

This endorsement, effective

forms a part of

Policy no.:

Issued to:

By:

### **OHIO CANCELLATION/NONRENEWAL AMENDATORY ENDORSEMENT**

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In consideration of the premium charged, it is understood and agreed that the cancellation provision of the Policy is deleted in its entirety and replaced by the following:

#### **CANCELLATION**

This policy may be cancelled by the named Insured by surrender thereof to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective.

After coverage has been in effect for more than ninety (90) days or after the effective date of the renewal of the policy, a notice of cancellation shall not be issued by the Insurer unless it is based on at least one of the following reasons:

- a) Nonpayment of premium;
- b) Discovery of fraud or material misrepresentation in the procurement of the insurance;
- c) Discovery of willful or reckless acts or omissions on the part of the named Insured or Other Insured(s) which increase any hazard insured against;
- d) The occurrence of a change in the individual risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed, except to the extent the insurer reasonably should have foreseen the change or contemplated the risk in writing the contract;
- e) Loss of or substantial decrease in applicable reinsurance, if the superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
- f) Failure of an Insured or Other Insured(s) to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

- g) A determination by the director of insurance that the continuation of the Policy would create a condition that would be hazardous to the Insured or Other Insured(s) or to the public.

The notice of cancellation will be in writing, be mailed to the Insured at his last known address, and contain all of the following:

- The policy number;
- The date of notice;
- The effective date of cancellation (Except for nonpayment of premium, the effective date of cancellation shall not be less than thirty (30) days from the date of mailing the notice. And when cancellation is for nonpayment of premium, the effective date of cancellation will be no less than ten (10) days from the date of mailing the notice); and
- An explanation of the reason for cancellation.

### **NONRENEWAL**

The Insurer shall provide at least thirty (30) days written notice of its intention not to renew the policy at its expiration date.

### **CANCELLATION/NONRENEWAL BY EITHER PARTY**

When the Insurer cancels or fails to renew, the Insurer shall provide claim and occurrence information for any policy issued during the previous three years no later than thirty (30) days before the date coverage terminates.

When the Insured cancels or fails to renew, the Insurer need only provide claim and occurrence information if requested to do so by the Insured within sixty (60) days after the date coverage terminates. The information shall then be provided within forty-five (45) days of the date requested.

### **NOTICE REQUIREMENTS FOR INCREASE IN PREMIUM**

An insurer who intends to condition renewal upon a substantial increase in premium shall mail a notice of such intention to the agent of record and to the Insured at least 30 days prior to the expiration date of the policy. If the notice is mailed less than 30 days before the expiration date of the policy the Insured's coverage then in effect remains in effect until 30 days after the date of mailing the notice.

All other terms, conditions and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**