

Endorsement No. \_\_\_\_\_

Effective Date: \_\_\_\_\_ @12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: \_\_\_\_\_

Insured Name: \_\_\_\_\_

Issuing Company: \_\_\_\_\_

Additional (Return) Premium: \_\_\_\_\_

*If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.*

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## CANCELLATION AND NONRENEWAL ENDORSEMENT – CONNECTICUT

It is agreed that:

Except as specifically set forth herein, any Cancellation or Nonrenewal provision in this policy is replaced by the following. If the policy does not contain a Cancellation and/or Nonrenewal provision, the following is added to the policy:

### 1. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Such advance notice of cancellation should be mailed or delivered to the address indicated in the Declarations under the item entitled Notices to Insurer.
- b. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

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

- c. Cancellation of policies in effect for 60 days or more.

(1) If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(a) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- i. Nonpayment of premium;
- ii. Conviction of a crime arising out of acts increasing the hazard insured against;
- iii. Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
- iv. Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
- v. A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(b) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- i. Physical changes in the property which increase the hazard insured against;
- ii. A material increase in the hazard insured against; or
- iii. A substantial loss of reinsurance by us affecting this particular line of insurance.

(2) We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph c.(a). above.

(3) If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

(4) Notice of cancellation will be delivered or sent by:

(a) Registered or certified mail;

(b) Mail evidenced by a United States Post Office certificate of mailing; or

(c) electronic means, if agreed between us and the Named Insured.

d. Notwithstanding the above provisions, with respect to professional liability policies, at least 90 days advance notice shall be given for any reason, including non-payment of premium.

e. We will give notice to you at your last mailing address known to us.

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

g. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

h. If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is given by electronic means, proof of delivery, along with proof that the Named Insured agreed to the use of electronic means of notification, will be sufficient proof of notice.

## 2. Nonrenewal or Conditional Renewal

a. If we decide not to renew this policy or to condition renewal upon an increase in deductible or retention, a decrease in the limits of coverage, or the addition of a new exclusion or deletion in coverage, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

b. This notice will be delivered or sent by:

(1) Registered or certified mail;

(2) Mail evidenced by a certificate of mailing; or

(3) electronic means, if agreed between us and the Named Insured.

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

c. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

d. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

## 3. Renewal Premium

If the policy premium is less than \$50,000 and we decide to renew the policy for a premium increase of 10% or more, we will mail or deliver to you a written notice of renewal premium, stating the actual renewal premium, at least 30 days before the expiration date of this policy. The notice will be sent to your address last known to us.

As used herein, "us" and "we" refers to the insurance company named on the Declarations.

As used herein, "you", "your" or "named insured" refers to the person or entity first named as such on the Declarations.

If any provision of the policy contains cancellation or nonrenewal terms that are more favorable to the insured than those provided in this endorsement, then, except where prohibited by applicable state law, the more favorable terms control.

All other provisions of the policy remain unchanged.