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

# VERMONT CHANGES-CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL LIABILITY UMBRELLA COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART CRIME AND FIDELITY COVERAGE PART EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM UMBRELLA LIABILITY POLICY LIQUOR LIABILITY COVERAGE PART MEDICAL PROFESSIONAL LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The **Cancellation** Common Policy Condition is replaced by the following:

## Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- Cancellation Of Policies In Effect For Less Than 60 Days.

If this Policy has been in effect for less than 60 days and this Policy is not a renewal of a policy we issued, we may cancel this Policy by:

- a. Giving at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- **b.** Mailing or delivering at least 45 days' notice prior to the cancellation date for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

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

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

- a. Nonpayment of premium:
- **b.** Fraud or material misrepresentation affecting this Policy or in the presentation of claims under this Policy;
- c. Violation of any provisions of this Policy; or
- **d.** Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this Policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

**a.** By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

**b.** By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- **6.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. Any When We Do Not Renew Condition is deleted.

The following conditions are added:

#### 1. When We Do Not Renew

- **a.** We may elect not to renew this Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:
  - (1) Expiration of the Policy; or
  - (2) Anniversary date of this Policy if this Policy has been written for a term of more than one year.
- **b.** This provision does not apply:
  - (1) If we have indicated a willingness to renew;
  - (2) In case of nonpayment of premium;
  - (3) If you do not pay any advance premium required by us for renewal; or
  - (4) If any property covered in this Policy is insured under any other insurance policy.

### 2. Renewal

- a. If we:
  - (1) Elect to renew this Policy; and
  - (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this Policy; and the premium at which this Policy will be renewed.

- **b.** If we do not comply with the provisions of Paragraph **a.,** you will have renewal coverage. The renewal coverage will be at the rates:
  - In effect under the expiring or expired policy; or
  - (2) In effect on the expiration date, that have been approved by the Commissioner.

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph **b.** does not