

FORMS – IMPLEMENTATION

JULY 1, 2020

COMMERCIAL LINES

LI-CL-2020-024

UTAH REVISED COMMERCIAL LINES ENDORSEMENTS TO BE IMPLEMENTED

KEY MESSAGE

Revisions to various Commercial Lines endorsements in response to 2020 Utah. Laws ____ (former Utah S.B. 223) to be implemented.

Effective Date: 7/1/2021

Filing ID: CL-2020-OCAN1

Applicable Lines: AG, BP, CA, CF, CM, CR, CU, CY, EB, EP, FC, FR, GL, HH, MP, OP, PF, and PR

BACKGROUND

In circular [LI-CL-2020-016](#), we announced our initial review of 2020 Utah. Laws ____ (former Utah S.B. 223), which becomes effective July 1, 2021, which amends UTAH CODE ANN. § 31A-21-303, in part by adding Subsection (2)(c)(iii), which provides, in part:

"Cancellation for nonpayment or premium of a commercial lines policy is effective no sooner than 10 days after delivery or first-class mailing of a written notice to:

- (A) the policyholder,
- (B) each assignee of the policyholder, if the assignee is named in the policy; and
- (C) each loss payee or mortgagee or lienholder under property insurance of the policyholder, if the loss payee, mortgagee, or lienholder is named in the policy."

Additionally, newly added Subsection (2)(c)(iv) provides, in part, "An insurer shall deliver or send by first-class mail a copy of the notice of cancellation for nonpayment of premium described in Subsection (2)(c)(iii) to an agent of record of the policyholder on or before the day on which the insurer provides the notice to the policyholder."

ISO ACTION

In response to 2020 Utah. Laws ____ (former Utah S.B. 223), we are revising the cancellation provisions in various Commercial Lines endorsements to track the revisions to UTAH CODE ANN. § 31A-21-303 regarding notice of cancellation with respect to nonpayment of premium. Additionally, we are taking this opportunity to revise the above-referenced endorsements to more closely track with UTAH CODE ANN. § 31A-21-303(2)(e)(i).

Refer to the attached explanatory material for complete details about the filing.

EFFECTIVE DATE

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

These changes are applicable to all policies **written** on or after July 1, 2021.

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-2020-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:

- A new edition date of existing form numbers 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-2019-057](#) 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 7-21 (or the earliest possible subsequent date), along with any new and/or revised forms.

REFERENCE(S)

- [LI-CL-2020-016](#) (04/14/2020) Utah Former S.B. 223 Regarding Cancellation Under Review
- [LI-CL-2019-057](#) (12/10/2019) Revised Lead Time Requirements Listing

ATTACHMENT(S)

- Filing CL-2020-OCAN1
- Final copies of Utah endorsements

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Utah Cancellation Provisions Revised

Applicable Lines of Business

This filing applies to the following lines of business:

- ◆ Agricultural Capital Assets (Output Policy)
- ◆ Businessowners
- ◆ Capital Assets Program (Output Policy)
- ◆ Commercial Auto
- ◆ Commercial Fire and Allied Lines
- ◆ Commercial Flood
- ◆ Commercial General Liability
- ◆ Commercial Inland Marine
- ◆ Commercial Liability Umbrella
- ◆ Crime and Fidelity
- ◆ Cyber
- ◆ Employment-related Practices Policy
- ◆ Equipment Breakdown
- ◆ Farm
- ◆ Home Healthcare
- ◆ Management Protection
- ◆ Medical Professional Liability
- ◆ Professional Liability (Other Than Medical) – Insurance Agents and Brokers Professional Liability Section
- ◆ Professional Liability (Other Than Medical) – Lawyers Professional Liability Section
- ◆ Professional Liability (Other Than Medical) – Miscellaneous Professional Liability Section
- ◆ Professional Liability (Other Than Medical) – Real Estate Agents and Brokers Professional Liability Section

About This Filing

We are revising multiple Commercial Lines forms relating to notice of cancellation in response to 2020 Utah. Laws ____ (former Utah S.B. 223).

Revised Forms

We are revising the following forms:

- ◆ AG 01 54 09 07 Utah Changes
- ◆ BP 01 02 03 15 Utah Changes
- ◆ BP 71 01 04 20 Utah Changes - Micro-Businessowners
- ◆ CG 33 22 12 04 Utah Changes - Cancellation And Nonrenewal
- ◆ CG 28 93 01 87 Utah Changes -Cancellation And Nonrenewal
- ◆ CG 28 94 01 87 Utah Changes - Cancellation And Nonrenewal
- ◆ CG 30 27 11 94 Utah Changes - Cancellation And Nonrenewal
- ◆ CR 02 33 08 13 Utah Changes
- ◆ CX 01 03 09 08 Utah Changes
- ◆ CY 02 34 01 18 Utah Changes - Cancellation And Nonrenewal
- ◆ FC 01 43 07 18 Utah Changes
- ◆ FE 02 33 10 06 Utah Changes - Cancellation And Nonrenewal
- ◆ HH 01 46 06 18 Utah Changes
- ◆ IA 01 45 03 14 Utah Changes
- ◆ IL 02 66 09 08 Utah Changes - Cancellation And Nonrenewal
- ◆ LW 01 42 03 11 Utah Changes
- ◆ MI 01 45 06 17 Utah Changes
- ◆ ML 15 45 01 19 Utah Changes
- ◆ MP 02 66 10 06 Utah Changes - Cancellation And Nonrenewal
- ◆ RE 01 45 01 14 Utah Changes

We have used a format of ~~striking-through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 07 21 editions. Concurrent with implementation, the 07 21 editions will supersede the prior editions.

Background

2020 Utah Laws ____ (former Utah S.B. 223), which becomes effective July 1, 2021, amends UTAH CODE ANN. § 31A-21-303, in part by adding Subsection (2)(c)(iii), which provides, in part:

"Cancellation for nonpayment or premium of a commercial lines policy is effective no sooner than 10 days after delivery or first-class mailing of a written notice to:

- (A) the policyholder,
- (B) each assignee of the policyholder, if the assignee is named in the policy;
and
- (C) each loss payee or mortgagee or lienholder under property insurance of the policyholder, if the loss payee, mortgagee, or lienholder is named in the policy."

Additionally, newly added Subsection (2)(c)(iv) provides, in part, "An insurer shall deliver or send by first-class mail a copy of the notice of cancellation for nonpayment of premium described in Subsection (2)(c)(iii) to an agent of record of the policyholder on or before the day on which the insurer provides the notice to the policyholder."

Explanation of Changes

In response to 2020 Utah Laws ____ (former Utah S.B. 223), we are revising the cancellation provisions in various Commercial Lines endorsements to track the revisions to UTAH CODE ANN. § 31A-21-303 regarding notice of cancellation with respect to nonpayment of premium. Additionally, we are taking this opportunity to revise the above-referenced endorsements to more closely track with UTAH CODE ANN. § 31A-21-303(2)(e)(i).

Lastly, we are taking the opportunity to make changes for consistency with underlying coverage form provisions, where appropriate, as well as to conform to ISO uniformity standards.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The first Named Insured;

(2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

AB. The following is added to the **Cancellation** Common Policy Condition:

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

- a.** Nonpayment of premium;
- b.** Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

BC. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This policy is expressly designated as nonrenewable.

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

CD. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

FRAUD OR MISREPRESENTATION

This Coverage Part may be voided in the event of fraud or misrepresentation by you relating to:

- 1.** This Coverage Part;
- 2.** The Covered Property;

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3. Your interest in the Covered Property; or

4. A claim under this Coverage Part,

subject to the following provisions of Utah Code Section 31A-21-105:

- a. No statement, representation, or warranty made by any person representing us in the negotiation for an individual insurance contract affects our obligations under this Coverage Part unless the statement, representation, or warranty is stated:

(1) In this Coverage Part; or

(2) In a written application signed by you.

No person, except you or another person by your written consent, may alter the application, other than for administrative purposes in a way which is clearly not ascribable to you.

- b. You, your assignee and the loss payee, mortgagee or lienholder, if any, under property insurance, may request, in writing, from us a copy of the application, if:

(1) This Coverage Part or a copy of the application has not been received; or

(2) This Coverage Part has been reinstated or renewed without the attachment of a copy of the original application.

If we do not deliver or mail a copy of the application, within 30 days after receipt of the request by us or our agent, nothing in the application affects our obligations under this Coverage Part to the person making the request.

- c. Except as provided in Paragraph f. below, no misrepresentation or breach of an affirmative warranty affects our obligations under this Coverage Part unless:

(1) We rely on it and it is either material or is made with intent to deceive; or

(2) The fact misrepresented or falsely warranted contributes to the loss.

- d. No failure of a condition prior to the loss, and no breach of a promissory warranty, affects our obligations under this Coverage Part unless it:

(1) Exists at the time of the loss; and

(2) Either:

(a) Increases the risk at the time of the loss; or

(b) Contributes to the loss.

However, this Paragraph d. does not apply to nonpayment of premium.

- e. Nondisclosure of information not requested by us is not a defense to an action against us. Failure to correct within a reasonable period of time any representation that becomes incorrect because of changes in circumstances is misrepresentation, not nondisclosure.

- f. If, after we issue this Coverage Part, we acquire knowledge of sufficient facts to constitute a general defense to all claims under this Coverage Part, the defense is only available if, within 60 days after acquiring such knowledge we notify the insured of our intention to defend against a claim if one should arise. However, in order to continue this Coverage Part, we and the insured may both agree to endorse it to include specific exceptions or modifications.

For purposes of this Paragraph f., we are to be considered as having acquired knowledge only if the information alleged to give rise to such knowledge was disclosed to us or to our agent in connection with communications or investigations associated with the Coverage Part under which the subject claim arises.

- g. No trivial or transitory:

(1) Breach of; or

(2) Noncompliance with;

any of the above provisions is a basis for voiding this Coverage Part.

DE. Other Insurance

Paragraph J.7.b. of the **Other Insurance** Condition is replaced by the following:

If there is other insurance covering the same loss or damage, other than that described in the paragraph above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance.

EE. Legal Action Against Us

The **Legal Action Against Us** Condition is replaced by the following:

LEGAL ACTION AGAINST US

No one may bring legal action against us under this Coverage Part unless the action is brought within 3 years after the date on which the direct physical loss or damage occurred.

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FG. The Duties In The Event Of Loss Or Damage
Condition is revised as follows:

1. The provision requiring notice of loss or damage is replaced by the following:

Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

2. The provision requiring signed, sworn proof of loss is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to settle the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM INFORMATION SECURITY PROTECTION ENDORSEMENT

A. Section I – Property is amended as follows:

1. Paragraphs **E.3.a.(2)** and **E.3.a.(7) Duties In The Event Of Loss Or Damage** Property Loss Conditions are replaced by the following:

- (2) Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office.

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

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless the action is brought within three years after the date on which the direct physical loss or damage occurred.

B. Section II – Liability is amended as follows:

1. Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Conditions is amended as follows:

- a. The following is added to Paragraphs a. and b.:

Notice to our agent is considered notice to us.

- b. The following is added to Paragraphs a., b. and c.(1):

One means you may use to send written notice or other material is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office.

2. Paragraph **E.3. Legal Action Against Us** Liability And Medical Expenses General Conditions does not apply.

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

1. Paragraph **A.2.a. Cancellation** is replaced by the following:~~deleted in its entirety.~~

2. We may cancel this policy:

- a. By mailing or delivering written notice of cancellation to:

- (1) The first Named Insured;

- (2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

- (3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

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at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

2. The following is added to Paragraph **A. Cancellation:**

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

- a. Nonpayment of premium;
- b. Material misrepresentation;
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

3. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following:

C. Fraud Or Misrepresentation

Subject to Utah Code Section 31A-21-105, this Policy may be voided in the event of fraud or misrepresentation by you relating to:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

4. Paragraph **H.1. Other Insurance** is replaced by the following:

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance.

5. The following is added and supersedes any provision to the contrary:

M. Nonrenewal

1. If we elect to not renew this Policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

2. We need not mail this notice if:

- a. You have accepted replacement coverage;
- b. You have requested or agreed to nonrenewal; or
- c. This Policy is expressly designated as nonrenewable.

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

D. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

1. Paragraph **(2)** of Insuring Agreement **d. Security Breach Liability** is replaced by the following:

(2) We will pay for "defense expenses" as a result of a "claim" in the form of a "regulatory proceeding" first made against the insured during the "policy period" or during the applicable Extended Reporting Period, in response to a "wrongful act" or a series of "interrelated wrongful acts" covered under Paragraph **d.(1)**.

2. Paragraph **d.** of the definition of "loss" in Paragraph **V.** is replaced by the following:

d. With respect to Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**:

Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.

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"Loss" does not include:

- (1) Civil or criminal fines or penalties imposed by law;
- (2) Punitive or exemplary damages;
- (3) The multiplied portion of multiplied damages;

- (4) Taxes;
- (5) Royalties;
- (6) The amount of any disgorged profits; or
- (7) Matters that are uninsurable pursuant to law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – MICRO-BUSINESSOWNERS

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended as follows:

1. Paragraphs **E.3.a.(2)** and **E.3.a.(7) Duties In The Event Of Loss Or Damage** Property Loss Conditions are replaced by the following:

- (2) Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first-class mail deposited in a United States Post Office.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first-class mail deposited in a United States Post Office.

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

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless the action is brought within three years after the date on which the direct physical loss or damage occurred.

B. Section II – Liability is amended as follows:

1. Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Conditions is amended as follows:

- a. The following is added to Paragraphs a. and b.:

Notice to our agent is considered notice to us.

- b. The following is added to Paragraphs a., b. and c.(1):

One means you may use to send written notice or other material is mailing it to us, postage prepaid, through first-class mail deposited in a United States Post Office.

2. Paragraph **E.3. Legal Action Against Us** Liability And Medical Expenses General Conditions does not apply.

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

1. Paragraph **A.2. Cancellation** is replaced by the following:

2. We may cancel this policy:

- a. By mailing or delivering written notice of cancellation to:

- (1) The first Named Insured;

- (2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

- (3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

42. The following is added to Paragraph **A. Cancellation:**

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

- a. Nonpayment of premium;
- b. Material misrepresentation;
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first-class mail.

23. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following:

C. Fraud Or Misrepresentation

Subject to Utah Code Section 31A-21-105, this Policy may be voided in the event of fraud or misrepresentation by you relating to:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

34. Paragraph **H.1. Other Insurance** is replaced by the following:

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance.

45. The following is added and supersedes any provision to the contrary:

M. Nonrenewal

1. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.
2. We need not mail this notice if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This Policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph **2.b.** of the **Cancellation** Condition is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The first Named Insured and the "contractor";

(b) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

(2) By mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Condition:

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

(1) Nonpayment of premium;

(2) Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first class mail.

BC. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

a. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured and the "contractor", at the respective mailing addresses last known to us, at least 30 days before the expiration or anniversary date of this policy.

b. We need not mail this notice if:

(1) You have accepted replacement coverage;

(2) You have requested or agreed to nonrenewal; or

(3) This policy is expressly designated as nonrenewable.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following ~~is~~ are added to the **Cancellation**~~ANCELLATION~~ Condition:

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

- (1) Nonpayment of premium;
- (2) Material misrepresentation;
- (3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- (4) Substantial breaches of contractual duties, conditions or warranties.

g. If we cancel this policy for nonpayment of premium, we will also deliver or mail written notice of cancellation, stating the reason(s) for cancellation, to:

(1) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(2) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to you.

~~you or any other person or organization entitled to notice under this policy, a written notice of cancellation, stating the reason of cancellation, at least 10 days before the effective date. If we cancel this policy for any other reason listed above, at least 30 days written notice will be provided to you or any other party entitled to notice under this policy, before the effective date of cancellation.~~

~~gh.~~ Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

a. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to 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, at least 30 days before the expiration or anniversary date of this policy.

b. We need not mail this notice if:

- (1) You have accepted replacement coverage;
- (2) You have requested or agreed to nonrenewal; or
- (3) This policy is expressly designated as nonrenewable.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

UNDERGROUND STORAGE TANK POLICY

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 or less, we may cancel this policy 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 or material misrepresentation by you; or
- (2) 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 more than 60 days or more, or if 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) Material misrepresentation;
 - (c) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
 - (d) Substantial breaches of contractual duties, conditions or warranties; 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;
- (b) 30 days after you receive notice of cancellation if we cancel for material misrepresentation by you; or
- (c) 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.

~~If we cancel for nonpayment of premium, notice of cancellation must state the reason(s) for cancellation.~~

- d. 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.

~~e. If we cancel for nonpayment of premium, notice of cancellation must state the reason(s) for cancellation. We will also send by first-class mail, or deliver, a written notice of cancellation to:~~

~~(1) Each assignee of the first Named Insured, if the assignee is named in the policy; and~~

~~(2) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;~~

at least 10 days before the effective date of
cancellation. Notice of cancellation for
nonpayment of premium will be sent by
first-class mail or delivered to an agent of
record of the first Named Insured on or
before the day notice is provided to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The first Named Insured;

(2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

BC. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH 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. Under the Commercial Crime Policy, Employee Theft And Forgery Policy, Government Crime Policy, Government Employee Theft And Forgery Policy, Paragraph E.1.b.(2) of the Cancellation Of Policy Condition is replaced by the following:

(2) We may cancel this policy:

(a) By mailing or delivering written notice of cancellation to:

(i) The first Named Insured;

(ii) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(iii) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

(b) By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. Under the Kidnap/Ransom And Extortion Policy, Paragraph E.2.b.(2). of the Cancellation Of Policy Condition is replaced by the following:

(2) We may cancel this policy:

(a) By mailing or delivering written notice of cancellation to:

(i) The first Named Insured;

(ii) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(iii) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

(b) By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

AC. The following is added to the Cancellation Of Policy Condition:

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

(a) Nonpayment of premium;

- (b) Material misrepresentation;
- (c) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- (d) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- (8) Notice of cancellation must be delivered or mailed by first-class mail.

BD. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.
2. We need not mail this notice if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This Policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

CE. Under the Commercial Crime Policy and Government Crime Policy, Paragraphs (1) and (2) of the **Duties In The Event Of Loss** are replaced by the following:

- (1) Notify us or our agent as soon as possible. If you have reason to believe that any loss (except for loss covered under the Employee Theft Insuring Agreement or Forgery Or Alteration Insuring Agreement) involves a violation of law, you must also notify the local law enforcement authorities.

You may fulfill this requirement by mailing the notice to us, postage prepaid, through first-class mail deposited in a United States Post Office.

- (2) Give us a detailed, sworn proof of loss within 120 days. We will, on request, promptly furnish you with any necessary forms and instructions.

Failure to submit the requested proof of loss within 120 days does not invalidate your claim, if you show that it was not reasonably possible to do so and that you submitted the proof of loss to us as soon as reasonably possible.

You may fulfill this requirement by mailing the proof of loss to us, postage prepaid, through first-class mail deposited in a United States Post Office.

DE. Under the Kidnap/Ransom And Extortion Policy, Paragraphs (4) and (5) of the **Duties In The Event Of An Occurrence** Condition are replaced by the following:

- (4) Notify us or our agent as soon as possible. You may fulfill this requirement by mailing the notice to us, postage prepaid, through first-class mail deposited in a United States Post Office.
- (5) Give us a detailed, sworn proof of loss within 120 days. We will, on request, promptly furnish you with any necessary forms and instructions.

Failure to submit the requested proof of loss within 120 days does not invalidate your claim, if you show that it was not reasonably possible to do so and that you submitted the proof of loss to us as soon as reasonably possible.

You may fulfill this requirement by mailing the proof of loss to us, postage prepaid, through first-class mail deposited in a United States Post Office.

EG. Under the Commercial Crime Policy, Employee Theft And Forgery Policy, Government Crime Policy and Government 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 proof of loss has been waived;
 2. Unless full payment has been denied; or
 3. Until 60 days after you have filed proof of loss with us;
- whichever is earliest; and
4. Unless brought within three years from the date you "discover" the loss.

FH. Under the Kidnap/Ransom And Extortion Policy, the **Legal Action Against Us** Condition is replaced by the following:

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Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless proof of loss has been waived;
- (2) Unless full payment has been denied; or
- (3) Until 60 days after you have filed proof of loss with us;
whichever is earliest; and
- (4) Unless brought within three years from the date you reported the loss to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. Except with respect to covered autos, Paragraph **3. Duties In The Event Of An Event, Claim Or Suit of Section III – Conditions** is amended to include:

Notice to our authorized representative is notice to us.

- B. Paragraph **b. under 5. Cancellation of Section III – Conditions** is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The first Named Insured;

(b) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

(2) By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

- BC.** The following is added to Paragraph **5. Cancellation of Section III – Conditions**:

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

- (1) Nonpayment of premium;
(2) Material misrepresentation;

- (3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

- (4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- h.** When a policy of commercial automobile insurance is "controlling underlying insurance" under this Coverage Part, the following applies in addition to the provisions of Paragraph **g.** above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a covered auto, is suspended or revoked.

- i.** Notice of cancellation must be delivered or mailed by first-class mail.

- CD.** Paragraph **11. Legal Action Against Us of Section III – Conditions** does not apply.

- DE.** Paragraph **13. When We Do Not Renew of Section III – Conditions** is replaced by the following:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
2. We need not mail this notice if:
- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This policy is expressly designated as non-renewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH 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.b.** of the **Cancellation Condition** in **Section VI – Conditions** is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The first "named insured";

(b) Each assignee of the first "named insured", if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the first "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first "named insured" on or before the day notice is provided to the first "named insured"; or

(2) By mailing or delivering to the first "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

AB. The following paragraphs are added to the **Cancellation Condition** in **Section VI – Conditions**:

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

(1) Nonpayment of premium;

(2) Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first-class mail.

BC. The following is added to **Section VI – Conditions** and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This Policy is expressly designated as nonrenewable.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL FLOOD POLICY

A. The Concealment, Misrepresentation Or Fraud
Condition is replaced by the following:

Fraud Or Misrepresentation

This Policy may be voided in the event of fraud or misrepresentation by you relating to:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy;

subject to the following provisions of Utah Code Section 31A-21-105:

- a. No statement, representation, or warranty made by any person representing us in the negotiation for an individual insurance contract affects our obligations under this Policy unless the statement, representation, or warranty is stated:

- (1) In this Policy; or
- (2) In a written application signed by you.

No person, except you or another person by your written consent, may alter the application, other than for administrative purposes in a way which is clearly not ascribable to you.

- b. You, your assignee and the loss payee, mortgagee or lienholder, if any, under property insurance, may request, in writing, from us a copy of the application, if:

- (1) This Policy or a copy of the application has not been received; or
- (2) This Policy has been reinstated or renewed without the attachment of a copy of the original application.

If we do not deliver or mail a copy of the application, within 30 days after receipt of the request by us or our agent, nothing in the application affects our obligations under this Policy to the person making the request.

- c. Except as provided in Paragraph f. below, no misrepresentation or breach of an affirmative warranty affects our obligations under this Policy unless:

- (1) We rely on it and it is either material or is made with intent to deceive; or
- (2) The fact misrepresented or falsely warranted contributes to the loss.

- d. No failure of a condition prior to the loss, and no breach of a promissory warranty, affects our obligations under this Policy unless it:

- (1) Exists at the time of the loss; and
- (2) Either:

- (a) Increases the risk at the time of the loss; or
- (b) Contributes to the loss.

However, this Paragraph d. does not apply to nonpayment of premium.

- e. Nondisclosure of information not requested by us is not a defense to an action against us. Failure to correct within a reasonable period of time any representation that becomes incorrect because of changes in circumstances is misrepresentation, not nondisclosure.

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- f. If, after we issue this Policy, we acquire knowledge of sufficient facts to constitute a general defense to all claims under this Policy, the defense is only available if, within 60 days after acquiring such knowledge we notify the insured of our intention to defend against a claim if one should arise. However, in order to continue this Policy, we and the insured may both agree to endorse it to include specific exceptions or modifications.

For purposes of this Paragraph f., we are to be considered as having acquired knowledge only if the information alleged to give rise to such knowledge was disclosed to us or to our agent in connection with communications or investigations associated with the Policy under which the subject claim arises.

- g. No trivial or transitory:

(1) Breach of; or

(2) Noncompliance with;

any of the above provisions is a basis for avoiding this Policy.

- B. The **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

No one may bring legal action against us under this Policy unless the action is brought within three years after the date on which the direct physical loss or damage occurred.

- C. The **Duties In The Event Of Loss Or Damage** Condition is revised as follows:

1. The provision requiring notice of loss or damage is replaced by the following:

Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first-class mail deposited in a United States Post Office.

2. The provision requiring signed, sworn proof of loss is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to settle the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first-class mail deposited in a United States Post Office.

- D. Paragraph J.10.b. of the Cancellation Condition is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The first Named Insured;

(b) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

(2) By mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the effective date of cancellation if we cancel for any other reason permissible under applicable law.

- ~~D~~E. The following are added to the **Cancellation** Condition:

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

- d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- 2. Notice of cancellation must be delivered or mailed by first-class mail.

EF. The **Nonrenewal** Condition is replaced by the following:

Nonrenewal

- 1. If we decide not to renew this Policy, for any reason permissible under applicable law, we will mail or deliver written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 45 days before an anniversary date or the expiration date of this Policy.

- 2. If notice is mailed, we will use first-class mail.
- 3. If notice is mailed, proof of mailing is sufficient proof of notice.
- 4. We need not provide notice of nonrenewal if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This Policy is expressly designated as nonrenewable.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

FARM EXCESS LIABILITY POLICY

A. Paragraph **15.b.** of the **Cancellation** Condition under **Section III – Conditions** is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The first Named Insured;

(b) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

(2) By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

AB. The following are added to Condition **15. Cancellation** under **Section III – Conditions**:

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

- (1)** Nonpayment of premium;
- (2)** Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first class mail.

BC. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This policy is expressly designated as nonrenewable.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

HOME HEALTHCARE COVERAGE PART

A. Paragraph B. Legal Action Against Us under **Section V – Conditions** does not apply.

B. The following is added to Paragraph H. Duties In The Event Of A Wrongful Act, Occurrence, Offense, Claim Or Suit under **Section V – Conditions**:

Notice to our authorized representative is notice to us.

C. Paragraph 2. under I. Cancellation of Section V – Conditions is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The first Named Insured;

(2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

DC. The following is added to Paragraph I. Cancellation under **Section V – Conditions**:

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first-class mail.

ED. Paragraph G. When We Do Not Renew under **Section V – Conditions** is replaced by the following:

G. When We Do Not Renew

1. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This Policy is expressly designated as nonrenewable.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY

A. Paragraph 2. under K. Cancellation of Section VI – Conditions is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The first "named insured";

(2) Each assignee of the first "named insured", if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the first "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first "named insured" on or before the day notice is provided to the first "named insured"; or

b. By mailing or delivering to the first "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to Paragraph K. Cancellation of Section VI – Conditions:

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

- a. Nonpayment of premium;**
- b. Material misrepresentation;**
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or**
- d. Substantial breaches of contractual duties, conditions or warranties.**

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first-class mail.

BC. Paragraph L. of Section VI – Conditions is replaced by the following:

L. When We Do Not Renew

1. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

2. We need not mail this notice if:

- a. You have accepted replacement coverage;**
- b. You have requested or agreed to nonrenewal; or**
- c. This Policy is expressly designated as nonrenewable.**

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH 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
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. Paragraph A.2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The first Named Insured;

(2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the Cancellation Common Policy Condition:

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph 7. above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

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9. Notice of cancellation must be delivered or mailed by first-class mail.

BC. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- a. You have accepted replacement coverage;
- b. You have requested or agreed to nonrenewal; or
- c. This policy is expressly designated as nonrenewable.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY

A. Paragraph 2. under L. Cancellation of Section VI – Conditions is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The first "named insured";

(2) Each assignee of the first "named insured", if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the first "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first "named insured" on or before the day notice is provided to the first "named insured"; or

b. By mailing or delivering to the first "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

AB. The following is added to Paragraph L. of Section VI – Conditions:

L. Cancellation

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

- a. Nonpayment of premium;**
- b. Material misrepresentation;**
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or**

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first-class mail.

BC. Paragraph M. of Section VI – Conditions is replaced by the following:

M. When We Do Not Renew

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- a. You have accepted replacement coverage;**
- b. You have requested or agreed to nonrenewal; or**
- c. This policy is expressly designated as nonrenewable.**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

A. Paragraph b. under C.1. Cancellation of Section IX – Conditions is replaced by the following:

b. "We" may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The "named insured";

(b) Each assignee of the "named insured", if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if "we" cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the "named insured" on or before the day notice is provided to the "named insured"; or

(2) By mailing or delivering to the "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if "we" cancel for any other reason.

B. The following is added to Paragraph C.1. Cancellation of Section IX – Conditions:

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

(1) Nonpayment of premium;

(2) Material misrepresentation;

(3) Substantial change in the risk assumed unless "we" should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If "we" cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first-class mail.

BC. Paragraph C.2. Nonrenewal of Section IX – Conditions is replaced by the following:

2. Nonrenewal

a. If "we" elect to not renew this Policy, "we" will mail, by first-class mail, written notice of nonrenewal to the "named insured", at the last mailing address known to "us", at least 30 days before the expiration or anniversary date of this Policy.

b. "We" need not mail this notice if:

(1) The "named insured" has accepted replacement coverage;

(2) The "named insured" has requested or agreed to nonrenewal; or

(3) This Policy is expressly designated as nonrenewable.

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

CD. The following is added to Paragraph H. Reporting, Notice And Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim of Section IX – Conditions:

Notice to "our" authorized representative is notice to "us".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under this Policy's Liability Coverage Parts.

A. Paragraph **b.** under **D.1. Cancellation of Section VII – Conditions** is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The "named insured";

(b) Each assignee of the "named insured", if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the "named insured" on or before the day notice is provided to the "named insured"; or

(2) By mailing or delivering to the "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to Paragraph **D.1. Cancellation of Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions:

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

(1) Nonpayment of premium;

(2) Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first-class mail.

BC. Paragraph **D.2. Nonrenewal of Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions is replaced by the following:

2. Nonrenewal

a. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

b. We need not mail this notice if:

(1) The "named insured" has accepted replacement coverage;

(2) The "named insured" has requested or agreed to nonrenewal; or

(3) This Policy is expressly designated as nonrenewable.

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

CD. The following is added to Paragraph **L. Reporting, Notice And Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim** of **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions:

Notice to our authorized representative is notice to us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

EXECUTIVE LIABILITY COVERAGE PART
FIDUCIARY LIABILITY COVERAGE PART
FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY COVERAGE PART
NOT-FOR-PROFIT MANAGEMENT LIABILITY COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The Named Organization;

(2) Each assignee of the Named Organization, if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the Named Organization, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the Named Organization; or

b. By mailing or delivering to the Named Organization written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

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

- a.** Nonpayment of premium;
- b.** Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

BC. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the Named Organization, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This policy is expressly designated as nonrenewable.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY

A. Paragraph 2. under K. Cancellation of Section VI – Conditions is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The first "named insured";

(2) Each assignee of the first "named insured", if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the first "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first "named insured" on or before the day notice is provided to the first "named insured"; or

b. By mailing or delivering to the first "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to Paragraph K. Cancellation of Section VI – Conditions:

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

- a. Nonpayment of premium;**
- b. Material misrepresentation;**
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or**
- d. Substantial breaches of contractual duties, conditions or warranties.**

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first-class mail.

BC. Paragraph L. of Section VI – Conditions is replaced by the following:

L. When We Do Not Renew

1. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

2. We need not mail this notice if:

- a. You have accepted replacement coverage;**
- b. You have requested or agreed to nonrenewal; or**
- c. This Policy is expressly designated as nonrenewable.**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

- (1)** The first Named Insured;
- (2)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
- (3)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

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

- a.** Nonpayment of premium;
- b.** Material misrepresentation;
- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This policy is expressly designated as nonrenewable.

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

D. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

FRAUD OR MISREPRESENTATION

This Coverage Part may be voided in the event of fraud or misrepresentation by you relating to:

- 1.** This Coverage Part;
- 2.** The Covered Property;
- 3.** Your interest in the Covered Property; or
- 4.** A claim under this Coverage Part,

subject to the following provisions of Utah Code Section 31A-21-105:

- a. No statement, representation, or warranty made by any person representing us in the negotiation for an individual insurance contract affects our obligations under this Coverage Part unless the statement, representation, or warranty is stated:

- (1) In this Coverage Part; or
- (2) In a written application signed by you.

No person, except you or another person by your written consent, may alter the application, other than for administrative purposes in a way which is clearly not ascribable to you.

- b. You, your assignee and the loss payee, mortgagee or lienholder, if any, under property insurance, may request, in writing, from us a copy of the application, if:

- (1) This Coverage Part or a copy of the application has not been received; or
- (2) This Coverage Part has been reinstated or renewed without the attachment of a copy of the original application.

If we do not deliver or mail a copy of the application, within 30 days after receipt of the request by us or our agent, nothing in the application affects our obligations under this Coverage Part to the person making the request.

- c. Except as provided in Paragraph f. below, no misrepresentation or breach of an affirmative warranty affects our obligations under this Coverage Part unless:

- (1) We rely on it and it is either material or is made with intent to deceive; or
- (2) The fact misrepresented or falsely warranted contributes to the loss.

- d. No failure of a condition prior to the loss, and no breach of a promissory warranty, affects our obligations under this Coverage Part unless it:

- (1) Exists at the time of the loss; and
- (2) Either:
 - (a) Increases the risk at the time of the loss; or
 - (b) Contributes to the loss.

However, this Paragraph d. does not apply to nonpayment of premium.

- e. Nondisclosure of information not requested by us is not a defense to an action against us. Failure to correct within a reasonable period of time any representation that becomes incorrect because of changes in circumstances is misrepresentation, not nondisclosure.

- f. If, after we issue this Coverage Part, we acquire knowledge of sufficient facts to constitute a general defense to all claims under this Coverage Part, the defense is only available if, within 60 days after acquiring such knowledge we notify the insured of our intention to defend against a claim if one should arise. However, in order to continue this Coverage Part, we and the insured may both agree to endorse it to include specific exceptions or modifications.

For purposes of this Paragraph f., we are to be considered as having acquired knowledge only if the information alleged to give rise to such knowledge was disclosed to us or to our agent in connection with communications or investigations associated with the Coverage Part under which the subject claim arises.

- g. No trivial or transitory:

- (1) Breach of; or
- (2) Noncompliance with;

any of the above provisions is a basis for voiding this Coverage Part.

E. Other Insurance

Paragraph J.7.b. of the **Other Insurance** Condition is replaced by the following:

If there is other insurance covering the same loss or damage, other than that described in the paragraph above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance.

F. Legal Action Against Us

The **Legal Action Against Us** Condition is replaced by the following:

LEGAL ACTION AGAINST US

No one may bring legal action against us under this Coverage Part unless the action is brought within 3 years after the date on which the direct physical loss or damage occurred.

G. The Duties In The Event Of Loss Or Damage
Condition is revised as follows:

1. The provision requiring notice of loss or damage is replaced by the following:

Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

2. The provision requiring signed, sworn proof of loss is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to settle the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM INFORMATION SECURITY PROTECTION ENDORSEMENT

A. Section I – Property is amended as follows:

1. Paragraphs **E.3.a.(2)** and **E.3.a.(7) Duties In The Event Of Loss Or Damage** Property Loss Conditions are replaced by the following:

- (2) Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office.

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

4. **Legal Action Against Us**

No one may bring a legal action against us under this insurance unless the action is brought within three years after the date on which the direct physical loss or damage occurred.

B. Section II – Liability is amended as follows:

1. Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Conditions is amended as follows:

- a. The following is added to Paragraphs **a.** and **b.:**

Notice to our agent is considered notice to us.

- b. The following is added to Paragraphs **a., b.** and **c.(1):**

One means you may use to send written notice or other material is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office.

2. Paragraph **E.3. Legal Action Against Us** Liability And Medical Expenses General Conditions does not apply.

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

1. Paragraph **A.2. Cancellation** is replaced by the following:

2. We may cancel this policy:

- a. By mailing or delivering written notice of cancellation to:

- (1) The first Named Insured;

- (2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

- (3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

- b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

2. The following is added to Paragraph **A. Cancellation:**

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

- a. Nonpayment of premium;
- b. Material misrepresentation;
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- 8. Notice of cancellation must be delivered or mailed by first class mail.

3. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following:

C. Fraud Or Misrepresentation

Subject to Utah Code Section 31A-21-105, this Policy may be voided in the event of fraud or misrepresentation by you relating to:

- 1. This Policy;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Policy.

4. Paragraph **H.1. Other Insurance** is replaced by the following:

- 1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance.

- 5. The following is added and supersedes any provision to the contrary:

M. Nonrenewal

- 1. If we elect to not renew this Policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.
- 2. We need not mail this notice if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This Policy is expressly designated as nonrenewable.
- 3. If notice is mailed, proof of mailing is sufficient proof of notice.

D. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

- 1. Paragraph **(2)** of Insuring Agreement **d. Security Breach Liability** is replaced by the following:

(2) We will pay for "defense expenses" as a result of a "claim" in the form of a "regulatory proceeding" first made against the insured during the "policy period" or during the applicable Extended Reporting Period, in response to a "wrongful act" or a series of "interrelated wrongful acts" covered under Paragraph **d.(1)**.

- 2. Paragraph **d.** of the definition of "loss" in Paragraph **V.** is replaced by the following:

- d.** With respect to Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**:

Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.

"Loss" does not include:

- (1)** Civil or criminal fines or penalties imposed by law;
- (2)** Punitive or exemplary damages;
- (3)** The multiplied portion of multiplied damages;
- (4)** Taxes;

- (5) Royalties;
- (6) The amount of any disgorged profits; or

- (7) Matters that are uninsurable pursuant to law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – MICRO-BUSINESSOWNERS

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended as follows:

1. Paragraphs **E.3.a.(2)** and **E.3.a.(7) Duties In The Event Of Loss Or Damage** Property Loss Conditions are replaced by the following:

- (2) Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first-class mail deposited in a United States Post Office.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first-class mail deposited in a United States Post Office.

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

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless the action is brought within three years after the date on which the direct physical loss or damage occurred.

B. Section II – Liability is amended as follows:

1. Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Conditions is amended as follows:

- a. The following is added to Paragraphs **a.** and **b.:**

Notice to our agent is considered notice to us.

- b. The following is added to Paragraphs **a., b.** and **c.(1):**

One means you may use to send written notice or other material is mailing it to us, postage prepaid, through first-class mail deposited in a United States Post Office.

2. Paragraph **E.3. Legal Action Against Us** Liability And Medical Expenses General Conditions does not apply.

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

1. Paragraph **A.2. Cancellation** is replaced by the following:

2. We may cancel this policy:

- a. By mailing or delivering written notice of cancellation to:

- (1) The first Named Insured;

- (2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

- (3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

- b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

2. The following is added to Paragraph **A. Cancellation:**

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

- a. Nonpayment of premium;
- b. Material misrepresentation;
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first-class mail.

3. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following:

C. Fraud Or Misrepresentation

Subject to Utah Code Section 31A-21-105, this Policy may be voided in the event of fraud or misrepresentation by you relating to:

1. This Policy;

2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

4. Paragraph **H.1. Other Insurance** is replaced by the following:

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance.

5. The following is added and supersedes any provision to the contrary:

M. Nonrenewal

1. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.
2. We need not mail this notice if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This Policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph **2.b.** of the **Cancellation** Condition is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The first Named Insured and the "contractor";

(b) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

(2) By mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Condition:

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

(1) Nonpayment of premium;

(2) Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first class mail.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

a. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured and the "contractor", at the respective mailing addresses last known to us, at least 30 days before the expiration or anniversary date of this policy.

b. We need not mail this notice if:

(1) You have accepted replacement coverage;

(2) You have requested or agreed to nonrenewal; or

(3) This policy is expressly designated as nonrenewable.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following are added to the **Cancellation Condition:**

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

- (1)** Nonpayment of premium;
- (2)** Material misrepresentation;
- (3)** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- (4)** Substantial breaches of contractual duties, conditions or warranties.

- g.** If we cancel this policy for nonpayment of premium, we will also deliver or mail written notice of cancellation, stating the reason(s) for cancellation, to:

- (1)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
- (2)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to you.

- h.** Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- a.** If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to 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, at least 30 days before the expiration or anniversary date of this policy.

- b.** We need not mail this notice if:

- (1)** You have accepted replacement coverage;
- (2)** You have requested or agreed to nonrenewal; or
- (3)** This policy is expressly designated as nonrenewable.

- c.** If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

UNDERGROUND STORAGE TANK POLICY

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, we may cancel this policy 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 or material misrepresentation by you; or
- (2)** 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 if 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)** Material misrepresentation;
 - (c)** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
 - (d)** Substantial breaches of contractual duties, conditions or warranties; 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;
- (b)** 30 days after you receive notice of cancellation if we cancel for material misrepresentation by you; or
- (c)** 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 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.
- e.** If we cancel for nonpayment of premium, notice of cancellation must state the reason(s) for cancellation. We will also send by first-class mail, or deliver, a written notice of cancellation to:
 - (1)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
 - (2)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation. Notice of cancellation for nonpayment of premium will be sent by first-class mail or delivered to an agent of record of the first Named Insured on or before the day notice is provided to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

- (1)** The first Named Insured;
- (2)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
- (3)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH 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.** Under the Commercial Crime Policy, Employee Theft And Forgery Policy, Government Crime Policy, Government Employee Theft And Forgery Policy, Paragraph **E.1.b.(2)** of the **Cancellation Of Policy** Condition is replaced by the following:
- (2)** We may cancel this policy:
- (a)** By mailing or delivering written notice of cancellation to:
- (i)** The first Named Insured;
- (ii)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
- (iii)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;
- at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or
- (b)** By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.
- B.** Under the Kidnap/Ransom And Extortion Policy, Paragraph **E.2.b.(2)** of the **Cancellation Of Policy** Condition is replaced by the following:
- (2)** We may cancel this policy:
- (a)** By mailing or delivering written notice of cancellation to:
- (i)** The first Named Insured;
- (ii)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
- (iii)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;
- at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or
- (b)** By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

C. The following is added to the Cancellation Of Policy Condition:

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

- (a) Nonpayment of premium;
- (b) Material misrepresentation;
- (c) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- (d) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

(8) Notice of cancellation must be delivered or mailed by first-class mail.

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

2. We need not mail this notice if:

- a. You have accepted replacement coverage;
- b. You have requested or agreed to nonrenewal; or
- c. This Policy is expressly designated as nonrenewable.

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

E. Under the Commercial Crime Policy and Government Crime Policy, Paragraphs (1) and (2) of the Duties In The Event Of Loss are replaced by the following:

(1) Notify us or our agent as soon as possible. If you have reason to believe that any loss (except for loss covered under the Employee Theft Insuring Agreement or Forgery Or Alteration Insuring Agreement) involves a violation of law, you must also notify the local law enforcement authorities.

You may fulfill this requirement by mailing the notice to us, postage prepaid, through first-class mail deposited in a United States Post Office.

(2) Give us a detailed, sworn proof of loss within 120 days. We will, on request, promptly furnish you with any necessary forms and instructions.

Failure to submit the requested proof of loss within 120 days does not invalidate your claim, if you show that it was not reasonably possible to do so and that you submitted the proof of loss to us as soon as reasonably possible.

You may fulfill this requirement by mailing the proof of loss to us, postage prepaid, through first-class mail deposited in a United States Post Office.

F. Under the Kidnap/Ransom And Extortion Policy, Paragraphs (4) and (5) of the Duties In The Event Of An Occurrence Condition are replaced by the following:

(4) Notify us or our agent as soon as possible. You may fulfill this requirement by mailing the notice to us, postage prepaid, through first-class mail deposited in a United States Post Office.

(5) Give us a detailed, sworn proof of loss within 120 days. We will, on request, promptly furnish you with any necessary forms and instructions.

Failure to submit the requested proof of loss within 120 days does not invalidate your claim, if you show that it was not reasonably possible to do so and that you submitted the proof of loss to us as soon as reasonably possible.

You may fulfill this requirement by mailing the proof of loss to us, postage prepaid, through first-class mail deposited in a United States Post Office.

G. Under the Commercial Crime Policy, Employee Theft And Forgery Policy, Government Crime Policy and Government 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 proof of loss has been waived;
- 2. Unless full payment has been denied; or

3. Until 60 days after you have filed proof of loss with us;

whichever is earliest; and

4. Unless brought within three years from the date you "discover" the loss.

H. 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 proof of loss has been waived;

(2) Unless full payment has been denied; or

(3) Until 60 days after you have filed proof of loss with us;

whichever is earliest; and

(4) Unless brought within three years from the date you reported the loss to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. Except with respect to covered autos, Paragraph **3. Duties In The Event Of An Event, Claim Or Suit of Section III – Conditions** is amended to include:

Notice to our authorized representative is notice to us.

- B. Paragraph **b.** under **5. Cancellation of Section III – Conditions** is replaced by the following:

b. We may cancel this policy:

- (1) By mailing or delivering written notice of cancellation to:
 - (a) The first Named Insured;
 - (b) Each assignee of the first Named Insured, if the assignee is named in the policy; and
 - (c) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

- (2) By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

- C. The following is added to Paragraph **5. Cancellation of Section III – Conditions**:

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

- (1) Nonpayment of premium;
- (2) Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- h.** When a policy of commercial automobile insurance is "controlling underlying insurance" under this Coverage Part, the following applies in addition to the provisions of Paragraph **g.** above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a covered auto, is suspended or revoked.

- i.** Notice of cancellation must be delivered or mailed by first-class mail.

- D. Paragraph **11. Legal Action Against Us of Section III – Conditions** does not apply.

- E. Paragraph **13. When We Do Not Renew of Section III – Conditions** is replaced by the following:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
2. We need not mail this notice if:
 - a.** You have accepted replacement coverage;
 - b.** You have requested or agreed to nonrenewal; or
 - c.** This policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH 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.b.** of the **Cancellation Condition** in **Section VI – Conditions** is replaced by the following:
- b.** We may cancel this policy:
- (1)** By mailing or delivering written notice of cancellation to:
- (a)** The first "named insured";
- (b)** Each assignee of the first "named insured", if the assignee is named in the policy; and
- (c)** Each loss payee or mortgagee or lienholder under property insurance of the first "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;
- at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first "named insured" on or before the day notice is provided to the first "named insured"; or
- (2)** By mailing or delivering to the first "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.
- B.** The following paragraphs are added to the **Cancellation Condition** in **Section VI – Conditions**:
- g.** If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:
- (1)** Nonpayment of premium;
- (2)** Material misrepresentation;
- (3)** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- (4)** Substantial breaches of contractual duties, conditions or warranties.
- If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.
- h.** Notice of cancellation must be delivered or mailed by first-class mail.
- C.** The following is added to **Section VI – Conditions** and supersedes any other provision to the contrary:
- Nonrenewal**
- 1.** If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.
- 2.** We need not mail this notice if:
- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This Policy is expressly designated as nonrenewable.
- 3.** If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL FLOOD POLICY

A. The Concealment, Misrepresentation Or Fraud
Condition is replaced by the following:

Fraud Or Misrepresentation

This Policy may be voided in the event of fraud or misrepresentation by you relating to:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy;

subject to the following provisions of Utah Code Section 31A-21-105:

- a. No statement, representation, or warranty made by any person representing us in the negotiation for an individual insurance contract affects our obligations under this Policy unless the statement, representation, or warranty is stated:

- (1) In this Policy; or
- (2) In a written application signed by you.

No person, except you or another person by your written consent, may alter the application, other than for administrative purposes in a way which is clearly not ascribable to you.

- b. You, your assignee and the loss payee, mortgagee or lienholder, if any, under property insurance, may request, in writing, from us a copy of the application, if:

- (1) This Policy or a copy of the application has not been received; or
- (2) This Policy has been reinstated or renewed without the attachment of a copy of the original application.

If we do not deliver or mail a copy of the application, within 30 days after receipt of the request by us or our agent, nothing in the application affects our obligations under this Policy to the person making the request.

- c. Except as provided in Paragraph f. below, no misrepresentation or breach of an affirmative warranty affects our obligations under this Policy unless:

- (1) We rely on it and it is either material or is made with intent to deceive; or
- (2) The fact misrepresented or falsely warranted contributes to the loss.

- d. No failure of a condition prior to the loss, and no breach of a promissory warranty, affects our obligations under this Policy unless it:

- (1) Exists at the time of the loss; and
- (2) Either:

- (a) Increases the risk at the time of the loss; or
- (b) Contributes to the loss.

However, this Paragraph d. does not apply to nonpayment of premium.

- e. Nondisclosure of information not requested by us is not a defense to an action against us. Failure to correct within a reasonable period of time any representation that becomes incorrect because of changes in circumstances is misrepresentation, not nondisclosure.

- f. If, after we issue this Policy, we acquire knowledge of sufficient facts to constitute a general defense to all claims under this Policy, the defense is only available if, within 60 days after acquiring such knowledge we notify the insured of our intention to defend against a claim if one should arise. However, in order to continue this Policy, we and the insured may both agree to endorse it to include specific exceptions or modifications.

For purposes of this Paragraph f., we are to be considered as having acquired knowledge only if the information alleged to give rise to such knowledge was disclosed to us or to our agent in connection with communications or investigations associated with the Policy under which the subject claim arises.

- g. No trivial or transitory:

(1) Breach of; or

(2) Noncompliance with;

any of the above provisions is a basis for avoiding this Policy.

- B. The **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

No one may bring legal action against us under this Policy unless the action is brought within three years after the date on which the direct physical loss or damage occurred.

- C. The **Duties In The Event Of Loss Or Damage** Condition is revised as follows:

1. The provision requiring notice of loss or damage is replaced by the following:

Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first-class mail deposited in a United States Post Office.

2. The provision requiring signed, sworn proof of loss is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to settle the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first-class mail deposited in a United States Post Office.

- D. Paragraph **J.10.b.** of the **Cancellation** Condition is replaced by the following:

- b. We may cancel this policy:

- (1) By mailing or delivering written notice of cancellation to:

(a) The first Named Insured;

(b) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

- (2) By mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the effective date of cancellation if we cancel for any other reason permissible under applicable law.

- E. The following are added to the **Cancellation** Condition:

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

- d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- 2. Notice of cancellation must be delivered or mailed by first-class mail.

F. The **Nonrenewal Condition is replaced by the following:**

Nonrenewal

- 1. If we decide not to renew this Policy, for any reason permissible under applicable law, we will mail or deliver written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 45 days before an anniversary date or the expiration date of this Policy.

- 2. If notice is mailed, we will use first-class mail.
- 3. If notice is mailed, proof of mailing is sufficient proof of notice.
- 4. We need not provide notice of nonrenewal if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This Policy is expressly designated as nonrenewable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

FARM EXCESS LIABILITY POLICY

A. Paragraph **15.b.** of the **Cancellation** Condition under **Section III – Conditions** is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

- (a)** The first Named Insured;
- (b)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
- (c)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

(2) By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following are added to Condition **15. Cancellation** under **Section III – Conditions**:

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

- (1)** Nonpayment of premium;
- (2)** Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first class mail.

C. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This policy is expressly designated as nonrenewable.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

HOME HEALTHCARE COVERAGE PART

- A.** Paragraph **B. Legal Action Against Us** under **Section V – Conditions** does not apply.
- B.** The following is added to Paragraph **H. Duties In The Event Of A Wrongful Act, Occurrence, Offense, Claim Or Suit** under **Section V – Conditions**:
- Notice to our authorized representative is notice to us.
- C.** Paragraph **2.** under **I. Cancellation** of **Section V – Conditions** is replaced by the following:
- 2.** We may cancel this policy:
- a.** By mailing or delivering written notice of cancellation to:
- (1)** The first Named Insured;
- (2)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
- (3)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;
- at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or
- b.** By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.
- D.** The following is added to Paragraph **I. Cancellation** under **Section V – Conditions**:
- 7.** If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:
- a.** Nonpayment of premium;
- b.** Material misrepresentation;
- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d.** Substantial breaches of contractual duties, conditions or warranties.
- If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.
- 8.** Notice of cancellation must be delivered or mailed by first-class mail.
- E.** Paragraph **G. When We Do Not Renew** under **Section V – Conditions** is replaced by the following:
- G. When We Do Not Renew**
- 1.** If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.
- 2.** We need not mail this notice if:
- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This Policy is expressly designated as nonrenewable.
- 3.** If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY

A. Paragraph 2. under K. Cancellation of Section VI – Conditions is replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering written notice of cancellation to:

- (1)** The first "named insured";
- (2)** Each assignee of the first "named insured", if the assignee is named in the policy; and
- (3)** Each loss payee or mortgagee or lienholder under property insurance of the first "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first "named insured" on or before the day notice is provided to the first "named insured"; or

- b.** By mailing or delivering to the first "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to Paragraph K. Cancellation of Section VI – Conditions:

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

- a.** Nonpayment of premium;

- b.** Material misrepresentation;

- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

- d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- 8.** Notice of cancellation must be delivered or mailed by first-class mail.

C. Paragraph L. of Section VI – Conditions is replaced by the following:

L. When We Do Not Renew

- 1.** If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

- 2.** We need not mail this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This Policy is expressly designated as nonrenewable.

- 3.** If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH 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
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

- (1)** The first Named Insured;
- (2)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
- (3)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

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

- a.** Nonpayment of premium;
- b.** Material misrepresentation;
- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph **7.** above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

9. Notice of cancellation must be delivered or mailed by first-class mail.
- C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:
- a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY

A. Paragraph 2. under L. Cancellation of Section VI – Conditions is replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering written notice of cancellation to:

- (1)** The first "named insured";
- (2)** Each assignee of the first "named insured", if the assignee is named in the policy; and
- (3)** Each loss payee or mortgagee or lienholder under property insurance of the first "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first "named insured" on or before the day notice is provided to the first "named insured"; or

- b.** By mailing or delivering to the first "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to Paragraph L. of Section VI – Conditions:

L. Cancellation

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

- a.** Nonpayment of premium;

- b.** Material misrepresentation;

- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

- d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- 8.** Notice of cancellation must be delivered or mailed by first-class mail.

C. Paragraph M. of Section VI – Conditions is replaced by the following:

M. When We Do Not Renew

- 1.** If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

- 2.** We need not mail this notice if:

- a.** You have accepted replacement coverage;

- b.** You have requested or agreed to nonrenewal; or

- c.** This policy is expressly designated as nonrenewable.

- 3.** If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

A. Paragraph b. under C.1. Cancellation of Section IX – Conditions is replaced by the following:

b. "We" may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The "named insured";

(b) Each assignee of the "named insured", if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if "we" cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the "named insured" on or before the day notice is provided to the "named insured"; or

(2) By mailing or delivering to the "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if "we" cancel for any other reason.

B. The following is added to Paragraph C.1. Cancellation of Section IX – Conditions:

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

(1) Nonpayment of premium;

(2) Material misrepresentation;

(3) Substantial change in the risk assumed unless "we" should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If "we" cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first-class mail.

C. Paragraph C.2. Nonrenewal of Section IX – Conditions is replaced by the following:

2. Nonrenewal

a. If "we" elect to not renew this Policy, "we" will mail, by first-class mail, written notice of nonrenewal to the "named insured", at the last mailing address known to "us", at least 30 days before the expiration or anniversary date of this Policy.

b. "We" need not mail this notice if:

(1) The "named insured" has accepted replacement coverage;

(2) The "named insured" has requested or agreed to nonrenewal; or

(3) This Policy is expressly designated as nonrenewable.

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

D. The following is added to Paragraph H. Reporting, Notice And Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim of Section IX – Conditions:

Notice to "our" authorized representative is notice to "us".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under this Policy's Liability Coverage Parts.

A. Paragraph b. under D.1. Cancellation of Section VII – Conditions is replaced by the following:

b. We may cancel this policy:

(1) By mailing or delivering written notice of cancellation to:

(a) The "named insured";

(b) Each assignee of the "named insured", if the assignee is named in the policy; and

(c) Each loss payee or mortgagee or lienholder under property insurance of the "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the "named insured" on or before the day notice is provided to the "named insured"; or

(2) By mailing or delivering to the "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to Paragraph **D.1. Cancellation of Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions:

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

(1) Nonpayment of premium;

(2) Material misrepresentation;

(3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

h. Notice of cancellation must be delivered or mailed by first-class mail.

C. Paragraph **D.2. Nonrenewal of Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions is replaced by the following:

2. Nonrenewal

a. If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

b. We need not mail this notice if:

(1) The "named insured" has accepted replacement coverage;

(2) The "named insured" has requested or agreed to nonrenewal; or

(3) This Policy is expressly designated as nonrenewable.

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

D. The following is added to Paragraph **L. Reporting, Notice And Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim** of **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions:

Notice to our authorized representative is notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

EXECUTIVE LIABILITY COVERAGE PART
FIDUCIARY LIABILITY COVERAGE PART
FINANCIAL INSTITUTIONS EXECUTIVE LIABILITY COVERAGE PART
NOT-FOR-PROFIT MANAGEMENT LIABILITY COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

- (1)** The Named Organization;
- (2)** Each assignee of the Named Organization, if the assignee is named in the policy; and
- (3)** Each loss payee or mortgagee or lienholder under property insurance of the Named Organization, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the Named Organization; or

b. By mailing or delivering to the Named Organization written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the Named Organization, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This policy is expressly designated as nonrenewable.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY

A. Paragraph 2. under K. Cancellation of Section VI – Conditions is replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering written notice of cancellation to:

- (1)** The first "named insured";
- (2)** Each assignee of the first "named insured", if the assignee is named in the policy; and
- (3)** Each loss payee or mortgagee or lienholder under property insurance of the first "named insured", if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first "named insured" on or before the day notice is provided to the first "named insured"; or

- b.** By mailing or delivering to the first "named insured" written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to Paragraph K. Cancellation of Section VI – Conditions:

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

- a.** Nonpayment of premium;

- b.** Material misrepresentation;

- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

- d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- 8.** Notice of cancellation must be delivered or mailed by first-class mail.

C. Paragraph L. of Section VI – Conditions is replaced by the following:

L. When We Do Not Renew

- 1.** If we elect to not renew this Policy, we will mail, by first-class mail, written notice of nonrenewal to the first "named insured", at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this Policy.

- 2.** We need not mail this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This Policy is expressly designated as nonrenewable.

- 3.** If notice is mailed, proof of mailing is sufficient proof of notice.