



FORMS – IMPLEMENTATION

NOVEMBER 9, 2018

COMMERCIAL LINES

LI-CL-2018-042

## CONNECTICUT REVISED COMMERCIAL ENDORSEMENTS, INCLUDING AMENDMENT, TO BE IMPLEMENTED

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### KEY MESSAGE

Forms filing CL-2018-OCAN1, including an amendment, to be implemented for May 1, 2019.

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### BACKGROUND

In circular [LI-CL-2018-023](#), we advised that the Connecticut Insurance Department required that we revise various ISO forms to make certain changes in response to CONN. GEN. STAT. § 38a-323. Additionally, the Connecticut Insurance Department requested that we revise various Connecticut condominium and townhouse endorsements to ensure that the cancellation and nonrenewal notice requirements for unit owners set forth under CONN. GEN. STAT. § 47-255 are integrated with the cancellation and nonrenewal requirements of mandatory Connecticut endorsements.

After our initial filing, the Connecticut Insurance Department suggested revising the applicable condominium and townhouse endorsements to reinforce that when these endorsements are attached, an insurer must always provide 60 days' notice of cancellation regardless of how long the applicable policy has been in effect.

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### ISO ACTION

In response to additional comments received from the Connecticut Insurance Department, we further revised the applicable condominium and townhouse endorsements and submitted these revisions in an amendment to forms filing CL-2018-OCAN1.

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### INSURANCE DEPARTMENT ACTION

The Connecticut Insurance Department has acknowledged forms filing CL-2018-OCAN1, including the amendment, as filed.

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### EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies effective on or after May 1, 2019.

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### COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.



For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number CL-2018-OCAN1, not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

## **RATING SOFTWARE IMPACT**

New attributes being introduced with this revision:

- New edition dates of existing form numbers are being introduced.
- A new form is being introduced.

## **POLICYHOLDER NOTIFICATION**

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2017-074](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

## **REVISION DISTRIBUTION**

We will issue a Notice to Portfolioholders with an edition date of 5-19 (or the earliest possible subsequent date), along with any new and/or revised forms.

## **RELATED RULES REVISION**

We are announcing in a separate circular the implementation of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

## **REFERENCE(S)**

- [LI-CL-2018-043](#) (11/09/2018) Connecticut Revised Condominium And Townhouse Rules To Be Implemented
- [LI-CL-2018-023](#) (07/18/2018) Connecticut Revised Commercial Lines Endorsements Submitted; Implementation Pending
- [LI-CL-2017-074](#) (11/20/2017) Revised Lead Time Requirements Listing

## **ATTACHMENT(S)**

- CL-2018-OCAN1 Amendment Filing
- Final copies of [AG 01 07 01 19](#), [BP 02 11 01 19](#), [BP 02 12 01 19](#), [BP 04 27 01 19](#), [BP 17 08 01 19](#), [CG 26 19 01 19](#), [CG 26 23 01 19](#), [CG 28 72 01 19](#), [CG 28 73 01 19](#), [CG 30 03 01 19](#), [CG 31 83 01 19](#), [CP 01 38 01 19](#), [CP 01 39 01 19](#), [CR 02 29 01 19](#), [CU 26 04 01 19](#), [CU 26 05 01 19](#), [CX 02 03 01 19](#), [CX 26 02 01 19](#), [CX 26 03 01 19](#), [CY 02 29 01 19](#), [FC 02 06 01 19](#), [FE 02 42 01 19](#), [FI 02 06 01 19](#), [FI 03 08 01 19](#), [FI 04 09 01 19](#), [IL 02 60 01 19](#) and [MP 02 60 01 19](#)



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## CONTACT INFORMATION

If you have any questions concerning:

- The content of this circular, please contact:  
Nathaniel Brown  
Compliance and Product Services – Liability  
(201) 469-2796  
[Nathaniel.Brown@verisk.com](mailto:Nathaniel.Brown@verisk.com)  
[liability@verisk.com](mailto:liability@verisk.com)
- Other issues for this circular, please contact Customer Support:  
E-mail: [info@verisk.com](mailto:info@verisk.com)  
Phone: 800-888-4476

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# Amendment to Connecticut Changes Endorsements Revision

## Applicable Lines of Business

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This amendment applies to the following lines of business:

- ◆ Businessowners
- ◆ Commercial Fire and Allied Lines
- ◆ Commercial General Liability
- ◆ Commercial Liability Umbrella

## About This Filing

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This amendment revises numerous Connecticut condominium and townhouse endorsements originally submitted as part of filing CL-2018-OCAN1, in response to discussions with the Connecticut Insurance Department.

## Amended Forms

We are amending the following forms:

- ◆ BP 04 27 01 19 – Connecticut Changes – Townhouse Association Coverage
- ◆ BP 17 08 01 19 – Connecticut Changes – Condominium Association Coverage
- ◆ CG 26 19 01 19 – Connecticut Changes – Condominiums
- ◆ CG 26 23 01 19 – Connecticut Changes – Townhouses
- ◆ CP 01 38 01 19 – Connecticut Changes – Condominium Additional Provisions
- ◆ CP 01 39 01 19 – Connecticut Changes – Condominium Association Coverage – Condominium Law Provisions
- ◆ CU 26 04 01 19 – Connecticut Changes – Condominiums
- ◆ CU 26 05 01 19 – Connecticut Changes – Townhouses
- ◆ CX 26 02 01 19 – Connecticut Changes – Condominiums
- ◆ CX 26 03 01 19 – Connecticut Changes – Townhouses



Revisions marked in the original submission have been accepted. We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes.

## Background

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In filing CL-2018-OCAN1, we revised numerous Connecticut Commercial Lines endorsements to reflect the conditional renewal requirements of CONN. GEN. STAT. §38a-323, which was modified by 2017 Conn. Acts 17-198 (former H.B. 7183). This filing also revised various Connecticut condominium and townhouse endorsements.

## Explanation of Changes

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In response to discussions with the Connecticut Insurance Department, we are revising the condominium and townhouse endorsements listed in the Amended Forms section. The Insurance Department suggested that such revisions would reinforce that when these endorsements are attached, an insurer must always provide 60 days notice of cancellation regardless of how long the applicable policy has been in effect.

## Copyright Explanation

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## Important Note

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – TOWNHOUSE ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

**A. Section I – Property** is amended as follows:

1. Paragraph **A.1.a. Building** is replaced by the following:
    - a. Building, meaning the building or structure described in the Declarations, including:
      - (1) Completed additions;
      - (2) Fixtures, outside of individual units, including outdoor fixtures;
      - (3) Permanently installed:
        - (a) Machinery; and
        - (b) Equipment;
      - (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
        - (a) Fire extinguishing equipment;
        - (b) Outdoor furniture;
        - (c) Floor coverings; and
        - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
    - (5) If not covered by other insurance:
      - (a) Additions under construction, alterations and repairs to the building or structure;
      - (b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
  - (6) Any of the following types of property contained within a unit regardless of ownership, if your Townhouse Association Agreement requires you to insure it:
    - (a) Fixtures, improvements and alterations that are a part of the building or structure; and
    - (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a townhouse unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.
2. Paragraph **A.1.b. Business Personal Property** is replaced by the following:
    - b. Business Personal Property located in or on the buildings or structures described in the Declarations or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, consisting of the following:
      - (1) Personal property owned by you or owned indivisibly by all unit-owners;
      - (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others; or
      - (3) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

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Business Personal Property does not include personal property owned only by a townhouse unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

3. Paragraph **E.4. Legal Action Against Us** Property Loss Condition is replaced by the following:

**4. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless there has been full compliance with all of the terms of this insurance and the action is brought:

- a. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph **b**.
- b. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.

4. The following is added to Paragraph **E.5. Loss Payment** Property Loss Condition:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee designated for that purpose. If we pay the trustee, the payments will satisfy your claims against us.

5. Paragraphs **b., f. and g.** under **F.2. Mortgageholders** Property General Condition are replaced by the following:

- b. If the townhouse association is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose in accordance with the Loss Payment Property Loss Condition in Section **I – Property**.

- f. If we cancel this Policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
- g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this Policy.

**B. Section II – Liability** is amended as follows:

The following is added to Paragraph **C. Who Is An Insured**:

3. The developer in the developer's capacity as a townhouse unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
- b. The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

4. Each other townhouse unit-owner of the described townhouse but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the townhouse unit-owner or out of that person's membership in the association.

**C. Section III – Common Policy Conditions** is amended as follows:

1. The following is added to Paragraph **H. Other Insurance**:

**4. Unit-owner's Insurance**

A townhouse unit-owner may have other insurance covering the same property or "bodily injury", "property damage", "personal and advertising injury" as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

2. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us**:

We waive our rights to recover payment against:

- a. Any townhouse unit-owner, including the developer, and members of his or her household;
- b. The Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

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3. Paragraph **A. Cancellation** is replaced by the following:

**A. 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.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
  - ~~3a.~~ 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.
  - ~~4b.~~ 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 for one or more of the following reasons:
    - ~~a-(1)~~ Nonpayment of premium;
    - ~~b-(2)~~ Conviction of a crime arising out of acts increasing the hazard insured against;
    - ~~c-(3)~~ Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
    - ~~d-(4)~~ Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
    - ~~e-(5)~~ A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
    - ~~f-(6)~~ Physical changes in the property which increase the hazard insured against;
    - ~~g-(7)~~ A material increase in the hazard insured against; or
    - ~~h-(8)~~ A substantial loss of reinsurance by us affecting this particular line of insurance.
- ~~53.~~ 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 ~~4.2.b.~~ above.

~~64.~~ 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.

~~75.~~ Notice of cancellation will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a United States Post Office certificate of mailing.

~~86.~~ 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.

~~97.~~ 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.

~~108.~~ If notice is mailed, proof of mailing will be sufficient proof of notice.

4. The following paragraphs are added and supersede any other provision to the contrary:

**M. Nonrenewal**

1. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
    - a. The Named Insured; and
    - b. Each townhouse unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
  2. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a certificate of mailing.
- If notice is mailed, proof of mailing will be sufficient proof of notice.



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

**N. Conditional Renewal**

1. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
2. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - a. Reduction in coverage limits;
  - b. Coverage provisions added or revised that reduce coverage; or
  - c. Increases in deductibles.

3. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a certificate of mailing.

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

**O. Act Or Omission**

No act or omission by any townhouse unit-owner will void this Policy or be a condition to recovery under this Policy. But this condition does not apply to townhouse unit-owners acting within the scope of their authority on behalf of the Association.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

**A. Section I – Property** is amended as follows:

1. Paragraph **A.1.a. Building** is replaced by the following:
    - a. Building, meaning the building or structure described in the Declarations, including:
      - (1) Completed additions;
      - (2) Fixtures, outside of individual units, including outdoor fixtures;
      - (3) Permanently installed:
        - (a) Machinery; and
        - (b) Equipment;
      - (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
        - (a) Fire extinguishing equipment;
        - (b) Outdoor furniture;
        - (c) Floor coverings; and
        - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
    - (5) If not covered by other insurance:
      - (a) Additions under construction, alterations and repairs to the building or structure;
      - (b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
  - (6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:
    - (a) Fixtures, improvements and alterations that are a part of the building or structure; and
    - (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.
2. Paragraph **A.1.b. Business Personal Property** is replaced by the following:
    - b. Business Personal Property located in or on the buildings or structures described in the Declarations or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, consisting of the following:
      - (1) Personal property owned by you or owned indivisibly by all unit-owners;
      - (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others; or
      - (3) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

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Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

3. Paragraph **E.4. Legal Action Against Us** Property Loss Condition is replaced by the following:

**4. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless there has been full compliance with all of the terms of this insurance and the action is brought:

- a. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph **b**.
- b. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.

4. The following is added to Paragraph **E.5. Loss Payment** Property Loss Condition:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee designated for that purpose. If we pay the trustee, the payments will satisfy your claims against us.

5. Paragraphs **b., f. and g.** under **F.2. Mortgageholders** Property General Condition are replaced by the following:

- b. If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose in accordance with the Loss Payment Property Loss Condition in Section **I – Property**.

- f. If we cancel this Policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
- g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this Policy.

**B. Section II – Liability** is amended as follows:

The following is added to Paragraph **C. Who Is An Insured**:

3. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
- b. The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

4. Each other unit-owner of the described condominium but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner or out of that person's membership in the association.

**C. Section III – Common Policy Conditions** is amended as follows:

1. The following is added to Paragraph **H. Other Insurance**:

**4. Unit-owner's Insurance**

A unit-owner may have other insurance covering the same property or "bodily injury", "property damage", "personal and advertising injury" as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

2. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us**:

We waive our rights to recover payment against:

- a. Any unit-owner, including the developer, and members of his or her household;
- b. The Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

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3. Paragraph **A. Cancellation** is replaced by the following:

**A. 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.
  2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
    - ~~3~~a. 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.
    - ~~4~~b. 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 for one or more of the following reasons:
      - ~~a.~~(1) Nonpayment of premium;
      - ~~b.~~(2) Conviction of a crime arising out of acts increasing the hazard insured against;
      - ~~c.~~(3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
      - ~~d.~~(4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
      - ~~e.~~(5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
      - ~~f.~~(6) Physical changes in the property which increase the hazard insured against;
      - ~~g.~~(7) A material increase in the hazard insured against; or
      - ~~h.~~(8) A substantial loss of reinsurance by us affecting this particular line of insurance.
- ~~5~~3. 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 ~~4.2.b.~~ above.

~~6~~4. 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.

~~7~~5. Notice of cancellation will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a United States Post Office certificate of mailing.

~~8~~6. 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.

~~9~~7. 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.

~~40~~8. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. The following paragraphs are added and supersede any other provision to the contrary:

**M. Nonrenewal**

1. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
    - a. The Named Insured; and
    - b. Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
  2. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a certificate of mailing.
- If notice is mailed, proof of mailing will be sufficient proof of notice.



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

**N. Conditional Renewal**

1. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
2. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - a. Reduction in coverage limits;
  - b. Coverage provisions added or revised that reduce coverage; or
  - c. Increases in deductibles.

3. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a certificate of mailing.

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

**O. Act Or Omission**

No act or omission by any unit-owner will void this Policy or be a condition to recovery under this Policy. But this condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – CONDOMINIUMS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an insured:

1. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance, repair or use of that portion of the premises which is not owned solely by the developer; or
- b. The developer's membership in the condominium association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

2. Each individual unit-owner of the insured condominium, but only with respect to liability arising out of the unit-owner's membership in the condominium association or the ownership, maintenance, repair or use of that portion of the premises which is not owned solely by the unit-owner.

**B. Paragraph a. of the Other Insurance Condition (Section IV – Commercial General Liability Conditions)** is replaced by the following:

**a. Primary Insurance**

This insurance is primary over any other insurance available to the unit-owner, except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**C. The Representations Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

No act or omission by the unit-owner, unless acting within the scope of the unit-owner's authority on behalf of the condominium association, will void the Policy or be a condition of recovery under the Policy.

**D. The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any rights which this Condition may give us against:

1. Any unit-owner, including the developer, and any household members;
2. The condominium association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

**E. The When We Do Not Renew Condition (Section IV – Commercial General Liability Conditions)** does not apply.

**F. The Cancellation Common Policy Condition** is replaced by the following and supersedes any provision to the contrary:

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

- 3a.** 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.

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**4b.** 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 for one or more of the following reasons:

- a.(1)** Nonpayment of premium;
- b.(2)** Conviction of a crime arising out of acts increasing the hazard insured against;
- c.(3)** Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
- d.(4)** Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
- e.(5)** A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
- f.(6)** Physical changes in the property which increase the hazard insured against;
- g.(7)** A material increase in the hazard insured against; or
- h.(8)** A substantial loss of reinsurance by us affecting this particular line of insurance.

**53.** 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 **4-2.b.** above.

**64.** 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.

**75.** Notice of cancellation will be delivered or sent by:

- a.** Registered mail;
- b.** Certified mail; or
- c.** Mail evidenced by a United States Post Office certificate of mailing.

**86.** 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.

**97.** 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.

**408.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**G.** The following conditions are added and supersede any other provision to the contrary:

#### **1. Nonrenewal**

**a.** If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

- (1)** The Named Insured; and
- (2)** Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

**b.** We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- (1)** Registered mail;
- (2)** Certified mail; or
- (3)** Mail evidenced by a certificate of mailing.

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

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

#### **2. Conditional Renewal**

**a.** If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

**b.** The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

- (1)** Reduction in coverage limits;
- (2)** Coverage provisions added or revised that reduce coverage; or
- (3)** Increases in deductibles.

**c.** We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- (1)** Registered mail;
- (2)** Certified mail; or
- (3)** Mail evidenced by a certificate of mailing.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – TOWNHOUSES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an insured:

1. The developer in the developer's capacity as a townhouse unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance, repair or use of that portion of the real property which is not owned solely by the developer; or
- b. The developer's membership in the townhouse association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

2. Each individual townhouse unit-owner, but only with respect to liability arising out of the townhouse unit-owner's membership in the townhouse association or the ownership, maintenance, repair or use of that portion of the real property which is not owned solely by the townhouse unit-owner.

B. Paragraph a. of the **Other Insurance Condition (Section IV – Commercial General Liability Conditions)** is replaced by the following:

a. **Primary Insurance**

This insurance is primary over any other insurance available to the townhouse unit-owner, except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

C. The **Representations Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

No act or omission by the townhouse unit-owner, unless acting within the scope of the townhouse unit-owner's authority on behalf of the townhouse association, will void the Policy or be a condition of recovery under the Policy.

D. The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any rights which this Condition may give us against:

1. Any townhouse unit-owner, including the developer, and any household members;
2. The townhouse association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

E. The **When We Do Not Renew Condition (Section IV – Commercial General Liability Conditions)** does not apply.

F. The **Cancellation Common Policy Condition** is replaced by the following and supersedes any provision to the contrary:

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

3a. 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.

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- 4b.** 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 for one or more of the following reasons:
- a-(1)** Nonpayment of premium;
  - b-(2)** Conviction of a crime arising out of acts increasing the hazard insured against;
  - c-(3)** Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
  - d-(4)** Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
  - e-(5)** A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
  - f-(6)** Physical changes in the property which increase the hazard insured against;
  - g-(7)** A material increase in the hazard insured against; or
  - h-(8)** A substantial loss of reinsurance by us affecting this particular line of insurance.
- 53.** 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 **4-2.b.** above.
- 64.** 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.
- 75.** Notice of cancellation will be delivered or sent by:
- a.** Registered mail;
  - b.** Certified mail; or
  - c.** Mail evidenced by a United States Post Office certificate of mailing.
- 86.** 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.
- 97.** 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.
- 408.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**G.** The following conditions are added and supersede any other provision to the contrary:

**1. Nonrenewal**

- a.** If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

- (1)** The Named Insured; and
- (2)** Each townhouse unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

- b.** We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- (1)** Registered mail;
- (2)** Certified mail; or
- (3)** Mail evidenced by a certificate of mailing.

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

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

**2. Conditional Renewal**

- a.** If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

- b.** The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

- (1)** Reduction in coverage limits;
- (2)** Coverage provisions added or revised that reduce coverage; or
- (3)** Increases in deductibles.

- c.** We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- (1)** Registered mail;
- (2)** Certified mail; or
- (3)** Mail evidenced by a certificate of mailing.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – CONDOMINIUM ADDITIONAL PROVISIONS

This endorsement modifies insurance provided under the following:

### CONDOMINIUM ASSOCIATION COVERAGE FORM

- 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.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
  - ~~3a.~~ 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.
  - ~~4b.~~ 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 for one or more of the following reasons:
    - ~~a.~~(1) Nonpayment of premium;
    - ~~b.~~(2) Conviction of a crime arising out of acts increasing the hazard insured against;
    - ~~c.~~(3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
    - ~~d.~~(4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
    - ~~e.~~(5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
    - ~~f.~~(6) Physical changes in the property which increase the hazard insured against;
    - ~~g.~~(7) A material increase in the hazard insured against; or

- ~~h.~~(8) A substantial loss of reinsurance by us affecting this particular line of insurance.

- ~~53.~~ 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 ~~42.b.~~ above.
- ~~64.~~ 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.
- ~~75.~~ Notice of cancellation will be delivered or sent by:
  - a. Registered mail;
  - b. Certified mail; or
  - c. Mail evidenced by a United States Post Office certificate of mailing.
- ~~86.~~ 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.
- ~~97.~~ 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.
- ~~408.~~ If notice is mailed, proof of mailing will be sufficient proof of notice.

- B. The following are added to the **Additional Conditions:**

#### **3. Nonrenewal**

- a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, accompanied by a statement specifying the reason for such nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
  - (1) The first Named Insured; and



(2) Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- (1) Registered mail;
- (2) Certified mail; or
- (3) Mail evidenced by a certificate of mailing.

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

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

#### 4. Conditional Renewal

a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

- (1) Reduction in coverage limits;
- (2) Coverage provisions added or revised that reduce coverage; or
- (3) Increases in deductibles.

c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- (1) Registered mail;
- (2) Certified mail; or
- (3) Mail evidenced by a certificate of mailing.

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

#### 5. Act Or Omission

No act or omission by any unit-owner will void this Policy or be a condition to recovery under this Policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

C. The **Waiver Of Rights Of Recovery** Loss Condition is replaced by the following:

##### **Waiver Of Rights Of Recovery**

We waive our rights to recover payment against:

- (1) Any unit-owner described in the Declarations including the developer, and members of his or her household;
- (2) The Association; and
- (3) Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

D. Paragraph **b.** of the **Mortgageholders** Additional Condition is replaced by the following:

b. If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose, in accordance with the **Loss Payment** Loss Condition contained in this Coverage Part.

E. Paragraphs **f.** and **g.** of the **Mortgageholders** Additional Condition are replaced by the following:

f. If we cancel this Policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.

g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this Policy.

F. The **Legal Action Against Us** Commercial Property Condition is replaced by the following:

##### **Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless there has been full compliance with all of the terms of this Coverage Part and the action is brought:

1. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph 2.
2. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – CONDOMINIUM ASSOCIATION COVERAGE – CONDOMINIUM LAW PROVISIONS

This endorsement modifies insurance provided under the following:

### STANDARD PROPERTY POLICY

A. Paragraph **A.1.a. Building** is replaced by the following:

a. **Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigeration, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure; and
  - (b) Materials, equipment and supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

- (a) Fixtures, improvements and alterations that are a part of the building or structure; and
- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

B. Paragraph **A.1.b. Your Business Personal Property** is replaced by the following:

b. Your Business Personal Property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;

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- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

C. 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.

2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

- 3a.** 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.

- 4b.** 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 for one or more of the following reasons:

- a-(1)** Nonpayment of premium;
- b-(2)** Conviction of a crime arising out of acts increasing the hazard insured against;
- c-(3)** Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
- d-(4)** Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
- e-(5)** A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
- f-(6)** Physical changes in the property which increase the hazard insured against;
- g-(7)** A material increase in the hazard insured against; or
- h-(8)** A substantial loss of reinsurance by us affecting this particular line of insurance.

- 53.** 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 **42.b.** above.

- 64.** 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.

- 75.** Notice of cancellation will be delivered or sent by:

- a.** Registered mail;
- b.** Certified mail; or
- c.** Mail evidenced by a United States Post Office certificate of mailing.

- 86.** 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.

- 97.** 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.

- 408.** If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following Conditions are added to the **Additional Conditions:**

**11. Nonrenewal**

- a.** If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, accompanied by a statement specifying the reason for such nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

- (1)** The first Named Insured; and
- (2)** Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

- b.** We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- (1)** Registered mail;
- (2)** Certified mail; or
- (3)** Mail evidenced by a certificate of mailing.

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

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

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## 12. Conditional Renewal

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.
- c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

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

## 13. Act Or Omission

No act or omission by any unit-owner will void this Policy or be a condition to recovery under this Policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

### E. The following is added to the **Loss Payment** Condition:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee designated for that purpose. If we pay the trustee, the payments will satisfy your claims against us.

### F. The following are added to the **Loss Conditions**:

#### 10. Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

#### 11. Waiver of Rights of Recovery

We waive our rights to recover payment against:

- a. Any unit-owner described in the Declarations including the developer, and members of his or her household;

- b. The Association; and

- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

### G. Paragraph **b.** of the **Mortgageholders** Additional Condition is replaced by the following:

- b. If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose, in accordance with the **Loss Payment** Loss Condition contained in this Coverage Part.

### H. Paragraphs **f.** and **g.** of the **Mortgageholders** Additional Condition are replaced by the following:

- f. If we cancel this Policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
- g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this Policy.

### I. The **Legal Action Against Us** Additional Condition is replaced by the following:

#### **Legal Action Against Us**

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy and the action is brought:

- 1. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph 2.
- 2. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – CONDOMINIUMS

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The **Representations Or Fraud** Condition of **Section IV – Conditions** is amended by the addition of the following:

No act or omission by the unit-owner, unless acting within the scope of the unit-owner's authority on behalf of the condominium association, will void the Policy or be a condition of recovery under the Policy.

- B. The **Transfer Of Rights Of Recovery Against Others To Us** Condition of **Section IV – Conditions** is amended by the addition of the following:

We waive any rights which this condition may give us against:

1. Any unit-owner, including the developer, and any household members;
2. The condominium association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

- C. The **When We Do Not Renew** Condition of **Section IV – Conditions** does not apply.

- D. The **Cancellation** Common Policy Condition is replaced by the following and supersedes any provision to the contrary:

#### **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.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

- 3a.** 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.

- 4b.** 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 for one or more of the following reasons:

**a-(1)** Nonpayment of premium;

**b-(2)** Conviction of a crime arising out of acts increasing the hazard insured against;

**c-(3)** Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;

**d-(4)** Discovery of any willful or reckless act or omission by you increasing the hazard insured against;

**e-(5)** A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;

**f-(6)** Physical changes in the property which increase the hazard insured against;

**g-(7)** A material increase in the hazard insured against; or

**h-(8)** A substantial loss of reinsurance by us affecting this particular line of insurance.

- 53.** 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 **4-2.b.** above.

- 64.** 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.

- 75.** Notice of cancellation will be delivered or sent by:

**a.** Registered mail;

**b.** Certified mail; or

**c.** Mail evidenced by a United States Post Office certificate of mailing.

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86. 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.

97. 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.

408. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. The following conditions are added and supersede any other provision to the contrary:

**1. Nonrenewal**

a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

- (1) The Named Insured; and
- (2) Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- (1) Registered mail;
- (2) Certified mail; or
- (3) Mail evidenced by a certificate of mailing.

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

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

**2. Conditional Renewal**

a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

- (1) Reduction in coverage limits;
- (2) Coverage provisions added or revised that reduce coverage; or
- (3) Increases in deductibles.

c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- (1) Registered mail;
- (2) Certified mail; or
- (3) Mail evidenced by a certificate of mailing.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – TOWNHOUSES

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The **Representations Or Fraud** Condition of **Section IV – Conditions** is amended by the addition of the following:

No act or omission by the townhouse unit-owner, unless acting within the scope of the townhouse unit-owner's authority on behalf of the townhouse association, will void the Policy or be a condition of recovery under the Policy.

- B. The **Transfer Of Rights Of Recovery Against Others To Us** Condition of **Section IV – Conditions** is amended by the addition of the following:

We waive any rights which this condition may give us against:

1. Any townhouse unit-owner, including the developer, and any household members;
2. The townhouse association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

- C. The **When We Do Not Renew** Condition of **Section IV – Conditions** does not apply.

- D. The **Cancellation** Common Policy Condition is replaced by the following and supersedes any provision to the contrary:

#### **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.

2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

- ~~3a.~~ 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.

- ~~4b.~~ 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 for one or more of the following reasons:

~~a-(1)~~ Nonpayment of premium;

~~b-(2)~~ Conviction of a crime arising out of acts increasing the hazard insured against;

~~c-(3)~~ Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;

~~d-(4)~~ Discovery of any willful or reckless act or omission by you increasing the hazard insured against;

~~e-(5)~~ A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;

~~f-(6)~~ Physical changes in the property which increase the hazard insured against;

~~g-(7)~~ A material increase in the hazard insured against; or

~~h-(8)~~ A substantial loss of reinsurance by us affecting this particular line of insurance.

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- 53.** 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 **4.2.b.** above.
- 64.** 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.
- 75.** Notice of cancellation will be delivered or sent by:
- Registered mail;
  - Certified mail; or
  - Mail evidenced by a United States Post Office certificate of mailing.
- 86.** 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.
- 97.** 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.
- 408.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**E.** The following conditions are added and supersede any other provision to the contrary:

**1. Nonrenewal**

- If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
  - The Named Insured; and
  - Each townhouse unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

- If we elect not to renew this Policy, we will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- Registered mail;
- Certified mail; or
- Mail evidenced by a certificate of mailing.

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

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

**2. Conditional Renewal**

- If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

- The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

- Reduction in coverage limits;
- Coverage provisions added or revised that reduce coverage; or
- Increases in deductibles.

- We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- Registered mail;
- Certified mail; or
- Mail evidenced by a certificate of mailing.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – CONDOMINIUMS

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph **13. When We Do Not Renew** of **Section III – Conditions** does not apply.

B. Paragraph **5. Cancellation** of **Section III – Conditions** is replaced by the following and supersedes any provision to the contrary:

#### 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.

2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

**3a.** 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.

**4b.** 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 for one or more of the following reasons:

**a-(1)** Nonpayment of premium;

**b-(2)** Conviction of a crime arising out of acts increasing the hazard insured against;

**c-(3)** Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;

**d-(4)** Discovery of any willful or reckless act or omission by you increasing the hazard insured against;

**e-(5)** A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;

**f-(6)** Physical changes in the property which increase the hazard insured against;

**g-(7)** A material increase in the hazard insured against; or

**h-(8)** A substantial loss of reinsurance by us affecting this particular line of insurance.

**53.** 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 **42.b.** above.

**64.** 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.

**75.** Notice of cancellation will be delivered or sent by:

a. Registered mail;

b. Certified mail; or

c. Mail evidenced by a United States Post Office certificate of mailing.

**86.** 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.

**97.** 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.

**408.** If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following conditions are added and supersede any other provision to the contrary:

#### 1. Nonrenewal

a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

(1) The Named Insured; and

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- (2) Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
- b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

## 2. Conditional Renewal

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.
- c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – TOWNHOUSES

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph **13. When We Do Not Renew** of **Section III – Conditions** does not apply.

B. Paragraph **5. Cancellation** of **Section III – Conditions** is replaced by the following and supersedes any provision to the contrary:

#### 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.

2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

**3a.** 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.

**4b.** 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 for one or more of the following reasons:

**a-(1)** Nonpayment of premium;

**b-(2)** Conviction of a crime arising out of acts increasing the hazard insured against;

**c-(3)** Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;

**d-(4)** Discovery of any willful or reckless act or omission by you increasing the hazard insured against;

**e-(5)** A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;

**f-(6)** Physical changes in the property which increase the hazard insured against;

**g-(7)** A material increase in the hazard insured against; or

**h-(8)** A substantial loss of reinsurance by us affecting this particular line of insurance.

**53.** 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 **42.b.** above.

**64.** 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.

**75.** Notice of cancellation will be delivered or sent by:

a. Registered mail;

b. Certified mail; or

c. Mail evidenced by a United States Post Office certificate of mailing.

**86.** 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.

**97.** 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.

**408.** If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following conditions are added and supersede any other provision to the contrary:

#### 1. Nonrenewal

a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

(1) The Named Insured; and

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(2) Each townhouse unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a certificate of mailing.

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

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

## **2. Conditional Renewal**

a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

(1) Reduction in coverage limits;

(2) Coverage provisions added or revised that reduce coverage; or

(3) Increases in deductibles.

c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a certificate of mailing.

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

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

## **CONNECTICUT CHANGES**

This endorsement modifies insurance provided under the following:

### **AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART**

- A.** The **Intentional Loss** Exclusion is replaced by the following:

#### **Intentional Loss**

We do not provide coverage for an insured who commits or directs an act with the intent to cause a loss.

- B.** Paragraph **H.6.a.** of the **Vacancy And Unoccupancy** Loss Condition is replaced by the following:

#### **a. Description Of Terms**

- (1)** As used in this Vacancy And Unoccupancy Condition, the terms building, vacancy and unoccupancy have the meanings set forth in Paragraphs **(a)** and **(b)** below:

- (a)** When this Policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the "dwelling", unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough:

**(i)** Business Personal Property to conduct customary operations; or

**(ii)** Household Personal Property for customary use.

- (b)** When this Policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant when 70% or more of its total square footage:

**(i)** Is not rented to a lessee or sublessee or is not used by the lessee or sublessee to conduct its customary operations; and

**(ii)** Is not used by the building owner to conduct customary operations.

- (2)** A "dwelling" is unoccupied when no insured or tenant has been present at the "dwelling" for a period of 45 consecutive days or more. A building or structure is unoccupied when it has not been used for its customary operations for 30 consecutive days or more.

- (3)** Buildings under construction or renovation are not considered vacant or unoccupied.

- C.** 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.

- 2.** 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:

- a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b.** 30 days before the effective date of cancellation if we cancel for any other reason.



3. Cancellation of policies in effect for 60 days or more.
  - a. 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:
    - (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
      - (a) Nonpayment of premium;
      - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
      - (c) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim under the Policy;
      - (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
      - (e) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law; or
    - (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
      - (a) Physical changes in the property which increase the hazard insured against;
      - (b) A material increase in the hazard insured against; or
      - (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
  - b. 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 3.a. above.
  - c. 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.
  - d. Notice of cancellation will be sent or delivered by:
    - (1) Registered mail;
    - (2) Certified mail; or
    - (3) Mail evidenced by a United States Post Office certificate of mailing.
4. We will give notice to you at your last mailing address known to us.
5. Notice of cancellation will state the specific reason for cancellation and the effective date of cancellation. The policy period will end on that date.
6. 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. Notice of cancellation will state that the excess premium (if not tendered) will be refunded on demand.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. The following are added to the **Appraisal Loss Condition**:
  - a. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal.
  - b. If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction.
- E. The **Mortgageholders** Additional Condition is replaced by the following:
 

**Mortgageholder's Interests And Obligations**

If loss hereunder is made payable, in whole or in part, to a designated mortgageholder not named herein as the insured, such interest in this Policy may be cancelled by giving to such mortgageholder a 10 days' written notice of cancellation.

If you fail to render proof of loss such mortgageholder, upon notice, shall render proof of loss in the form specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If we claim that no liability existed as to the mortgagor or owner, we shall, to the extent of payment of loss to the mortgageholder, be subrogated to all the mortgageholder's rights of recovery, but without impairing mortgageholder's rights to sue; or we may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgageholder may be added hereto by agreement in writing.



**F. The following are added:**

1. If any conditions of The Standard Fire Insurance Policy of the State of Connecticut, as set forth in the General Statutes of Connecticut, are construed to be more liberal than any other policy condition, the conditions of The Standard Fire Insurance Policy will apply.

**2. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **F.4.** of this endorsement.

**3. Conditional Renewal**

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **F.4.** of this endorsement.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.

**4. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **F.2.** and **F.3.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
- (2) Certified mail; or
- (3) Mail evidenced by a certificate of mailing.

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

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

**G. The following is added to any provision which uses the term actual cash value as it pertains to direct loss or damage to a covered building caused by a Covered Cause of Loss:**

The actual cash value immediately prior to the time of such loss or damage shall be the amount which it would cost to repair or replace such building with material of like kind and quality, minus reasonable depreciation. Depreciation, as used herein, means a decrease in value over a period of time due to wear and tear.

**H. With respect to loss or damage to a "dwelling" or Household Personal Property, the **Legal Action Against Us** Agricultural Capital Assets (Output Policy) Coverage Form Condition is replaced by the following:**

**Legal Action Against Us**

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy and the action is brought:

- a. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph **b.**
- b. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.



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

## **CONNECTICUT CHANGES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**A. Section I – Property** is amended as follows:

**1. The following are added to Paragraph E.2. Appraisal Property Loss Condition:**

- a.** You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal.
- b.** If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction.

**2. Paragraph E.8.a.(1)(b) Vacancy Property Loss Condition is replaced by the following:**

**(b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant when 70% or more of its total square footage:

- (i)** Is not rented to a lessee or sub-lessee or is not used by the lessee or sub-lessee to conduct its customary operations; and/or
- (ii)** Is not used by the building owner to conduct customary operations.

**3. Paragraph F.2. Mortgageholders Property General Condition is replaced by the following:**

**2. Mortgageholder's Interests And Obligations**

If loss hereunder is made payable, in whole or in part, to a designated mortgageholder not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgageholder a ten days' written notice of cancellation.

If you fail to render proof of loss such mortgageholder, upon notice, shall render proof of loss in the form specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If we claim that no liability existed as to the mortgagor or owner, we shall, to the extent of payment of loss to the mortgageholder, be subrogated to all the mortgageholder's rights of recovery, but without impairing mortgageholder's rights to sue; or we may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgageholder may be added hereto by agreement in writing.

**4. Paragraph E.5.g. of the Property Loss Conditions is replaced by the following:**

**E. Property Loss Conditions**

**5. Loss Payment**

**g.** We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all the terms of this Policy and:

- (1)** We have reached agreement with you on the amount of loss; or
- (2)** An appraisal award has been made.



Prior to the expiration of the aforementioned time period, we may make partial payment towards the amount of loss as an advance payment, provided we and you agree to such advance payment in writing. The advance payment will be credited towards the total amount of covered loss or damage. An advance payment does not extend the time for payment of the total amount of covered loss or damage.

**B. Section II – Liability** is amended as follows:

The term spouse is replaced by the following:

Spouse or party to a civil union recognized under Connecticut law.

**C.** The following paragraph is added to the Businessowners Coverage Form:

If any conditions of The Standard Fire Insurance Policy of the State of Connecticut, as set forth in the General Statutes of Connecticut, are construed to be more liberal than any other policy condition, the conditions of The Standard Fire Insurance Policy will apply.

**D.** The following is added to any provision which uses the term actual cash value as it pertains to direct loss or damage to a covered building caused by a Covered Cause of Loss:

The actual cash value immediately prior to the time of such loss or damage shall be the amount which it would cost to repair or replace such building with material of like kind and quality, minus reasonable depreciation. Depreciation, as used herein, means a decrease in value over a period of time due to wear and tear.



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**Section III – Common Policy Conditions** is amended as follows:

1. Paragraph **A. Cancellation** is replaced by the following:

#### **A. 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.

#### **2. 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:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

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

- a. 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:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;

- (c) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim under the Policy;

- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

- (e) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law; or

- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Physical changes in the property which increase the hazard insured against;

- (b) A material increase in the hazard insured against; or

- (c) A substantial loss of reinsurance by us affecting this particular line of insurance.

- b. 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 3.a.

- c. 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.



- d. Notice of cancellation will be sent or delivered by:
    - (1) Registered mail;
    - (2) Certified mail; or
    - (3) Mail evidenced by a United States Post Office certificate of mailing.
  - 4. We will give notice to you at your last mailing address known to us.
  - 5. 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.
  - 6. 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. Notice of cancellation will state that the excess premium (if not tendered) will be refunded on demand.
  - 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. The following conditions are added and supersede any provision to the contrary:

**M. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **O.** of this endorsement.

**N. Conditional Renewal**

- 1. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **O.** of this endorsement.

- 2. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.

**O. Notices Of Nonrenewal And Conditional Renewal**

- 1. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **M.** and **N.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this Policy. The notice will be sent to your address last known to us.
- 2. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
- 3. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.



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

## **CONNECTICUT CHANGES – TOWNHOUSE ASSOCIATION COVERAGE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**A. Section I – Property** is amended as follows:

**1. Paragraph A.1.a. Building** is replaced by the following:

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1)** Completed additions;
- (2)** Fixtures, outside of individual units, including outdoor fixtures;
- (3)** Permanently installed:
  - (a)** Machinery; and
  - (b)** Equipment;
- (4)** Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a)** Fire extinguishing equipment;
  - (b)** Outdoor furniture;
  - (c)** Floor coverings; and
  - (d)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;

**(5)** If not covered by other insurance:

- (a)** Additions under construction, alterations and repairs to the building or structure;
- (b)** Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

**(6)** Any of the following types of property contained within a unit regardless of ownership, if your Townhouse Association Agreement requires you to insure it:

- (a)** Fixtures, improvements and alterations that are a part of the building or structure; and
- (b)** Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a townhouse unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

**2. Paragraph A.1.b. Business Personal Property** is replaced by the following:

**b. Business Personal Property** located in or on the buildings or structures described in the Declarations or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, consisting of the following:

- (1)** Personal property owned by you or owned indivisibly by all unit-owners;
- (2)** Your interest in the labor, materials or services furnished or arranged by you on personal property of others; or
- (3)** Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.



Business Personal Property does not include personal property owned only by a townhouse unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

3. Paragraph **E.4. Legal Action Against Us** Property Loss Condition is replaced by the following:

**4. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless there has been full compliance with all of the terms of this insurance and the action is brought:

- a. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph **b**.
- b. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.

4. The following is added to Paragraph **E.5. Loss Payment** Property Loss Condition:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee designated for that purpose. If we pay the trustee, the payments will satisfy your claims against us.

5. Paragraphs **b.**, **f.** and **g.** under **F.2. Mortgageholders** Property General Condition are replaced by the following:

- b. If the townhouse association is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose in accordance with the Loss Payment Property Loss Condition in Section **I – Property**.

- f. If we cancel this Policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
- g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this Policy.

**B. Section II – Liability** is amended as follows:

The following is added to Paragraph **C. Who Is An Insured**:

3. The developer in the developer's capacity as a townhouse unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
- b. The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

4. Each other townhouse unit-owner of the described townhouse but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the townhouse unit-owner or out of that person's membership in the association.

**C. Section III – Common Policy Conditions** is amended as follows:

1. The following is added to Paragraph **H. Other Insurance**:

**4. Unit-owner's Insurance**

A townhouse unit-owner may have other insurance covering the same property or "bodily injury", "property damage", "personal and advertising injury" as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

2. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us**:

We waive our rights to recover payment against:

- a. Any townhouse unit-owner, including the developer, and members of his or her household;
- b. The Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.



3. Paragraph **A. Cancellation** is replaced by the following:

**A. 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.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
  - a. 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.
  - b. 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 for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
    - (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
    - (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
    - (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
    - (6) Physical changes in the property which increase the hazard insured against;
    - (7) A material increase in the hazard insured against; or
    - (8) A substantial loss of reinsurance by us affecting this particular line of insurance.
3. 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 **2.b.** above.

4. 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.

5. Notice of cancellation will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a United States Post Office certificate of mailing.

6. 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.

7. 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.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. The following paragraphs are added and supersede any other provision to the contrary:

**M. Nonrenewal**

1. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

- a. The Named Insured; and
- b. Each townhouse unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

2. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a certificate of mailing.

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



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

#### **N. Conditional Renewal**

1. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
2. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - a. Reduction in coverage limits;
  - b. Coverage provisions added or revised that reduce coverage; or
  - c. Increases in deductibles.

3. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a certificate of mailing.

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

#### **O. Act Or Omission**

No act or omission by any townhouse unit-owner will void this Policy or be a condition to recovery under this Policy. But this condition does not apply to townhouse unit-owners acting within the scope of their authority on behalf of the Association.



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

## **CONNECTICUT CHANGES – CONDOMINIUM ASSOCIATION COVERAGE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**A. Section I – Property** is amended as follows:

**1. Paragraph A.1.a. Building** is replaced by the following:

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1)** Completed additions;
- (2)** Fixtures, outside of individual units, including outdoor fixtures;
- (3)** Permanently installed:
  - (a)** Machinery; and
  - (b)** Equipment;
- (4)** Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a)** Fire extinguishing equipment;
  - (b)** Outdoor furniture;
  - (c)** Floor coverings; and
  - (d)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;

**(5) If not covered by other insurance:**

- (a)** Additions under construction, alterations and repairs to the building or structure;
- (b)** Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

**(6)** Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

- (a)** Fixtures, improvements and alterations that are a part of the building or structure; and
- (b)** Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

**2. Paragraph A.1.b. Business Personal Property** is replaced by the following:

**b. Business Personal Property** located in or on the buildings or structures described in the Declarations or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, consisting of the following:

- (1)** Personal property owned by you or owned indivisibly by all unit-owners;
- (2)** Your interest in the labor, materials or services furnished or arranged by you on personal property of others; or
- (3)** Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.



Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

3. Paragraph **E.4. Legal Action Against Us** Property Loss Condition is replaced by the following:

**4. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless there has been full compliance with all of the terms of this insurance and the action is brought:

- a. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph **b**.
- b. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.

4. The following is added to Paragraph **E.5. Loss Payment** Property Loss Condition:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee designated for that purpose. If we pay the trustee, the payments will satisfy your claims against us.

5. Paragraphs **b.**, **f.** and **g.** under **F.2. Mortgageholders** Property General Condition are replaced by the following:

- b.** If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose in accordance with the Loss Payment Property Loss Condition in Section **I – Property**.

- f.** If we cancel this Policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
- g.** If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this Policy.

**B. Section II – Liability** is amended as follows:

The following is added to Paragraph **C. Who Is An Insured**:

3. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
- b. The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

4. Each other unit-owner of the described condominium but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner or out of that person's membership in the association.

**C. Section III – Common Policy Conditions** is amended as follows:

1. The following is added to Paragraph **H. Other Insurance**:

**4. Unit-owner's Insurance**

A unit-owner may have other insurance covering the same property or "bodily injury", "property damage", "personal and advertising injury" as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

2. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us**:

We waive our rights to recover payment against:

- a. Any unit-owner, including the developer, and members of his or her household;
- b. The Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.



3. Paragraph **A. Cancellation** is replaced by the following:

**A. 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.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
  - a. 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.
  - b. 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 for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
    - (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
    - (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
    - (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
    - (6) Physical changes in the property which increase the hazard insured against;
    - (7) A material increase in the hazard insured against; or
    - (8) A substantial loss of reinsurance by us affecting this particular line of insurance.
3. 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 **2.b.** above.

4. 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.

5. Notice of cancellation will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a United States Post Office certificate of mailing.

6. 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.

7. 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.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. The following paragraphs are added and supersede any other provision to the contrary:

**M. Nonrenewal**

1. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

- a. The Named Insured; and
- b. Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

2. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a certificate of mailing.

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



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

#### **N. Conditional Renewal**

1. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
2. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - a. Reduction in coverage limits;
  - b. Coverage provisions added or revised that reduce coverage; or
  - c. Increases in deductibles.

3. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a certificate of mailing.

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

#### **O. Act Or Omission**

No act or omission by any unit-owner will void this Policy or be a condition to recovery under this Policy. But this condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.



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

## **CONNECTICUT CHANGES – CONDOMINIUMS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an insured:

1. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance, repair or use of that portion of the premises which is not owned solely by the developer; or
- b. The developer's membership in the condominium association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

2. Each individual unit-owner of the insured condominium, but only with respect to liability arising out of the unit-owner's membership in the condominium association or the ownership, maintenance, repair or use of that portion of the premises which is not owned solely by the unit-owner.

**B. Paragraph a. of the Other Insurance Condition (Section IV – Commercial General Liability Conditions)** is replaced by the following:

**a. Primary Insurance**

This insurance is primary over any other insurance available to the unit-owner, except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**C. The Representations Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

No act or omission by the unit-owner, unless acting within the scope of the unit-owner's authority on behalf of the condominium association, will void the Policy or be a condition of recovery under the Policy.

**D. The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any rights which this Condition may give us against:

1. Any unit-owner, including the developer, and any household members;
2. The condominium association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

**E. The When We Do Not Renew Condition (Section IV – Commercial General Liability Conditions)** does not apply.

**F. The Cancellation Common Policy Condition** is replaced by the following and supersedes any provision to the contrary:

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
  - a. 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.



- b. 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 for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
    - (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
    - (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
    - (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
    - (6) Physical changes in the property which increase the hazard insured against;
    - (7) A material increase in the hazard insured against; or
    - (8) A substantial loss of reinsurance by us affecting this particular line of insurance.
  - 3. 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 2.b. above.
  - 4. 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.
  - 5. Notice of cancellation will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a United States Post Office certificate of mailing.
  - 6. 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.
  - 7. 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.
  - 8. If notice is mailed, proof of mailing will be sufficient proof of notice.
- G. The following conditions are added and supersede any other provision to the contrary:
    - 1. **Nonrenewal**
      - a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
        - (1) The Named Insured; and
        - (2) Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
      - b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
        - (1) Registered mail;
        - (2) Certified mail; or
        - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing will be sufficient proof of notice.
      - c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.
    - 2. **Conditional Renewal**
      - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
      - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
        - (1) Reduction in coverage limits;
        - (2) Coverage provisions added or revised that reduce coverage; or
        - (3) Increases in deductibles.
      - c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
        - (1) Registered mail;
        - (2) Certified mail; or
        - (3) Mail evidenced by a certificate of mailing.

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



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

## **CONNECTICUT CHANGES – TOWNHOUSES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an insured:

1. The developer in the developer's capacity as a townhouse unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance, repair or use of that portion of the real property which is not owned solely by the developer; or
- b. The developer's membership in the townhouse association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

2. Each individual townhouse unit-owner, but only with respect to liability arising out of the townhouse unit-owner's membership in the townhouse association or the ownership, maintenance, repair or use of that portion of the real property which is not owned solely by the townhouse unit-owner.

**B. Paragraph a. of the Other Insurance Condition (Section IV – Commercial General Liability Conditions)** is replaced by the following:

**a. Primary Insurance**

This insurance is primary over any other insurance available to the townhouse unit-owner, except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**C. The Representations Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

No act or omission by the townhouse unit-owner, unless acting within the scope of the townhouse unit-owner's authority on behalf of the townhouse association, will void the Policy or be a condition of recovery under the Policy.

**D. The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any rights which this Condition may give us against:

1. Any townhouse unit-owner, including the developer, and any household members;
2. The townhouse association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

**E. The When We Do Not Renew Condition (Section IV – Commercial General Liability Conditions)** does not apply.

**F. The Cancellation Common Policy Condition** is replaced by the following and supersedes any provision to the contrary:

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
  - a. 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.



- b. 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 for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
    - (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
    - (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
    - (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
    - (6) Physical changes in the property which increase the hazard insured against;
    - (7) A material increase in the hazard insured against; or
    - (8) A substantial loss of reinsurance by us affecting this particular line of insurance.
  - 3. 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 2.b. above.
  - 4. 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.
  - 5. Notice of cancellation will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a United States Post Office certificate of mailing.
  - 6. 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.
  - 7. 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.
  - 8. If notice is mailed, proof of mailing will be sufficient proof of notice.
- G. The following conditions are added and supersede any other provision to the contrary:
    - 1. **Nonrenewal**
      - a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
        - (1) The Named Insured; and
        - (2) Each townhouse unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
      - b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
        - (1) Registered mail;
        - (2) Certified mail; or
        - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing will be sufficient proof of notice.
      - c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.
    - 2. **Conditional Renewal**
      - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
      - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
        - (1) Reduction in coverage limits;
        - (2) Coverage provisions added or revised that reduce coverage; or
        - (3) Increases in deductibles.
      - c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
        - (1) Registered mail;
        - (2) Certified mail; or
        - (3) Mail evidenced by a certificate of mailing.

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



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

**A.** The **Cancellation** Condition (Section **IV**) is replaced by the following:

#### **2. 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.

**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 and the "contractor" 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 and the "contractor" 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 under the Policy;

**(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 **2.c.(1)** above.

**(3)** If we cancel for nonpayment of premium, the "contractor" 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 mail;

**(b)** Certified mail; or

**(c)** Mail evidenced by a United States Post Office certificate of mailing.

**d.** We will give notice to you and the "contractor" at the last mailing addresses known to us.



- e. 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.
  - f. If this Policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured or the "contractor" cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  - g. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following conditions are added and supersede any other provision to the contrary:
- 1. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.
  - 2. Conditional Renewal**
    - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
    - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
      - (1) Reduction in coverage limits;
      - (2) Coverage provisions added or revised that reduce coverage; or
      - (3) Increases in deductibles.

### **3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you and the "contractor" a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this Policy. The notice will be sent to the addresses last known to us.
- b. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to the "contractor's" failure to pay any advance premium required for renewal.



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

**A.** The following is added to Paragraph **A.3.** of the **Cancellation** Condition (Section **IV**):

**f.** 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, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, 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 under the Policy;
- (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 **3.f.(1)** above.

**(3)** If we cancel for nonpayment of premium, the "contractor" 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 sent or delivered by:

- (a)** Registered mail;
- (b)** Certified mail; or
- (c)** Mail evidenced by a United States Post Office certificate of mailing.

**(5)** The notice of cancellation will state the specific reason for the cancellation.



**B.** The following conditions are added and supersede any other provision to the contrary:

**1. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

**2. Conditional Renewal**

**a.** If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.

**b.** The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

- (1)** Reduction in coverage limits;
- (2)** Coverage provisions added or revised that reduce coverage; or
- (3)** Increases in deductibles.

**3. Notices Of Nonrenewal And Conditional Renewal**

**a.** If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this Policy. The notice will be sent to the respective mailing addresses last known to us.

**b.** This notice will be delivered or sent by:

- (1)** Registered mail;
- (2)** Certified mail; or
- (3)** Mail evidenced by a certificate of mailing.

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

**c.** However, we are not required to send notice of nonrenewal if nonrenewal is due to the "contractor's" failure to pay any advance premium required for renewal.



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **UNDERGROUND STORAGE TANK POLICY**

**A. Condition 10. Cancellation (Section IV – Conditions)** is replaced by the following:

#### **10. Cancellation**

- a.** The first Named Insured may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b.** 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 sending by certified mail, or delivering, to you a written notice at your last mailing address known to us.

Cancellation will be effective:

- (1)** 10 days after you receive notice of cancellation if we cancel for nonpayment of premium;
- (2)** 30 days after you receive notice of cancellation if we cancel for fraud or material misrepresentation by you; or
- (3)** 60 days after you receive notice of cancellation if we cancel for any other reason;

unless we specify a later date in our notice as the effective date of cancellation.

- c.** 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:

- (1)** Only for one or more of the following reasons:
  - (a)** Nonpayment of premium;
  - (b)** Physical changes in the property which increase the hazard insured against;
  - (c)** A material increase in the hazard insured against;

- (d)** A substantial loss of reinsurance by us affecting this particular line of insurance;

- (e)** Conviction of a crime arising out of acts increasing the hazard insured against;

- (f)** Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;

- (g)** Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

- (h)** A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law; and

- (2)** By sending by certified mail, or delivering, to you a written notice at your last mailing address known to us.

Cancellation will be effective:

- (a)** 10 days after you receive notice of cancellation if we cancel for nonpayment of premium, fraud or material misrepresentation by you; or

- (b)** 60 days after you receive notice of cancellation if we cancel for any other permissible reason;

unless we specify a later date in our notice as the effective date of cancellation.

- d.** 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.



e. 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.

f. The notice of cancellation will state the specific reason for the cancellation.

**B. Condition 11. Nonrenewal (Section IV – Conditions) is replaced by the following:**

**11. Nonrenewal**

If we decide not to renew this Policy, we will send written notice of nonrenewal to you, stating the specific reason(s) for nonrenewal, at least 60 days before the end of the policy period. We will send our nonrenewal notice by certified mail, or deliver it, to you at your last mailing address known to us.

**C. The following condition is added to Section IV – Conditions and supersedes any other provision to the contrary:**

**Conditional Renewal**

a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph c. below.

b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

(1) Reduction in coverage limits;

(2) Coverage provisions added or revised that reduce coverage; or

(3) Increases in deductibles.

c. If we decide to conditionally renew this Policy as provided above, we will mail or deliver to you a written notice of conditional renewal, stating the specific reason for conditional renewal, at least 60 days before the expiration date of this Policy. The notice will be sent to you at your last mailing address known to us.

d. This notice will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a certificate of mailing.

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



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL 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.
2. 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:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of policies in effect for 60 days or more.
  - a. 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:
    - (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
      - (a) Nonpayment of premium;
      - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
      - (c) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;

- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
  - (e) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law; or
- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
  - (a) Physical changes in the property which increase the hazard insured against;
  - (b) A material increase in the hazard insured against; or
  - (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. 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 3.a. above.
- c. 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.
- d. Notice of cancellation will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a United States Post Office certificate of mailing.
4. We will give notice to you at your last mailing address known to us.
5. 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.



6. 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.
  7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following conditions are added and supersede any other provision to the contrary:
- 1. Nonrenewal**  
If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.
  - 2. Conditional Renewal**
    - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
    - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
      - (1) Reduction in coverage limits;
      - (2) Coverage provisions added or revised that reduce coverage; or
      - (3) Increases in deductibles.

### **3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.



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

## **CONNECTICUT CHANGES – CONDOMINIUM ADDITIONAL PROVISIONS**

This endorsement modifies insurance provided under the following:

### **CONDOMINIUM ASSOCIATION COVERAGE FORM**

- 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.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
  - a. 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.
  - b. 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 for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
    - (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
    - (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
    - (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
    - (6) Physical changes in the property which increase the hazard insured against;
    - (7) A material increase in the hazard insured against; or

- (8) A substantial loss of reinsurance by us affecting this particular line of insurance.

3. 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 **2.b.** above.
  4. 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.
  5. Notice of cancellation will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a United States Post Office certificate of mailing.
  6. 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.
  7. 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.
  8. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following are added to the **Additional Conditions**:
3. **Nonrenewal**
    - a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, accompanied by a statement specifying the reason for such nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
      - (1) The first Named Insured; and



- (2) Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
- b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

#### 4. Conditional Renewal

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.
- c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

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

#### 5. Act Or Omission

No act or omission by any unit-owner will void this Policy or be a condition to recovery under this Policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

- C. The **Waiver Of Rights Of Recovery** Loss Condition is replaced by the following:

#### Waiver Of Rights Of Recovery

We waive our rights to recover payment against:

- (1) Any unit-owner described in the Declarations including the developer, and members of his or her household;
- (2) The Association; and
- (3) Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

- D. Paragraph **b.** of the **Mortgageholders** Additional Condition is replaced by the following:

- b. If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose, in accordance with the **Loss Payment** Loss Condition contained in this Coverage Part.

- E. Paragraphs **f.** and **g.** of the **Mortgageholders** Additional Condition are replaced by the following:

- f. If we cancel this Policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
- g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this Policy.

- F. The **Legal Action Against Us** Commercial Property Condition is replaced by the following:

#### Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless there has been full compliance with all of the terms of this Coverage Part and the action is brought:

- 1. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph 2.
- 2. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.



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

## **CONNECTICUT CHANGES – CONDOMINIUM ASSOCIATION COVERAGE – CONDOMINIUM LAW PROVISIONS**

This endorsement modifies insurance provided under the following:

### **STANDARD PROPERTY POLICY**

**A. Paragraph A.1.a. Building** is replaced by the following:

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigeration, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure; and
  - (b) Materials, equipment and supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

- (a) Fixtures, improvements and alterations that are a part of the building or structure; and
- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

**B. Paragraph A.1.b. Your Business Personal Property** is replaced by the following:

- b. Your Business Personal Property** located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:
  - (1) Personal property owned by you or owned indivisibly by all unit-owners;
  - (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;



- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

**C. 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.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
  - a. 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.
  - b. 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 for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
    - (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
    - (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
    - (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
    - (6) Physical changes in the property which increase the hazard insured against;
    - (7) A material increase in the hazard insured against; or
    - (8) A substantial loss of reinsurance by us affecting this particular line of insurance.
3. 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 2.b. above.

4. 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.

**5. Notice of cancellation will be delivered or sent by:**

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a United States Post Office certificate of mailing.

6. 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.

7. 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.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

**D. The following Conditions are added to the Additional Conditions:**

**11. Nonrenewal**

- a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, accompanied by a statement specifying the reason for such nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:

- (1) The first Named Insured; and
- (2) Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

- b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- (1) Registered mail;
- (2) Certified mail; or
- (3) Mail evidenced by a certificate of mailing.

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

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



## 12. Conditional Renewal

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.
- c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

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

## 13. Act Or Omission

No act or omission by any unit-owner will void this Policy or be a condition to recovery under this Policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

### E. The following is added to the **Loss Payment** Condition:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee designated for that purpose. If we pay the trustee, the payments will satisfy your claims against us.

### F. The following are added to the **Loss Conditions**:

#### 10. Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

#### 11. Waiver of Rights of Recovery

We waive our rights to recover payment against:

- a. Any unit-owner described in the Declarations including the developer, and members of his or her household;

- b. The Association; and

- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

### G. Paragraph **b.** of the **Mortgageholders** Additional Condition is replaced by the following:

- b. If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose, in accordance with the **Loss Payment** Loss Condition contained in this Coverage Part.

### H. Paragraphs **f.** and **g.** of the **Mortgageholders** Additional Condition are replaced by the following:

- f. If we cancel this Policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
- g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this Policy.

### I. The **Legal Action Against Us** Additional Condition is replaced by the following:

#### **Legal Action Against Us**

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy and the action is brought:

- 1. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph 2.
- 2. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.



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

## **CONNECTICUT CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY  
KIDNAP/RANSOM AND EXTORTION POLICY

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

### **Cancellation Of Policy**

- (1) The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

### **(2) Cancellation Of Policies In Effect**

#### **(a) 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 written notice of cancellation at least:

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

#### **(b) 60 Days Or More**

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:

- (i) 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.

- (ii) 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.

- (iii) 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 (b)(i).

- (iv) 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.



- (v) Notice of cancellation will be delivered or sent by:
    - i. Registered mail;
    - ii. Certified mail; or
    - iii. Mail evidenced by a United States Post Office certificate of mailing.
  - (3) We will give notice to you at your last mailing address known to us.
  - (4) 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.
  - (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. The following conditions are added and supersede any other provision to the contrary:**
- 1. Nonrenewal**  
If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.
  - 2. Conditional Renewal**
    - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
    - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
      - (1) Reduction in coverage limits;
      - (2) Coverage provisions added or revised that reduce coverage; or
      - (3) Increases in deductibles.

### **3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
    - (2) Certified mail; or
    - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
  - c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.
- C. Under the Commercial Crime Policy, Government Crime Policy, Government Employee Theft And Forgery Policy and Employee Theft And Forgery Policy, the **Legal Action Against Us** Condition is replaced by the following:**
- Legal Action Against Us**  
You may not bring any legal action against us involving loss:
- 1. Unless you have complied with all the terms of this Policy;
  - 2. Until 90 days after you have filed proof of loss with us; and
  - 3. Unless brought within three years from the date you "discover" the loss.
- D. Under the Kidnap/Ransom And Extortion Policy, the **Legal Action Against Us** Condition is replaced by the following:**
- Legal Action Against Us**  
You may not bring any legal action against us involving loss:
- 1. Unless you have complied with all the terms of this Policy;
  - 2. Until 90 days after you have filed proof of loss with us; and
  - 3. Unless brought within three years from the date you reported the loss to us.



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

## **CONNECTICUT CHANGES – CONDOMINIUMS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

- A. The Representations Or Fraud Condition of Section IV – Conditions** is amended by the addition of the following:

No act or omission by the unit-owner, unless acting within the scope of the unit-owner's authority on behalf of the condominium association, will void the Policy or be a condition of recovery under the Policy.

- B. The Transfer Of Rights Of Recovery Against Others To Us Condition of Section IV – Conditions** is amended by the addition of the following:

We waive any rights which this condition may give us against:

1. Any unit-owner, including the developer, and any household members;
2. The condominium association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

- C. The When We Do Not Renew Condition of Section IV – Conditions** does not apply.

- D. The Cancellation Common Policy Condition** is replaced by the following and supersedes any provision to the contrary:

#### **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.
2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

- a. 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.

- b. 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 for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Conviction of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
- (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
- (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
- (6) Physical changes in the property which increase the hazard insured against;
- (7) A material increase in the hazard insured against; or
- (8) A substantial loss of reinsurance by us affecting this particular line of insurance.

3. 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 **2.b.** above.

4. 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.

5. Notice of cancellation will be delivered or sent by:

- a. Registered mail;
- b. Certified mail; or
- c. Mail evidenced by a United States Post Office certificate of mailing.



- 6. 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.
  - 7. 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.
  - 8. If notice is mailed, proof of mailing will be sufficient proof of notice.
- E. The following conditions are added and supersede any other provision to the contrary:

**1. Nonrenewal**

- a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
  - (1) The Named Insured; and
  - (2) Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
- b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

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

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

**2. Conditional Renewal**

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.
- c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

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



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

## **CONNECTICUT CHANGES – TOWNHOUSES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

- A. The Representations Or Fraud Condition of Section IV – Conditions** is amended by the addition of the following:

No act or omission by the townhouse unit-owner, unless acting within the scope of the townhouse unit-owner's authority on behalf of the townhouse association, will void the Policy or be a condition of recovery under the Policy.

- B. The Transfer Of Rights Of Recovery Against Others To Us Condition of Section IV – Conditions** is amended by the addition of the following:

We waive any rights which this condition may give us against:

1. Any townhouse unit-owner, including the developer, and any household members;
2. The townhouse association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

- C. The When We Do Not Renew Condition of Section IV – Conditions** does not apply.

- D. The Cancellation Common Policy Condition** is replaced by the following and supersedes any provision to the contrary:

#### **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.

2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:

- a. 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.

- b. 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 for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Conviction of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
- (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
- (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
- (6) Physical changes in the property which increase the hazard insured against;
- (7) A material increase in the hazard insured against; or
- (8) A substantial loss of reinsurance by us affecting this particular line of insurance.



3. 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 **2.b.** above.
  4. 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.
  5. Notice of cancellation will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a United States Post Office certificate of mailing.
  6. 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.
  7. 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.
  8. If notice is mailed, proof of mailing will be sufficient proof of notice.
- E.** The following conditions are added and supersede any other provision to the contrary:

**1. Nonrenewal**

- a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
  - (1) The Named Insured; and
  - (2) Each townhouse unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

- b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:

- (1) Registered mail;
- (2) Certified mail; or
- (3) Mail evidenced by a certificate of mailing.

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

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

**2. Conditional Renewal**

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

- (1) Reduction in coverage limits;
- (2) Coverage provisions added or revised that reduce coverage; or
- (3) Increases in deductibles.

- c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:

- (1) Registered mail;
- (2) Certified mail; or
- (3) Mail evidenced by a certificate of mailing.

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



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

**A. Paragraph 5. of Section III – Conditions** 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.
2. 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:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of policies in effect for 60 days or more.
    - a. 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:
      - (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
        - (a) Nonpayment of premium;
        - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
        - (c) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
      - (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
      - (e) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law; or

- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Physical changes in the property which increase the hazard insured against;
  - (b) A material increase in the hazard insured against; or
  - (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. 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 3.a. above.
  - c. 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.
  - d. Notice of cancellation will be delivered or sent by:
    - (1) Registered mail;
    - (2) Certified mail; or
    - (3) Mail evidenced by a United States Post Office certificate of mailing.
4. We will give notice to you at your last mailing address known to us.



5. 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.
  6. 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.
  7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following is added and supersedes any other provision to the contrary:
- 1. Nonrenewal**  
If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.
  - 2. Conditional Renewal**
    - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
    - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
      - (1) Reduction in coverage limits;
      - (2) Coverage provisions added or revised that reduce coverage; or
      - (3) Increases in deductibles.

### **3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.



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

## **CONNECTICUT CHANGES – CONDOMINIUMS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

- A. Paragraph 13. When We Do Not Renew of Section III – Conditions** does not apply.
- B. Paragraph 5. Cancellation of Section III – Conditions** is replaced by the following and supersedes any provision to the contrary:
- 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.
  2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
    - a. 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.
    - b. 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 for one or more of the following reasons:
      - (1) Nonpayment of premium;
      - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
      - (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
      - (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
      - (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
      - (6) Physical changes in the property which increase the hazard insured against;
      - (7) A material increase in the hazard insured against; or
      - (8) A substantial loss of reinsurance by us affecting this particular line of insurance.
  3. 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 2.b. above.
  4. 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.
  5. Notice of cancellation will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a United States Post Office certificate of mailing.
  6. 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.
  7. 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.
  8. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C. The following conditions are added and supersede any other provision to the contrary:**
1. **Nonrenewal**
    - a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
      - (1) The Named Insured; and



- (2) Each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
- b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

## **2. Conditional Renewal**

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.
- c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

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



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

## **CONNECTICUT CHANGES – TOWNHOUSES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

- A. Paragraph 13. When We Do Not Renew of Section III – Conditions** does not apply.
- B. Paragraph 5. Cancellation of Section III – Conditions** is replaced by the following and supersedes any provision to the contrary:
- 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.
  2. We may cancel this Policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance at the last mailing address known to us. Additionally:
    - a. 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.
    - b. 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 for one or more of the following reasons:
      - (1) Nonpayment of premium;
      - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
      - (3) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
      - (4) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
      - (5) A determination by the Commissioner that continuation of the Policy would violate or place us in violation of the law;
      - (6) Physical changes in the property which increase the hazard insured against;
      - (7) A material increase in the hazard insured against; or
      - (8) A substantial loss of reinsurance by us affecting this particular line of insurance.
  3. 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 2.b. above.
  4. 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.
  5. Notice of cancellation will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a United States Post Office certificate of mailing.
  6. 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.
  7. 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.
  8. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C. The following conditions are added and supersede any other provision to the contrary:**
1. **Nonrenewal**
    - a. If we elect not to renew this Policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this Policy, to:
      - (1) The Named Insured; and



- (2) Each townhouse unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
- b. We will mail or deliver such notice to each last mailing address known to us. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

## **2. Conditional Renewal**

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will mail or deliver to you written notice of conditional renewal at least 60 days before the expiration or anniversary date of this Policy.

- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.
- c. We will mail or deliver such notice at the address shown in the Policy. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

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



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY  
FINANCIAL INSTITUTIONS INFORMATION SECURITY PROTECTION CYBER POLICY  
INFORMATION SECURITY PROTECTION CYBER POLICY  
MEDIA AND INFORMATION SECURITY PROTECTION CYBER POLICY

**A. Paragraph 1. Cancellation in Section VI –  
Conditions** is replaced by the following:

**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.

**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)** A material increase in the hazard insured against; or

**(ii)** 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 **A.1.c.(1)** 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 mail;

**(b)** Certified mail; or

**(c)** Mail evidenced by a United States Post Office certificate of mailing.



- d. We will give notice to you at your last mailing address known to us.
- e. 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.
- f. If this Policy is canceled, 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.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. The following conditions are added to **Section VI – Conditions** and supersede any other provision to the contrary:**

**1. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

**2. Conditional Renewal**

- a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.

**3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL FLOOD POLICY**

- A.** If this Policy has been in effect for 60 days or more or this is a renewal of a policy we issued, the following apply and supersede any provision to the contrary in the **Cancellation** and **Mortgageholders** Conditions:
- 1.** We may cancel this Policy by mailing or delivering written notice of cancellation to you and any mortgageholder known to us, at least:
    - a.** 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
      - (1)** Nonpayment of premium;
      - (2)** Conviction of a crime arising out of acts increasing the hazard insured against;
      - (3)** Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;
      - (4)** Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
      - (5)** 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:
      - (1)** Physical changes in the property which increase the hazard insured against;
      - (2)** A material increase in the hazard insured against; or
      - (3)** 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 1. 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.** In the notice of cancellation to the first Named Insured, we will state the specific reason for cancellation.
  - 5.** Notice of cancellation will be delivered or mailed to you and any mortgageholder known to us by:
    - a.** Registered mail;
    - b.** Certified mail; or
    - c.** Mail evidenced by a certificate of mailing.
- B.** The following supersede any provision to the contrary in the **Nonrenewal** and **Mortgageholders** Conditions:
- 1.** If we decide not to renew this Policy, we will mail or deliver written notice of nonrenewal to you and any mortgageholder known to us, at least 60 days before the expiration date of this Policy.
  - 2.** In the notice of nonrenewal to the first Named Insured, we will state the specific reason for nonrenewal.
  - 3.** Notice of nonrenewal will be delivered or mailed to you and any mortgageholder known to us by:
    - a.** Registered mail;
    - b.** Certified mail; or
    - c.** Mail evidenced by a certificate of mailing.
  - 4.** However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.



**C.** When this Policy is issued to a Condominium Association, the following apply:

- 1.** The 10-day notice period in Paragraph **A.1.a.** of this endorsement is replaced by 60 days; and
- 2.** Notice of cancellation or nonrenewal will also be sent to each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance, in accordance with the terms of this endorsement.

**D.** The following condition is added:

**Conditional Renewal**

- 1.** If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraphs **D.3.** and **D.4.** of this endorsement.
- 2.** The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - a.** Reduction in coverage limits;

**b.** Coverage provisions added or revised that reduce coverage; or

**c.** Increases in deductibles.

- 3.** If we decide to conditionally renew this Policy, we will mail or deliver to you a written notice of conditional renewal, stating the specific reason for conditional renewal, at least 60 days before the expiration date of this Policy. The notice will be sent to your address last known to us.

- 4.** This notice will be delivered or sent by:

**a.** Registered mail;

**b.** Certified mail; or

**c.** Mail evidenced by a certificate of mailing.

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



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **FARM EXCESS LIABILITY POLICY**

**A. The Cancellation Condition under Section III – Conditions is replaced by the following:**

#### **15. 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.

- 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.(1)** 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 mail;

- (b)** Certified mail; or

- (c)** Mail evidenced by a United States Post Office certificate of mailing.

- d.** We will give notice to you at your last mailing address known to us.



- e. 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.
  - f. 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.
  - g. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following conditions are added and supersede any other provision to the contrary:
- 1. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.
  - 2. Conditional Renewal**
    - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
    - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
      - (1) Reduction in coverage limits;
      - (2) Coverage provisions added or revised that reduce coverage; or
      - (3) Increases in deductibles.

### **3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.



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

## **CONNECTICUT CHANGES**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION COMBINATION SAFE DEPOSITORY POLICY  
FINANCIAL INSTITUTION COMPUTER CRIME POLICY  
FINANCIAL INSTITUTION CRIME POLICY FOR BANKS AND SAVINGS INSTITUTIONS  
FINANCIAL INSTITUTION CRIME POLICY FOR FINANCE COMPANIES  
FINANCIAL INSTITUTION CRIME POLICY FOR INSURANCE COMPANIES  
FINANCIAL INSTITUTION CRIME POLICY FOR MORTGAGE BANKERS  
FINANCIAL INSTITUTION CRIME POLICY FOR SECURITIES BROKERS AND DEALERS  
FINANCIAL INSTITUTION KIDNAP/RANSOM AND EXTORTION POLICY

**A. Paragraph a. of the Policy Cancellation Or Termination** Condition is replaced by the following:

**a. Policy 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.

**(2) Cancellation Of Policies In Effect**

**(a) 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 written notice of cancellation at least:

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

**(b) 60 Days Or More**

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:

- (i) 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

(ii) 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.

(iii) 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 (b)(i).



(iv) 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.

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

i. Registered mail;

ii. Certified mail; or

iii. Mail evidenced by a United States Post Office certificate of mailing.

(3) We will give notice to you at your last mailing address known to us.

(4) 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.

(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.** The following conditions are added to Section **E. Conditions** and supersede any other provision to the contrary:

**1. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

**2. Conditional Renewal**

a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.

b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

(1) Reduction in coverage limits;

(2) Coverage provisions added or revised that reduce coverage; or

(3) Increases in deductibles.

**3. Notices Of Nonrenewal And Conditional Renewal**

a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

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

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

**C.** Under the Financial Institution Crime Policy For Banks And Savings Institutions, the Financial Institution Crime Policy For Finance Companies, the Financial Institution Crime Policy For Insurance Companies, the Financial Institution Crime Policy For Mortgage Bankers, the Financial Institution Crime Policy For Securities Brokers And Dealers and the Financial Institution Computer Crime Policy, Paragraph **b.** of the **Notice To Us – Proof – Legal Proceedings Against Us** Condition is replaced by the following:

b. Legal proceedings for the recovery of any loss under this Policy shall not be brought after the expiration of 36 months from the date of "discovery" of such loss.

**D.** Under the Financial Institution Kidnap/Ransom And Extortion Policy, Paragraph **b.** of the **Notice To Us – Proof – Legal Proceedings Against Us** Condition is replaced by the following:

b. Legal proceedings for the recovery of any loss under this Policy shall not be brought after the expiration of 36 months from the date of the "occurrence".



E. Under the Financial Institution Combination Safe Depository Policy, Paragraph **b.** of the **Notice To Us – Proof – Legal Proceedings Under Insuring Agreement 2.** Condition is replaced by the following:

- b.** Legal proceedings for the recovery of any "loss" under this Insuring Agreement shall not be brought after the expiration of 36 months from the date of "discovery" of such "loss".



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

## **CONNECTICUT CHANGES**

This endorsement modifies insurance provided under the following:

### **FINANCIAL INSTITUTION CRIME POLICY FOR INVESTMENT COMPANIES**

**A. The following are added to Paragraph a.(2) of the Policy Cancellation Or Termination Condition:**

**(c) Cancellation Of Policies In Effect 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, all "investment companies" named in the Declarations and the Securities and Exchange Commission, Washington, D.C., written notice of cancellation at least 60 days before the effective date of cancellation.

**(d) Cancellation Of Policies In Effect For 60 Days Or More**

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, all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., written notice of cancellation at least 60 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;

**(v)** A determination by the Commissioner that continuation of the Policy would violate, or place us in violation of, the law;

**(vi)** Physical changes in the property which increase the hazard insured against;

**(vii)** A material increase in the hazard insured against; or

**(viii)** A substantial loss of reinsurance by us affecting this particular line of insurance.

**(e)** 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 **(d)**.

**(f)** 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.

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

**(i)** Registered mail;

**(ii)** Certified mail; or

**(iii)** Mail evidenced by a United States Post Office certificate of mailing.



**B.** The following conditions are added to Section **E. Conditions** and supersede any other provision to the contrary:

**1. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

**2. Conditional Renewal**

**a.** If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.

**b.** The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

- (1)** Reduction in coverage limits;
- (2)** Coverage provisions added or revised that reduce coverage; or
- (3)** Increases in deductibles.

**3. Notices Of Nonrenewal And Conditional Renewal**

**a.** If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this Policy.

**b.** This notice will be delivered or sent by:

- (1)** Registered mail;
- (2)** Certified mail; or
- (3)** Mail evidenced by a certificate of mailing.

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

**C.** The **Notice To Us – Proof – Legal Proceedings Against Us** Condition is replaced by the following:

**b.** Legal proceedings for the recovery of any loss under this Policy shall not be brought after the expiration of 36 months from the date of "discovery" of such loss.



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

## **CONNECTICUT CHANGES**

This endorsement modifies insurance provided under the following:

### **FINANCIAL INSTITUTION CRIME POLICY FOR CREDIT UNIONS**

**A. Paragraph a. of the Policy Cancellation Or Termination** Condition is replaced by the following:

**a. Policy 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.

**(2) Cancellation Of Policies In Effect**

**(a) 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 written notice of cancellation at least:

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

**(b) 60 Days Or More**

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:

- (i) 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

(ii) 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.

(iii) 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 (b)(i).

(iv) 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.



- (v) Notice of cancellation will be delivered or sent by:
      - i. Registered mail;
      - ii. Certified mail; or
      - iii. Mail evidenced by a United States Post Office certificate of mailing.
  - (3) We will give notice to you at your last mailing address known to us.
  - (4) 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.
  - (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.
  - (7) We will provide written notice of cancellation to the first Named Insured's state or federal supervisory authority, including the National Credit Union Administration, when required.
- B. The following conditions are added to Section E. Conditions and supersede any other provision to the contrary:**
- 1. Nonrenewal**

If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.
  - 2. Conditional Renewal**
    - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
  - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:**
    - (1) Reduction in coverage limits;
    - (2) Coverage provisions added or revised that reduce coverage; or
    - (3) Increases in deductibles.
- 3. Notices Of Nonrenewal And Conditional Renewal**
- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
    - (2) Certified mail; or
    - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
  - c. However, we are not required to send notice of nonrenewal if nonrenewal is due to failure to pay any advance premium required for renewal.
  - d. We will provide written notice of nonrenewal or conditional renewal to the first Named Insured's state or federal supervisory authority, including the National Credit Union Administration, when required.
- C. Paragraph b. of the Notice To Us – Proof – Legal Proceedings Against Us Condition is replaced by the following:**
- b. Legal proceedings for the recovery of any loss under this Policy shall not be brought after the expiration of 36 months from the date of "discovery" of such loss.



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

## **CONNECTICUT 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 COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 STANDARD PROPERTY POLICY

- 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.
2. 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:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of policies in effect for 60 days or more.

- a. 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:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
  - (a) Nonpayment of premium;
  - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
  - (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
  - (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
  - (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or



- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
  - (a) Physical changes in the property which increase the hazard insured against;
  - (b) A material increase in the hazard insured against; or
  - (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. 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 **3.a.** above.
- c. 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.
- d. Notice of cancellation will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.
- 5. 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.
- 6. 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.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. The following conditions are added and supersede any other provision to the contrary:**
  - 1. Nonrenewal**

If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

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.

## **2. Conditional Renewal**

- a. If we conditionally renew this policy under terms or conditions less favorable to the insured than currently provided under this policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.

## **3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

- C. The When We Do Not Renew Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.**



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

## **CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

EXECUTIVE LIABILITY AND ENTITY SECURITIES LIABILITY COVERAGE FORM  
EXECUTIVE LIABILITY COVERAGE FORM  
FIDUCIARY LIABILITY COVERAGE FORM  
FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY AND ENTITY SECURITIES LIABILITY COVERAGE  
FORM  
FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY COVERAGE FORM  
NOT-FOR-PROFIT MANAGEMENT LIABILITY COVERAGE FORM

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

**Cancellation**

1. The Named Organization shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. 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:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

- a. 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:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;

- (c) Discovery of fraud or material misrepresentation by you in obtaining the Policy or in perfecting any claim thereunder;

- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

- (e) A determination by the Commissioner that continuation of the Policy would violate, or place us in violation of, the law; or

- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) A material increase in the hazard insured against; or

- (b) A substantial loss of reinsurance by us affecting this particular line of insurance.

- b. 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 3.a. above.

- c. 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.

- d. Notice of cancellation will be delivered or sent by:

- (1) Registered mail;

- (2) Certified mail; or

- (3) Mail evidenced by a United States Post Office certificate of mailing.



4. We will give notice to you at your last mailing address known to us.
  5. 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.
  6. If this Policy is cancelled, we will send the Named Organization any premium refund due. If we cancel, the refund will be pro rata. If the Named Organization cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following provisions are added and supersede any other provision to the contrary:
- 1. Nonrenewal**  
If we decide not to renew this Policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.
  - 2. Conditional Renewal**
    - a. If we conditionally renew this Policy under terms or conditions less favorable to the insured than currently provided under this Policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
    - b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
      - (1) Reduction in coverage limits;
      - (2) Coverage provisions added or revised that reduce coverage; or
      - (3) Increases in deductibles.
- 3. Notices Of Nonrenewal And Conditional Renewal**
- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, 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 mail;
    - (2) Certified mail; or
    - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
  - c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.