate of Insurance**, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time this **Certificate of Insurance** was issued or last renewed;
    - vi. a determination by the New York State Superintendent of Insurance that continuation of the Insurer's present premium volume would jeopardize the Insurer's solvency or be hazardous to the interest of the Insurer's policyholders, creditors or the public;
    - vii. a determination by such Superintendent that the continuation of this **Certificate of Insurance** would violate, or would place the Insurer in violation of, any provision of the New York Insurance Code; or
    - viii. revocation or suspension of the **Named Insured's** license to provide **Professional Services**.
3. If this **Certificate of Insurance** has been in effect for more than sixty (60) days, or if this **Certificate of Insurance** is a renewal or continuation of a **Certificate of Insurance** issued by the Insurer, this **Certificate of Insurance** may be canceled by the Insurer only for any of the reasons listed in paragraph A.2.b. above provided a written notice stating the reason for cancellation is mailed or delivered to the **Named Insured** at the address shown in this **Certificate of Insurance**, and his or her authorized agent or broker and to the **Policyholder** at least fifteen (15) days before the effective date of cancellation.
4. Notice of cancellation will state the effective date of cancellation. The **Certificate Period** will end on this date. If notice is mailed, proof of mailing will be sufficient proof of notice.





5. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure. If the Insurer cancels, earned premium shall be computed pro rata. However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, the Insurer will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
6. If one of the reasons for cancellation set forth in Paragraph A.2.b. exists, the Insurer may cancel this entire **Certificate of Insurance**, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this **Certificate of Insurance**.

B. Nonrenewal / Conditional Renewal of this **Certificate of Insurance**

1. If the Insurer elects not to renew this **Certificate of Insurance**, the Insurer shall send notice as provided in paragraph 3. below along with the reason for nonrenewal.
2. If the Insurer conditions renewal of this **Certificate of Insurance** upon:
  - a. Change of limits;
  - b. Change in type of coverage;
  - c. Reduction of coverage;
  - d. Increased deductible;
  - e. Addition of exclusion;
  - f. Increased premiums in excess of 10%, exclusive of any premium increased 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; the Insurer shall send notice as provided in paragraph 3.b. below.

The Insurer shall send notice as provided in paragraph 3.

3. Notice of nonrenewal and conditional renewal will be provided as follows:
  - a. If the Insurer decides not to renew this **Certificate of Insurance** or to conditionally renew this **Certificate of Insurance** as provided in paragraphs 1. and 2. above, the Insurer shall mail or deliver written notice to the **Named Insured** at least sixty (60) but not more than one hundred twenty (120) days before:
    - i. the expiration date; or
    - ii. the anniversary date if this is a continuous **Certificate of Insurance**.
  - b. Notice will be mailed or delivered to the **Named Insured** at the address shown in this **Certificate of Insurance** and his or her authorized agent or broker and to the **Policyholder**. The notice will include the specific reason or reasons for nonrenewal or conditional renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.
  - c. The Insurer will not send the **Named Insured** notice of non-renewal or conditional renewal if the **Named Insured** or his or her authorized agent or broker or another insurer of the **Named Insured** mails or delivers notice that this **Certificate of Insurance** has been replaced or is no longer desired.
4. If the Insurer violates any of the provisions of the paragraphs above by sending the **Named Insured** an incomplete or late notice of conditional renewal or notice of nonrenewal:
  - a. Coverage will remain in effect at the same terms and conditions of this **Certificate of Insurance** at the lower of the current rates or the prior **Certificate Period's** rates until sixty (60) days after such notice is mailed or delivered, unless the **Named Insured**, during this sixty (60) day period, has replaced the coverage or elects to cancel.



- b. On or after the expiration date of this **Certificate of Insurance**, coverage will remain in effect at the same terms and conditions of this **Certificate of Insurance** for another **Certificate Period** at the lower of the current rates or the prior **Certificate Period's** rates, unless the **Named Insured**, during this **Certificate Period**, has replaced the coverage or elects to cancel.

11. Section IX. OTHER INSURANCE is deleted in its entirety and replaced as follows:

**IX. OTHER INSURANCE**

If any **Loss** resulting from any **Claim** is insured under any other policies, this Policy shall apply only to the extent the **Loss** exceeds the amount paid under such other valid and collectible insurance whether such other valid and collectible insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other valid and collectible insurance is written only as specific excess insurance over this Policy.

12. Section XVI. EXCLUSIONS is amended as follows:

- A. Paragraph A. **Prior Litigation** is amended to add the words "or **Policyholder**" after the first use of the word "**Insured**."

- B. Paragraph N. **Nuclear/Pollution** is amended as follows:

- 1. The title is changed from "**Nuclear/Pollution**" to "**Pollution**".
- 2. The phrase "nuclear reaction, radiation or contamination," is removed from the exclusion.

- C. Exclusion I. **Insolvency**, is deleted in its entirety and replaced as follows:

**I. Insolvency**

based upon, arising out of, due to or involving directly or indirectly the insolvency, receivership, liquidation or inability to pay, of any insurance carrier, broker/dealer, trust or investment vehicle in which the **Insured** has placed or obtained coverage for a client or an account.

However, this exclusion does not apply:

- a. to any **Claim** arising from the **Insured's** placement of coverage with an admitted Insurer with an A.M. Best rating of "A-" or better rating at the time the **Insured** initially placed the risk with such Insurer; or
- b. to any entity described above, if the entity was authorized or operated by a government body or bodies pursuant to statute or regulation, including assigned risk plans, joint underwriting associations, pools, FAIR Plans, or other residual market mechanisms, but only with respect to such entity in its capacity or operation in such programs.

- D. Exclusion R. **Investment Banking Activities**, is deleted in its entirety and replaced as follows:

**R. Investment Banking Activities**

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged underwriting; syndicating; or investment banking work; or associated counseling or investment activities which includes any aspect of any actual, attempted or threatened mergers, acquisitions, divestitures, tender offers, proxy contests, leveraged buy-outs, going private transactions, reorganizations, capital restructuring, recapitalization, spin-offs, primary or secondary offerings of securities (regardless of whether the offering is a public offering or a Private Placement); other



efforts to raise or furnish capital or financing for any enterprise or entity or any disclosure requirements in connection with any of the foregoing; provided, however, that this exclusion shall not apply to **Claims** arising from sales by an **Insured** of securities in connection with an offering thereof where such **Claims** relate solely to conduct by the **Insured** detrimentally relied upon by particular clients of the **Insured Broker/Dealer** and do not arise from facts or circumstances affecting the offering generally such as actual or alleged misrepresentations or omissions in the formal written offering materials, including registration statements, offering memoranda and circulars;

E. Exclusion U. **Wrongful Employment Practices**, is deleted in its entirety and replaced as follows:

U. **Wrongful Employment Practices**

based upon, directly or indirectly arising out of, or in any way involving employment practices which includes discrimination or termination of employment;

13. Section XII. NO ACTION AGAINST INSURER is deleted in its entirety and replaced with the following:

No action shall be taken against the Insurer unless, as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** or by written agreement of the **Insured**, the claimant and the Insurer. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Insurer in any action against the **Insured** to determine the **Insured's** liability, nor shall the Insurer be impleaded by the **Insured** or their legal representative in any such **Claim**.

14. The following new section is added to the Policy:

**BANKRUPTCY**

Bankruptcy or insolvency of any **Insured** or of the **Insured's** estate will not relieve the Insurer of its obligations under this Policy.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the Policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### OHIO

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason Within the first ninety (90) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for ninety (90) days or more, it may be canceled for one of the following reasons:

- a. Nonpayment;
- b. **Certificate of Insurance** obtained through material misrepresentation;
- c. Any **Insured** violated the terms and conditions of the coverage;
- d. The risk originally accepted has measurably increased;
- e. Loss of reinsurance;
- f. Determination by the Superintendent that continuation of the **Certificate of Insurance** could place **Insured** in violation of law;
- g. Failure of **Insured** to correct material violation of safety codes.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### OKLAHOMA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Named Insured's Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

After the **Named Insured's Certificate of Insurance** has been in effect more than 45 "Business Days" it may only be canceled for 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 thereunder;
- c. Discovery of willful or reckless acts or omissions on the part of any **Insured** which increase any hazard insured against;
- d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance 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 insured property or the occupancy thereof which substantially increases any hazard insured against;
- f. A determination of the Commissioner that the continuation of the **Certificate of Insurance** would place the insured in violation of the insurance laws of this state;
- g. Conviction of the **Insured** of a crime having as one of its necessary elements an act increasing any hazards insured against; or
- h. Loss of or substantial changes in applicable reinsurance.

The Insurer will mail thirty (30) days advanced notice of cancellation prior to the effective date of such cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the address shown on the **Certificate of Insurance**, at least sixty (60) days prior to the expiration date and shall provide a specific explanation of the reason(s) for non-renewal. If notice is given by mail, said notice shall be deemed to have been given on the day that said notice is mailed. If the notice is mailed less than sixty (60) days before the expiration, coverage shall remain in effect until sixty (60) days after notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. The transfer of a **Certificate of Insurance** holder between companies within the same insurance group is not a refusal to renew. In addition, changing deductibles, changes in premium, changes in the amount of insurance, or reductions in **Certificate of Insurance** limits or coverage are not refusals to renew.

4. Other Cancellation/Nonrenewal Provisions

If the Insurer offer to renew the **Insured's** coverage under the **Certificate of Insurance** at less favorable terms as to the dollar amount of coverage, deductibles, higher rates or rating plans, reduction in limits or coverage, such



less favorable terms will take effect on the renewal date if the Insurer has notified the **Named Insured** at least 45 days prior to the expiration date of the **Certificate of insurance**.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**CANCELLATION AND NON-RENEWAL ENDORSEMENT**  
**THE LIFE AGENT PROFESSIONAL LIABILITY MASTER POLICY**  
**OREGON**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Fraud or material misrepresentation;
- c. Substantial risk increase;
- d. Failure to comply with reasonable loss control recommendations
- e. Breach of contractual duties, conditions or warranties.
- f. Loss or decrease in reinsurance covering the risk.
- g. Where the Director has determined that a continuation of a line of Insurance or class of business to which the policy belongs will jeopardize a company's solvency or place it in violation of Oregon law.
- h. Any other reason approved by the director by rule.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premium shall be computed pro-rata.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Named Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Named Insured's** coverage under the policy remain unchanged.





All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**CANCELLATION AND NON-RENEWAL ENDORSEMENT**  
**THE LIFE AGENT PROFESSIONAL LIABILITY MASTER POLICY**  
**PENNSYLVANIA**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

**Cancellation/Nonrenewal**

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the insurer stating when thereafter the cancellation shall be effective.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first fifty-nine (59) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

After this **Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Material misrepresentation or fraud which affects Insurability of risk;
- c. Violation of policy conditions;
- d. **Insured** has requested cancellation;
- e. Loss of or a substantial decrease in reinsurance Certified by the Commissioner.
- f. A condition, factor or loss experience material to Insurability has become known during the coverage period.
- g. Other reasons the Commissioner may approve.

The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least fifteen (15) days prior to the effective date of such cancellation.

3. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premium shall be computed pro-rata.

4. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.



By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**CANCELLATION AND NONRENEWAL ENDORSEMENT**  
**LIFE AGENT PROFESSIONAL LIABILITY MASTER POLICY**  
**RHODE ISLAND**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Non-renewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective.

2. Cancellation by the Insurer

the Insurer have the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Misrepresentation/Fraud;
- c. Activities or omissions which increase hazard;
- d. Change in risk which increases risk of loss;
- e. Loss of Insurer's reinsurance;
- f. Jeopardy of solvency or violation of state laws;
- g. Incendiarism;
- h. Violation of breach of policy terms or conditions;
- i. Constructive or Total Loss of the **Named Insured** property;
- j. Other reasons approved by the Commissioner

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premium shall be computed pro-rata.

4. Non-Renewal by the Insurer

The Insurer have the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Policyholder's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Named Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.



This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**CANCELLATION AND NON-RENEWAL ENDORSEMENT**  
**LIFE AGENT PROFESSIONAL LIABILITY MASTER POLICY**  
**SOUTH CAROLINA**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first 120 days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If canceled for non-payment ten (10) days notice will be given.

After the **Named Insured's Certificate of Insurance** has been in effect for 120 days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Misrepresentation;
- c. Violation or breach of coverage conditions;
- d. Unforeseen change in risk assumed;
- e. Loss of Insurer's reinsurance or where continuation would threaten solvency or place Insurer in violation of the law.
- f. Continuation of policy would jeopardize the Insurer's solvency or place it in violation of the law.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premium shall be computed pro-rata.

4. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall provide a specific explanation of the reason(s) for non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice. For any non-renewal effective between June 1<sup>st</sup> and October 31<sup>st</sup> notice must be given in the manner described above, not less than ninety (90) days prior to the effective date of such non-renewal. For any non-renewal effective between November 1<sup>st</sup> and May 31<sup>st</sup> notice must be giving in the manner described above, not than sixty (60) days prior to the effective date of such non-renewal.

The notice the cancellation or non-renewal will contain the following statement to inform the **Named Insured** of their right to request, in writing, a review by the Director of Insurance, the action of the insurer.



**IMPORTANT NOTICE:**

Within thirty (30) days of receiving this notice, you or your attorney may request in writing that the Director of Insurance review this action to determine whether the Insurer has complied with South Carolina laws in canceling or non-renewing your **Certificate of Insurance**. If this insurer has failed to comply with the cancellation or non-renewal laws, the Director of Insurance may require that the **Certificate of Insurance** be reinstated. However, the Director is prohibited from making underwriting judgment. If the Insurer has complied with the cancellation or non-renewal laws, the Director does not have the authority to overturn this action.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### SOUTH DAKOTA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled for one of the following reasons:

- a. Nonpayment;
- b. Fraud or material misrepresentation on the application, **certificate of Insurance** obtained through fraud or material misrepresentation, or fraud or material misrepresentation in pursuit of a claim;
- c. Any **Insured** violated the terms and conditions of the coverage;
- d. Substantial increase in risk;
- e. Acts or omissions of Insured which increase hazards;
- f. Determination by the Commissioner of Insurance that continuation of the policy could place Insured in violation of South Dakota law or the laws of any other state or threaten the Insurer's insolvency;
- g. Any other reasons that are approved by the Commissioner

The Insurer must mail notice of cancellation at least twenty (20) days prior to the effective date of such cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





**CANCELLATION AND NONRENEWAL ENDORSEMENT**  
**LIFE AGENT PROFESSIONAL LIABILITY MASTER POLICY**  
**TENNESSEE**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Misrepresentation or fraud;
- c. Violation or breach of coverage under the **Certificate of Insurance**;
- d. Conviction of the **Named Insured** of a crime that increases hazard **Named Insured** against;
- e. Failure to comply with written loss control recommendations;
- f. Material change in the risk;
- g. Determination by the Commissioner that continuation of a policy would jeopardize a company's solvency or place it in violation of the law.
- h. Such other reasons approved by the commissioner.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premium shall be computed pro-rata.

4. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Named Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Named Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.



This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### TEXAS

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:

- a. Nonpayment;
- b. Fraud in obtaining coverage;
- c. An increase in hazard within the **Insured's** control which would produce an increase in rate;
- d. Loss of applicable reinsurance;
- e. Insurer placed in supervision, conservatorship or receivership.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew this **Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least ninety (90) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**CANCELLATION AND NON-RENEWAL ENDORSEMENT**  
**LIFE AGENT PROFESSIONAL LIABILITY MASTER POLICY**  
**UTAH**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled for one of the following reasons:

- a. Nonpayment;
- b. **Certificate of Insurance** obtained through material misrepresentation;
- c. Any **Named Insured** violated the terms and conditions of the coverage;
- d. The risk originally accepted has measurably increased;
- e. Substantial breaches of contractual duties, conditions, or warranties.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premium shall be computed pro-rata.

4. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Named Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### VIRGINIA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer may cancel any **Named Insured's Certificate of Insurance** subject to these cancellation requirements, regardless of the period of time in force, for any reason, except the prohibited reasons, subject to compliance with the notice requirements.

The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least fifteen (15) days prior to the effective date of such cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any policy anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

4. Other Provisions

If the Insurer intends to renew the **Named Insured's Certificate of Insurance** with a reduction in coverage or rate increase of more than 25 percent, the Insurer must mail notice to the **Named Insured** at least forty-five (45) days prior to the effective date of such renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### VERMONT

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

After this **Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled for one of the following reasons:

- a. Nonpayment;
- b. **Certificate of Insurance** obtained through material misrepresentation;
- c. Any **Insured** violated the terms and conditions of the coverage under the **Certificate of Insurance**;
- d. The risk originally accepted has measurably increased;

The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least fifteen (15) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### WASHINGTON

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

If the **Named Insured's Certificate of Insurance** is canceled the Insurer must mail notice of cancellation, accompanied by the actual reason therefore, at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

Like notice of cancellation must also be sent to each mortgagee, pledgee or other person shown by the **Certificate of Insurance** to have an interest in any loss which may occur thereunder.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

Whenever a notice of cancellation or non-renewal or an offer to renew is furnished to a **Named Insured** in accord with any provision of this chapter, a copy of such notice or offer shall be provided within five working days to the agent on the account or to the broker of record for the **Named Insured**. When possible, the copy to the agent or broker may be provided electronically.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### WISCONSIN

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Named Insured's Certificate of Insurance** is so canceled; earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled for one of the following reasons:

- a. Non-payment;
- b. **Certificate of Insurance** obtained through material misrepresentation;
- c. Substantial change in risk;
- d. Breach of contractual duties, conditions or warranties;

The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





**CANCELLATION AND NON-RENEWAL ENDORSEMENT**  
**LIFE AGENT PROFESSIONAL LIABILITY MASTER POLICY**  
**WEST VIRGINIA**

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) day prior to the effective date of such cancellation.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premium shall be computed pro-rata.

4. Non-renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least Sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reasons(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION AND NON- RENEWAL ENDORSEMENT

### WYOMING

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation.

After the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or more, it may be canceled for one of the following reasons:

- a. Nonpayment;
- b. **Certificate of Insurance** obtained through material misrepresentation;
- c. Any **Insured** violated the terms and conditions of the policy;
- d. The risk originally accepted has measurably increased;

The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer have the right to non-renew this **Certificate of Insurance** effective of any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASTER POLICY  
LIFE AGENT PROFESSIONAL LIABILITY POLICY  
AMENDATORY ENDORSEMENT - ARKANSAS**

1. In consideration of the premium paid, it is agreed that **Section III. DEFINITIONS**, is amended by the addition of the following new definition:

**Punitive damages** means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

2. In consideration of the premium paid, it is agreed that **Section IV. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

**IV. EXTENDED REPORTING PERIOD**

- A. If during the **Policy Period** an **Agent or General Agent or Registered Representative** ceases their status as such with the **Policyholder**, such **Agent or General Agent or Registered Representative** shall have an automatic sixty (60) day Automatic Extended Reporting Period at no additional charge, beginning on his/her date of termination and terminating sixty (60) days thereafter, during which time coverage for such **Agent or General Agent or Registered Representative** shall continue in accordance with the terms and conditions of this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

This Automatic Extended Reporting Period shall terminate immediately upon the effective date of the Optional Extended Reporting Period.

- B. Within 60 days after termination of his/her status as such with the **Policyholder**, such **Agent or General Agent or Registered Representative** shall have the right to purchase, upon payment of an additional rate (determined as a percentage of the expiring annual rate as specified below), an optional extension of this Policy for the period described below. The Optional Extended Reporting Period shall begin on his/her date of termination, during which coverage for such **Agent or General Agent or Registered Representative**, shall continue as an **Insured** under this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

<u>Optional Extended Reporting Period</u>	<u>Rate%</u>
1 Year	100%

- C. The Limit of Liability for all **Claims** reported during the Automatic Extended Reporting Period shall be part of and not in addition to the Limit of Liability set forth in the Declarations. The Limit of Liability for all **Claims** reported during the Optional Extended Reporting Period is the remainder of the Limit of Liability for the **Policy Period** or fifty percent (50%) of the expiring Policy Aggregate as stated in the Declarations, whichever is greater.

3. In consideration of the premium paid, it is agreed that **Section VII. NOTICE**, paragraph A. is amended by the following:

The reference to "30 days" is deleted and is replaced by "60 days"

All other terms and conditions of the Policy remain unchanged.



This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## MASTER POLICY – AMENDATORY ENDORSEMENT - FLORIDA

1. In consideration of the premium paid, it is agreed that the following is added to this Policy:  
  
If **Insured Persons** have any questions regarding this Policy please call 1-312-822-5000 for assistance.
2. In consideration of the premium paid, it is agreed that the definition of **Domestic Partner** in the section entitled **DEFINITIONS** is deleted in its entirety and replaced with the following:  
  
**Domestic Partner** means any person qualifying as such under any federal, state or local laws.
3. In consideration of the premium paid, it is agreed that the definition of **Loss** in the section entitled **DEFINITIONS** is deleted and replaced as follows:  
  
However, **Loss** shall not include:
  - A. any amount for which there is no legal recourse against the **Insureds**;
  - B. costs incurred as a result of any injunctive relief;
  - C. the return of commissions, fees or charges for services rendered by an **Insured**; or
  - D. matters which are uninsurable under the law pursuant to which this Policy shall be construed.
  - E. However, **Loss** shall include any taxes incurred by a third party and included in such third party's **Claims** against the **Insured**;
4. In consideration of the premium paid, it is agreed that the definition of **Pollutants** in the section entitled **DEFINITIONS** is deleted in its entirety and replaced as follows:  
  
**Pollutants** means, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed).
5. In consideration of the premium paid, it is agreed that paragraph 1. of the section entitled **NO ACTION AGAINST INSURER** is deleted and replaced as follows:
  1. No action shall be taken against the Insurer unless, as a condition precedent, there shall have been full compliance with all the provisions of this Policy. Such action must be taken within five (5) years.
6. In consideration of the premium paid, it is agreed that the section entitled **TRADE EMBARGOES AND SANCTIONS** is deleted in its entirety and not replaced.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**MASTER POLICY  
LIFE AGENT PROFESSIONAL LIABILITY POLICY**

**AMENDATORY ENDORSEMENT - MARYLAND**

In consideration of the premium paid, it is agreed that solely with respect to **Agents or General Agents, Registered Representatives or Enrollers** insured under this Policy, who are residents of or practice in the state of Maryland, the Policy is amended as follows:

1. Section **II. DEFENSE** item C. Arbitration is deleted in its entirety and not replaced.
2. In consideration of the premium paid, it is hereby understood and agreed that Section **IV. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

- A. If during the **Policy Period** an **Agent or General Agent, Registered Representative or Enroller** ceases their status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative or Enroller** shall have an automatic one year Automatic Extended Reporting Period at no additional charge, beginning on his /her date of termination and terminating 12 months thereafter, during which time coverage for such **Agent, or General Agent, Registered Representative or Enroller** shall continue in accordance with the terms and conditions of this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

This Automatic Extended Reporting Period shall be void if an Optional Extended Reporting Period is subsequently purchased and the effective date of such Optional Extended Reporting Period shall be as of the date of termination of the **Agent or General Agent, Registered Representative or Enroller**.

- B. Within 30 days after termination of his/her status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative or Enroller** shall have the right to purchase, upon payment of an additional rate (determined as a percentage of the expiring annual rate as specified below), an optional extension of this Policy for the period described below. The Optional Extended Reporting Period shall begin on his/her date of termination, during which coverage for such **Agent or General Agent, Registered Representative or Enroller**, shall continue as an **Insured** under this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

<u>Optional Extended Reporting Period</u>	<u>Rate%</u>
2 Years	100%
3 Years	200%
5 Years	300%

- C. An **Agent, General Agent, Registered Representative or Enroller** shall not be entitled to such Automatic Extended Reporting Period if he or she, at the time any **Claim** is made, is enrolled in any broker, dealer, life agent, registered representative, registered investment adviser, financial planning or professional liability policy, other than this Policy, whether or not that policy actually affords coverage for the **Claim** in question.
- D. An **Agent, General Agent or Registered Representative** shall not be entitled to such Automatic Extended Reporting Period if the Insurer has cancelled such **Agent's, General Agent's or Registered Representative's Certificate of Insurance** for non payment of premium when due.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASTER POLICY  
LIFE AGENT PROFESSIONAL LIABILITY POLICY**

**AMENDATORY ENDORSEMENT - MICHIGAN**

In consideration of the premium paid, it is agreed that solely with respect to **Agents or General Agents, Registered Representatives or Enrollers** insured under this Policy, who are residents of or practice in the state of Michigan, the Policy is amended as follows:

1. In consideration of the premium paid, it is hereby understood and agreed that Section **IV. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

A. If during the **Policy Period** an **Agent or General Agent, Registered Representative or Enroller** ceases their status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative or Enroller** shall have an automatic one year Automatic Extended Reporting Period at no additional charge, beginning on his /her date of termination and terminating 12 months thereafter, during which time coverage for such **Agent, or General Agent, Registered Representative or Enroller** shall continue in accordance with the terms and conditions of this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

This Automatic Extended Reporting Period shall be void if an Optional Extended Reporting Period is subsequently purchased and the effective date of such Optional Extended Reporting Period shall be as of the date of termination of the **Agent or General Agent, Registered Representative or Enroller**.

B. Within 30 days after termination of his/her status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative or Enroller** shall have the right to purchase, upon payment of an additional rate (determined as a percentage of the expiring annual rate as specified below), an optional extension of this Policy for the period described below. The Optional Extended Reporting Period shall begin on his/her date of termination, during which coverage for such **Agent or General Agent, Registered Representative or Enroller**, shall continue as an **Insured** under this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

<u>Optional Extended Reporting Period</u>	<u>Rate%</u>
2 Years	100%
3 Years	200%
5 Years	300%

C. An **Agent, General Agent, Registered Representative or Enroller** shall not be entitled to such Automatic Extended Reporting Period if he or she, at the time any **Claim** is made, is enrolled in any broker, dealer, life agent, registered representative, registered investment adviser, financial planning or professional liability policy, other than this Policy, whether or not that policy actually affords coverage for the **Claim** in question.

D. An **Agent, General Agent or Registered Representative** shall not be entitled to such Automatic Extended Reporting Period if the Insurer has cancelled such **Agent's, General Agent's or Registered Representative's Certificate of Insurance** for non payment of premium when due.

All other terms and conditions of the Policy remain unchanged.





This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## DISCLOSURE STATEMENT – MISSOURI

On behalf of the **Insureds**, I hereby understand and acknowledge that as provided by the Certificate of Insurance: (1) **Defense Costs** are subject to the Retentions provided in the Certificate of Insurance and (2) **Defense Costs**, which are part of and not in addition to the Limit of Liability provided in the Certificate of Insurance, shall reduce the Limit of Liability and may exhaust it completely. Should that occur, the **Insureds** shall be liable for any further **Loss** including **Defense Costs**.

---

Authorized Officer of the **Named Insured**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**MASTER POLICY  
LIFE AGENT PROFESSIONAL LIABILITY**

**AMENDATORY ENDORSEMENT - NORTH CAROLINA**

In consideration of the premium paid, it is agreed that the following new provision is added to the policy:

**I. BANKRUPTCY**

Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of any of its obligations hereunder.

II. In consideration of the premium paid, it is agreed that Section **IV. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

- A. If during the Policy Period an **Agent or General Agent, Registered Representative or Enroller** ceases their status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative or Enroller** shall have an automatic one year Automatic Extended Reporting Period at no additional charge, beginning on his /her date of termination and terminating 12 months thereafter, during which time coverage for such **Agent, or General Agent, Registered Representative or Enroller** shall continue in accordance with the terms and conditions of this Policy, but only with respect to **Wrongful Acts** (i) committed after the Prior Acts Date as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

This Automatic Extended Reporting Period shall be void if an Optional Extended Reporting Period is subsequently purchased and the effective date of such Optional Extended Reporting Period shall be as of the date of termination of the **Agent or General Agent, Registered Representative or Enroller**.

- B. Within 30 days after termination of his/her status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative or Enroller** shall have the right to purchase, upon payment of an additional rate (determined as a percentage of the expiring annual rate as specified below), an optional extension of this Policy for the period described below. The Optional Extended Reporting Period shall begin on his/her date of termination, during which coverage for such **Agent or General Agent, Registered Representative or Enroller**, shall continue as an **Insured** under this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

<u>Optional Extended Reporting Period</u>	<u>Rate%</u>
2 Years	100%
3 Years	200%
5 Years	300%

- C. The Limit of Liability for all **Claims** reported during the Automatic Extended Reporting Period shall be part of and not in addition to the limits of liability set forth in the Declarations. The Limit of Liability for all **Claims** reported during the Optional Extended Reporting Period shall be reinstated to one hundred (100%) of the expiring Policy Aggregate as stated in the Declarations..
- D. An **Agent, General Agent, Registered Representative or Enroller** shall not be entitled to the Automatic Extended Reporting Period if he or she, at the time any **Claim** is made, is enrolled in any broker, dealer, life agent, registered representative, registered investment adviser, financial planning or professional liability policy, other than this Policy, whether or not that policy actually affords coverage for the **Claim** in question.



- E. The **Insured** shall not be entitled to such Extended Reporting Period including the one year Automatic Extended Reporting if the **Policyholder** terminates its relationship with the **Insured** for non payment of premium.
- F. Within forty-five (45) days after the mailing or delivery of the written request of the **Insured** for the Extended Reporting Period, the Insurer shall mail or deliver the following loss information covering a three-year period:
  - i. Aggregate information on total closed claims, including date and description of occurrence, and any paid losses;
  - ii. Aggregate information on total open claims, including date and description of occurrence, and amounts of any payments;
  - iii. Information on notice of any occurrence, including date and description of occurrence

III. In consideration of the premium paid, it is agreed that Section **XI. CHANGES** is deleted in its entirety and replaced with the following:

The provisions of this Policy shall be waived, changed or modified except by endorsement issued to form a part of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## AMENDATORY ENDORSEMENT - NEVADA

In consideration of the premium paid, it is agreed that the following new provision is added to the policy:

**1. BANKRUPTCY**

Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of any of its obligations hereunder.

**2.** In consideration of the premium paid, it is agreed that Section XI. **CHANGES** is deleted in its entirety and replaced with the following:

The provisions of this Policy shall not be waived, changed or modified except by endorsement issued to form a part of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASTER POLICY**

**LIFE AGENTS PROFESSIONAL LIABILITY**

**AMENDATORY ENDORSEMENT – OREGON**

- I. In consideration of the premium paid, it is agreed that paragraphs **B** and **C** of Section **IV. EXTENDED REPORTING PERIOD** are deleted in their entirety and not replaced.
- II. In consideration of the premium paid, it is agreed Section **XVI. EXCLUSIONS** Subsection **I. Insolvency** is deleted in its entirety and replaced with the following:

Subsection **I. Insolvency**

Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of any of its obligations hereunder.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## MASTER POLICY

### LIFE AGENTS PROFESSIONAL LIABILITY

#### AMENDATORY ENDORSEMENT- PENNSYLVANIA

1. In consideration of the premium paid, it is agreed that Section IV. **EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced as follows:

##### Section IV. EXTENDED REPORTING PERIOD

- A. If during the **Policy Period** an **Agent or General Agent, Registered Representative or Enroller** ceases their status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative or Enroller** shall have an automatic one year Automatic Extended Reporting Period at no additional charge, beginning on his /her date of termination and terminating 12 months thereafter, during which time coverage for such **Agent, or General Agent , Registered Representative or Enroller** shall continue in accordance with the terms and conditions of this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

This Automatic Extended Reporting Period shall be void if an Optional Extended Reporting Period is subsequently purchased and the effective date of such Optional Extended Reporting Period shall be as of the date of termination of the **Agent or General Agent, Registered Representative or Enroller**.

- B. Within 60 days after termination of his/her status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative or Enroller** shall have the right to purchase, upon payment of an additional rate (determined as a percentage of the expiring annual rate as specified below), an optional extension of this Policy for the period described below. The Optional Extended Reporting Period shall begin on his/her date of termination, during which coverage for such **Agent or General Agent, Registered Representative or Enroller**, shall continue as an **Insured** under this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

Optional Extended Reporting Period	Rate%
2 years	100%
3 years	200%
5 years	300%

2. In consideration of the premium paid, it is agreed that **Section XI. CHANGES** is deleted in its entirety and replaced by the following:

##### Section XI. CHANGES

None of the provisions of this Policy shall be waived or changed except by written endorsement issued to form a part of this Policy.

All other terms and conditions of the policy remain unchanged.



This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





**MASTER POLICY**  
**LIFE AGENT PROFESSIONAL LIABILITY**  
**AMENDATORY ENDORSEMENT – SOUTH CAROLINA**

- I. In consideration of the premium paid, it is agreed that under **Section III. Definitions**, the definition of **Loss** is deleted in its entirety and replaced with the following:

**Loss** means monetary settlements or monetary judgments (including any award of pre-judgment and post-judgment interest) and **Defense Costs** for which the **Insured** is legally obligated to pay on account of a covered **Claim**.

However, **Loss** shall not include:

- A. criminal or civil fines or penalties imposed by law or taxes. However, **Loss** shall include any taxes, fines, and penalties incurred by a third party and included in such third party's **Claims** against the **Insured**;
- B. any amount for which there is no legal recourse against the **Insureds**;
- C. costs incurred as a result of any injunctive relief;
- D. the return of commissions, fees or charges for services rendered by an **Insured**; or
- E. matters which are uninsurable under the law pursuant to which this Policy shall be construed.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## MASTER POLICY

### LIFE AGENT PROFESSIONAL LIABILITY

#### AMENDATORY ENDORSEMENT – SOUTH DAKOTA

1. In consideration of the premium paid, it is agreed that paragraph 1. of Section IV. **EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced as follows:

##### Section IV. EXTENDED REPORTING PERIOD

- A. If during the Policy Period an **Agent** or **General Agent, Registered Representative** or **Enroller** ceases their status as such with the **Policyholder**, such **Agent** or **General Agent, Registered Representative** or **Enroller** shall have an automatic one year Automatic Extended Reporting Period at no additional charge, beginning on his /her date of termination and terminating 12 months thereafter, during which time coverage for such **Agent**, or **General Agent, Registered Representative** or **Enroller** shall continue in accordance with the terms and conditions of this Policy, but only with respect to Wrongful Acts (i) committed after the Prior Acts Date as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are Wrongful Acts otherwise covered under the terms and conditions of this Policy.

This Automatic Extended Reporting Period shall be void if an Optional Extended Reporting Period is subsequently purchased and the effective date of such Optional Extended Reporting Period shall be as of the date of termination of the **Agent or General Agent, Registered Representative** or **Enroller**.

- B. Within 60 days after termination of his/her status as such with the **Policyholder**, such **Agent or General Agent, Registered Representative** or **Enroller** shall have the right to purchase, upon payment of an additional rate (determined as a percentage of the expiring annual rate as specified below), an optional extension of this Policy for the period described below. The Optional Extended Reporting Period shall begin on his/her date of termination, during which coverage for such **Agent or General Agent, Registered Representative** or **Enroller**, shall continue as an **Insured** under this Policy, but only with respect to **Wrongful Acts** (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before his/her termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.

Optional Extended Reporting Period	Rate%
2 years	100%
3 years	200%
5 years	300%

- C. An **Agent, General Agent** or **Registered Representative** shall not be entitled to such Automatic Extended Reporting Period if he or she, at the time any **Claim** is made, is enrolled in any broker, dealer, life agent, registered representative, registered investment adviser, financial planning or professional liability policy, other than this Policy, whether or not that policy actually affords coverage for the **Claim** in question.
- D. An **Agent, General Agent** or **Registered Representative** shall not be entitled to such Automatic Extended Reporting Period if the Insurer has cancelled such **Agent's, General Agent's** or **Registered Representative's Certificate of Insurance** for non payment of premium when due

2. In consideration of the premium paid, it is agreed that paragraph X. **SUBROGATION AND RECOVERY** is deleted in its entirety and replaced with the following:

##### Section X. SUBROGATION AND RECOVERY

In the event of any payment under this Policy, the Insurer shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, but only after the Insured Persons' have been made whole



and are fully compensated for any **Loss**. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any amount recovered in excess of the Insurer's total payment shall be restored to the **Insured**, less the cost to the Insurer of recovery.

3. In consideration of the premium paid, it is agreed that **Section XI. CHANGES** is deleted in its entirety and replaced by the following:

**Section XI. CHANGES**

None of the provisions of this Policy shall be waived or changed except by written endorsement issued to form a part of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASTER POLICY**  
**LIFE AGENT PROFESSIONAL LIABILITY**  
**AMENDATORY ENDORSEMENT - TENNESSEE**

- I. In consideration of the premium paid, it is agreed that under **Section III. Definitions**, the definition of **Loss** is deleted in its entirety and replaced with the following:

**Loss** means monetary settlements or monetary judgments (including any award of pre-judgment and post-judgment interest) and **Defense Costs** for which the **Insured** is legally obligated to pay on account of a covered **Claim**.

However, **Loss** shall not include:

- A. criminal or civil fines or penalties imposed by law or taxes. However, **Loss** shall include any taxes, fines, and penalties incurred by a third party and included in such third party's **Claims** against the **Insured**;
- B. any amount for which there is no legal recourse against the **Insureds**;
- C. costs incurred as a result of any injunctive relief;
- D. the return of commissions, fees or charges for services rendered by an **Insured**; or
- E. matters which are uninsurable under the law pursuant to which this Policy shall be construed.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASTER POLICY**  
**LIFE AGENT PROFESSIONAL LIABILITY**  
**AMENDATORY ENDORSEMENT - UTAH**

- I. In consideration of the premium paid, it is agreed that **Section X. SUBROGATION AND RECOVERY** is deleted in its entirety and replaced with the following:

**Section X. SUBROGATION AND RECOVERY**

In the event of any payment under this Policy, the Insurer shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, but only after the **Insured** has first been made whole. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any amount recovered in excess of the Insurer's total payment shall be restored to the **Insured**, less the cost to the Insurer of recovery.

- II. In consideration of the premium paid, it is agreed the following new provision is added to the policy:

**BANKRUPTCY/INSOLVENCY**

The bankruptcy or insolvency of any **Insured** or of an **Insured's** estate shall not relieve the Insurer of any of its obligations hereunder.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASTER POLICY**  
**LIFE AGENT PROFESSIONAL LIABILITY**  
**AMENDATORY ENDORSEMENT-WISCONSIN**

In consideration of the premium paid, it is agreed that:

**I. Section X. SUBROGATION AND RECOVERY** is deleted in its entirety and replaced with the following:

In the event of any payment under this Policy, the Insurer shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, but only after the **Insured** have been made whole and are fully compensated for loss. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any amount recovered in excess of the Insurer's total payment shall be restored to the **Insured**, less the cost to the Insurer of recovery.

**II. Section XII. NO ACTION AGAINST THE INSURER** is deleted in its entirety and replaced with the following:

No action shall be taken against the Insurer unless, as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this Policy, or until the amount of the **Policyholder's** obligation to pay shall have been finally determined by written agreement of the **Insured**, the claimant and the Insurer.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## FRAUD WARNING NOTICE – OHIO

**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 MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### INDIANA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

##### 2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first ninety (90) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

b. After the **Named Insured's Certificate of Insurance** has been in effect for ninety-one (91) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation;
- (3) The **Insured** violated the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) Loss of reinsurance.

The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, fraud or material misrepresentation, the Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

##### 3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed to the **Named Insured** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)