

FORMS – IMPLEMENTATION

DECEMBER 17, 2020

COMMERCIAL LINES

LI-CL-2020-053

## NEW HAMPSHIRE REVISED COMMERCIAL LINES ENDORSEMENTS TO BE IMPLEMENTED

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### KEY MESSAGE

Filing CL-2020-OCAN1, which revises various cancellation endorsements in New Hampshire, has been approved.

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

**Filing ID:** CL-2020-OCAN1

**Effective Date:** 02/01/2021

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### BACKGROUND

2020 N.H. Laws 37 (former H.B. 1245), in part, amends N.H. REV. STAT. ANN. § 417-C:1, Paragraph I(c), to allow insurers to cancel policies due to a "change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed." This replaces the previous statutory provision requiring prior approval of the commissioner for cancellation due to substantial increase in hazard. This change took effect on September 27, 2020.

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### ISO ACTION

In response to 2020 N.H. Laws 37 (former H.B. 1245), we revised various New Hampshire commercial lines changes endorsements in order to reflect the provision set forth in N.H. REV. STAT. ANN. § 417-C:1, Paragraph I(c) above. We also made minor editorial changes to several of these forms.

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

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### INSURANCE DEPARTMENT ACTION

The New Hampshire Insurance Department has approved this revision as filed.

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### EFFECTIVE DATE

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

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

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## COMPANY ACTION

### All Lines of Business Except Commercial Inland Marine:

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.

### Commercial Inland Marine:

ISO has not filed this revision.

You must independently determine what revision to make and when to make any revision effective. If you decide to use all or any part of our revision, you are NOT required to file anything with the Insurance Department.

You must document your files in case the Insurance Department wishes to review the information at a later date. In all internal correspondence on this revision, you should refer to ISO Filing 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.

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## RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- A new edition date of existing form numbers is being introduced.

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## 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.

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## REFERENCE(S)

[LI-CL-2019-057](#) (12/10/2019) Revised Lead Time Requirements Listing

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**ATTACHMENT(S)**

- Filing CL-2020-OCAN1
  - Final copies of revised endorsements
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# New Hampshire Changes Endorsements Revised

## Applicable Lines of Business

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This filing applies to the following lines of business:

- ◆ Agricultural Capital Assets (Output Policy)
- ◆ Businessowners
- ◆ Capital Assets Program (Output Policy)
- ◆ Commercial Auto
- ◆ Commercial Flood
- ◆ Commercial General Liability
- ◆ Commercial Inland Marine
- ◆ Commercial Liability Umbrella
- ◆ Commercial Property
- ◆ Crime and Fidelity
- ◆ Cyber
- ◆ Employment-related Practices Policy
- ◆ Equipment Breakdown
- ◆ Farm
- ◆ Financial Institutions
- ◆ 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

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This filing is being made in response to 2020 N.H. Laws 37 (former H.B. 1245).

### Revised Forms

We are revising the following forms:

- ◆ AG 01 33 01 19 New Hampshire Changes
- ◆ BP 01 13 03 20 New Hampshire Changes
- ◆ BP 54 01 04 20 New Hampshire Changes - Micro-Businessowners
- ◆ CA 02 62 01 19 New Hampshire Changes - Cancellation and Nonrenewal
- ◆ CG 28 80 01 19 New Hampshire Changes - Cancellation and Nonrenewal
- ◆ CG 28 81 01 19 New Hampshire Changes
- ◆ CG 30 20 01 19 New Hampshire Changes - Cancellation and Nonrenewal
- ◆ CG 33 26 01 19 New Hampshire Changes - Cancellation and Nonrenewal
- ◆ CP 01 02 01 19 New Hampshire Changes
- ◆ CR 02 09 01 19 New Hampshire Changes
- ◆ CX 02 42 01 19 New Hampshire Changes
- ◆ CY 02 05 01 19 New Hampshire Changes - Cancellation and Nonrenewal
- ◆ FC 01 28 01 19 New Hampshire Changes
- ◆ FE 02 44 01 19 New Hampshire Changes - Cancellation and Nonrenewal
- ◆ FI 02 26 12 19 New Hampshire Changes
- ◆ FI 03 37 01 10 New Hampshire Changes
- ◆ FI 04 39 01 19 New Hampshire Changes
- ◆ FI 05 26 12 19 New Hampshire Changes
- ◆ FI 08 26 12 19 New Hampshire Changes
- ◆ FP 01 28 12 19 New Hampshire Changes
- ◆ HH 01 30 06 18 New Hampshire Changes
- ◆ IA 01 29 01 19 New Hampshire Changes
- ◆ IL 01 35 01 19 New Hampshire Changes - Cancellation and Nonrenewal
- ◆ LW 01 27 01 19 New Hampshire Changes

- ◆ MI 01 29 01 19 New Hampshire Changes
- ◆ ML 15 29 11 20 New Hampshire Changes
- ◆ MP 01 35 01 19 New Hampshire Changes - Cancellation and Nonrenewal
- ◆ OP 01 24 01 19 New Hampshire Changes
- ◆ RE 01 29 01 19 New Hampshire 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 01 21 editions. Concurrent with implementation, the 01 21 editions will supersede the prior editions.

## Background

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2020 N.H. Laws 37 (former H.B. 1245), in part, amends N.H. REV. STAT. ANN. § 417-C:1, Paragraph I(c), to allow insurers to cancel policies due to a "change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed." This replaces the previous statutory provision requiring prior approval of the commissioner for cancellation due to substantial increase in hazard. This change took effect on September 27, 2020.

## Explanation of Changes

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In response to 2020 N.H. Laws 37 (former H.B. 1245), we are revising various New Hampshire commercial lines changes endorsements in order to reflect the provision set forth in N.H. REV. STAT. ANN. § 417-C:1, Paragraph I(c) above. We are also making minor editorial changes to several of these forms.

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## Important Note

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insurer's determination of coverage for a specific claim. ISO does not intercede in coverage disputes arising from insurance policies. If there is any conflict between a form and any other part of the attached material, the provisions of the form apply.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

### SCHEDULE

Location Number	Building Number	Total Limit Of Insurance Permitted On The Building
		\$
		\$
		\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

1. Intentionally concealed or misrepresented a material fact;
  2. Engaged in fraudulent conduct; or
  3. Made a false statement;
- relating to this insurance.

**B. The following provisions apply except when Paragraph E. of this endorsement applies:**

Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following:

- 2.a.** We may cancel this policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

- b. 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) Fraud or material misrepresentation affecting the policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.



Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

C. Paragraph 6. of the **Cancellation Common Policy Conditions** is deleted.

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

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. The property covered in this policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. If this policy covers buildings or structures located in New Hampshire that:

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than five "dwelling" units;

the following provisions apply:

1. Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following and supersede any provisions to the contrary:
  2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 45 days before the effective date of cancellation if we cancel for any other reason.
  3. We will mail or physically deliver our notice to your last mailing address known to us.
2. The following is added to the **Cancellation Common Policy Conditions**:
  7. If this policy:
    - a. Has been in effect for 90 days or more; or

b. 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) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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

**Nonrenewal**

We may elect not to renew this policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- a. 10 days before the expiration date of the policy if we refuse to renew for nonpayment of premium; or
- b. 45 days before the expiration date of the policy if we refuse to renew for any other reason.

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

F. The following are added:

**1. Other Insurance On Buildings**

- a. You are permitted to have other insurance that covers buildings at the "covered location". The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is limited to the amount shown in the Schedule.

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- b. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Coverage Part will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

## 2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such buildings are insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.

- c. Nothing contained in Paragraphs a. and b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.

- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph a. of this section shall not apply.

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

### **Intentional Loss**

We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss. This exclusion does not apply, with respect to loss or damage to Covered Property caused by a Covered Cause of Loss, to an insured, who does not commit or conspire to commit, any act that results in loss by a Covered Cause of Loss. We cover such insured only to the extent of that insured's legal interest, but not exceeding the applicable limit of insurance.

We may apply reasonable standards of proof to claims for such loss or damage.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
INFORMATION SECURITY PROTECTION ENDORSEMENT

### SCHEDULE

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. The following are added to Section I – Property:**

**1. Other Insurance On Buildings**

- a.** You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Property Limit of Insurance for this Policy, is limited to the amount shown in the Schedule or in the Declarations as applicable to this Endorsement.

**b. Buildings Insured For A Specified Amount**

If there is other insurance that covers buildings insured for a specified amount at the premises described in the Declarations, the following applies with respect to loss or damage to buildings and supersedes any provision to the contrary:

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, subject to the following:

- (1) If a covered building insured for a specified amount is totally destroyed by fire or lightning, we will not pay more than the least of the following:
- (a) The Limit Of Insurance shown in the Declarations applicable to such building; or

- (b) The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance; and
- (2) If a covered building insured for a specified amount is:
- (a) Partially destroyed by fire or lightning; or
- (b) Totally or partially destroyed by any covered cause of loss other than fire or lightning;
- then we will not pay more than the least of the following:
- (i) The Limit Of Insurance shown in the Declarations applicable to such building;
- (ii) The difference between the actual loss sustained and the amount due from that other insurance; or
- (iii) The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance.

## 2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

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

1. If Endorsement **BP 15 11** or **BP 15 12** is attached to the Policy, Paragraph **A.g.(2)(e)** of Endorsement **BP 15 11** or **BP 15 12**, whichever is attached, is replaced by the following:
  - (e) "Bodily injury" or "property damage" arising out of:
    - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
    - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
    - (iii) Any tractor with a farm tractor registration.

2. If Paragraph **B.1.** of this endorsement does not apply, Paragraph **1.g.(5)** under Paragraph **B. Exclusions** is replaced by the following:

- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (c) Any tractor with a farm tractor registration.

3. The definition of "auto" in Paragraph **F.2. Liability And Medical Expenses Definitions** is replaced by the following:

#### 2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. If Endorsement **BP 07 76** or **BP 07 79** is attached to the Policy, Paragraph **B.3.2.** of this Endorsement does not apply with respect to the coverage provided by Endorsement **BP 07 76** or **BP 07 79**.

5. The definition of "mobile equipment" in Paragraph **F.12. Liability And Medical Expenses Definitions** is replaced by the following:

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;

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- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

**C. Paragraph C. Concealment, Misrepresentation Or Fraud in Section III – Common Policy Conditions is replaced by the following:**

**C. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

- 1. Intentionally concealed or misrepresented a material fact;
  - 2. Engaged in fraudulent conduct; or
  - 3. Made a false statement;
- relating to this insurance.

**D. The following provisions apply except when Paragraph G. of this Endorsement applies:**

Paragraphs A.2. and A.3. Cancellation in Section III – Common Policy Conditions are replaced by the following:

- 2.a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of the cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this Endorsement does not apply.

- b. 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) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the commissioner.~~

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3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

E. Paragraph A.6. Cancellation of Section III – Common Policy Conditions is deleted.

F. The following paragraph is added to Section III – Common Policy Conditions and supersedes any provision to the contrary, except as provided in Paragraph G.:

**M. Nonrenewal**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. If this Policy covers buildings or structures located in New Hampshire that:

1. Are used only for residential purposes;
2. Are owner-occupied; and
3. Contain one- to four-dwelling units;

the following provisions apply:

1. Paragraphs A.2. and A.3. Cancellation in Section III – Common Policy Conditions are replaced by the following:

2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

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

1. If this Policy:

- a. Has been in effect for 90 days or more; or
- b. Is a renewal of a policy we issued:

We will cancel this Policy only for one or more of the following reasons:

  - (1) Nonpayment of premium;
  - (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
  - (3) Discovery of fraud or material misrepresentation by you in making a claim under this Policy;
  - (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
  - (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation. Unless cancellation is for nonpayment of premium, we may cancel this Policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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3. The following is added to **Section III – Common Policy Conditions:**

**M. Nonrenewal**

We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

1. 10 days before the expiration date of the Policy if we refuse to renew for nonpayment of premium; or
2. 45 days before the expiration date of the Policy if we refuse to renew for any other reason.

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

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

Paragraph **N. Extended Reporting Periods** is replaced by the following:

**N. Extended Reporting Periods**

For the purposes of the coverage provided by this Endorsement under Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**, the following are added to Paragraph **E. Liability And Medical Expenses General Conditions** of **Section II – Liability**:

**1. Basic Extended Reporting Period**

- a. A Basic Extended Reporting Period is automatically provided without additional charge if:
  - (1) This Endorsement is cancelled or not renewed by either us or you for any reason; or
  - (2) We renew or replace this Endorsement with insurance that:
    - (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or

(b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.

b. The Basic Extended Reporting Period starts with the end of the "policy period" and lasts for 60 days. A "claim" received and reported by the insured during this 60-day period will be considered to have been received within the "policy period". However, the 60-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the insured, or that would be covered but for exhaustion of the Aggregate Limit of Insurance applicable to such "claims".

c. The Basic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:

- (1) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and
- (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".

**2. Supplemental Extended Reporting Period**

- a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:
  - (1) This Endorsement is cancelled or not renewed for any reason; or



- (2) We renew or replace this Endorsement with insurance that:
- (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or
  - (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.
- b. A Supplemental Extended Reporting Period, as specified in Paragraph **a.**, lasts one year and is available only for an additional premium.
- c. The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph **1**. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
- (1) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
  - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".
- d. You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first.
- e. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full along with any premium or deductible you owe us for coverage provided under this Endorsement within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.
- f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
- (1) The exposures insured;
  - (2) Previous types and amounts of insurance;
  - (3) Limit of Insurance available under this Endorsement for future payment of damages; and
  - (4) Other related factors.
- The additional premium may not exceed 200% of the annual premium for this Endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.
- 3. Basic And Supplemental Extended Reporting Period Limits**
- a. Basic Extended Reporting Period Limit**
- There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period. The Limit of Insurance available during the Basic Extended Reporting Period shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the "policy period".
- b. Supplemental Extended Reporting Period Limit**
- There is no separate or additional Aggregate Limit of Insurance for the Supplemental Extended Reporting Period. The Limit of Insurance available during the Supplemental Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the Basic Extended Reporting Period.

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I. Paragraph 2. of Condition J. **Premium Audit** of **Section III – Common Policy Conditions** is replaced by the following:

2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph 2., Paragraph D. **Examination Of Your Books And Records** in **Section III – Common Policy Conditions** continues to apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW HAMPSHIRE CHANGES – MICRO-BUSINESSOWNERS

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM  
MICRO-BUSINESSOWNERS PROFESSIONAL LIABILITY ENDORSEMENT

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

**1. Paragraph 1.g.(5) under Paragraph B. Exclusions** is replaced by the following:

**(5)** "Bodily injury" or "property damage" arising out of:

- (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
- (b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (c)** Any tractor with a farm tractor registration.

**2. The definition of "auto" in Paragraph F.2. Liability And Medical Expenses Definitions** is replaced by the following:

**2. "Auto" means:**

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**3. The definition of "mobile equipment" in Paragraph F.12. Liability And Medical Expenses Definitions** is replaced by the following:

**12. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

**B. Paragraph C. Concealment, Misrepresentation Or Fraud in Section III – Common Policy Conditions is replaced by the following:**

**C. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

1. Intentionally concealed or misrepresented a material fact;
2. Engaged in fraudulent conduct; or
3. Made a false statement; relating to this insurance.

**C. Paragraphs A.2. and A.3. Cancellation in Section III – Common Policy Conditions are replaced by the following:**

2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
  - a. 10 days before the effective date of the cancellation if:
    - (1) We cancel for nonpayment of premium;

- (2) We cancel for substantial increase in hazard; or

- (3) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- b. 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

- 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 only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or

- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the commissioner.~~

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
  - b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

**D. Paragraph A.6. Cancellation of Section III – Common Policy Conditions is deleted.**

**E. The following paragraph is added to Section III – Common Policy Conditions and supersedes any provision to the contrary, except as provided in Paragraph G.:**

**M. Nonrenewal**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy.
2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;

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- c. You do not pay any advance premium required by us for renewal; or
- d. Any property covered in this Policy is insured under any other insurance policy.

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

**F. Paragraph 2. of Condition J. Premium Audit of Section III – Common Policy Conditions is replaced by the following:**

- 2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph 2., Paragraph D. Examination Of Your Books And Records in Section III – Common Policy Conditions continues to apply.

- G. The following changes apply only to Micro-businessowners Professional Liability Endorsement BP 22 02 if it is attached to this Policy:

Paragraph D.3. is replaced by the following:

**3. Basic Extended Reporting Period**

- a. A Basic Extended Reporting Period is automatically provided without additional charge if:
  - (1) This endorsement is cancelled or not renewed by either us or you for any reason; or
  - (2) We renew or replace this endorsement with insurance that:
    - (a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (b) Does not apply to "wrongful acts" on a claims-made basis.

- b. The Basic Extended Reporting Period starts with the end of the policy period and lasts for 60 days. A "claim" received and reported by the insured during this 60-day period will be considered to have been received within the policy period. However, the 60-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the insured, or that would be covered but for exhaustion of the Professional Liability Aggregate Limit of Insurance applicable to such "claims".

- c. The Basic Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following applies:

- (1) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and
- (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the policy period.

Paragraph D.4. is replaced by the following:

**4. Supplemental Extended Reporting Period**

- a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:
  - (1) This endorsement is cancelled or not renewed for any reason; or
  - (2) We renew or replace this endorsement with insurance that:
    - (a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (b) Does not apply to "wrongful acts" on a claims-made basis.
- b. A Supplemental Extended Reporting Period, as specified in Paragraph a., lasts one year and is available only for an additional premium.

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c. The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph 3. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:

- (1) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
- (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the policy period.

d. You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first.

e. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full along with any premium or deductible you owe us for coverage provided under this endorsement within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.

f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The exposures insured;
- (2) Previous types and amounts of insurance;
- (3) Limit of Insurance available under this endorsement for future payment of damages; and
- (4) Other related factors.

The additional premium may not exceed 200% of the annual premium for this endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.

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

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Conditions are replaced by the following:**

**2.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**a.** 10 days before the effective date of cancellation if:

- (1)** We cancel for nonpayment of premium;
- (2)** We cancel for substantial increase in hazard; or
- (3)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**b.** 60 days before the effective date of cancellation if Paragraph 2.a. of this endorsement does not apply.

**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 only for one of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy, or violation of any of the terms or conditions of the policy; or
- (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason will be effective only after prior approval of the Commissioner.~~

**3.** We will mail or physically deliver our notice to your last mailing address known to us by:

- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

**B. Paragraph 6. of the Cancellation Common Policy Conditions is deleted.**

**C. The following is added:**

### **Nonrenewal**

**1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

- a.** We manifest our willingness to renew;
- b.** We refuse to renew due to nonpayment of premium;
- c.** You fail to pay any advance premium required by us for this renewal; or
- d.** Any property covered under this policy is insured under another insurance policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

### OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

**A. Paragraph 2. Cancellation under Section IV – Conditions is replaced by the following:**

**2. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or physically delivering to you and the "contractor" written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if:
    - (a) We cancel for nonpayment of premium;
    - (b) We cancel for substantial increase in hazard; or
    - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2) 60 days before the effective date of cancellation if Paragraph A.2.b.(1) of this endorsement does not apply.
- 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 only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation affecting the policy or in a presentation of a claim thereunder, or violation of any of the policy; or
  - (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

- d. We will mail or physically deliver our notice to you and the "contractor's" last mailing addresses known to us. If notice is mailed, it will be by:

- (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph A.2.d.(1) or A.2.d.(2) of this endorsement will be sufficient proof of notice.

- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- f. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

**B. Paragraph 13. When We Do Not Renew Condition under Section IV – Conditions is replaced by the following:**

**13. When We Do Not Renew**

- a. If we decide not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to you and the "contractor's" last mailing addresses known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.



b. However, we need not mail or physically deliver this notice if:

- (1) We have indicated a willingness to renew;
- (2) We refuse to renew due to nonpayment of premium; or

(3) You do not pay any advance premium required by us for renewal; or

(4) Any property covered in this policy is insured under any other insurance policy.

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

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

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

**A. Paragraph 3. Cancellation** under **Section IV – Conditions** is replaced by the following:

#### **3. Cancellation**

- a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or physically delivering 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, written notice of cancellation, stating the reasons for cancellation, at least 60 days before 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 only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation affecting the policy or in a presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
  - (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.
- d. If notice is mailed, it will be by:
  - (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
  - (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **A.3.d.(1)** or **A.3.d.(2)** of this endorsement will be sufficient proof of notice.

- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

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- f. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

**B. Paragraph A.9., When We Do Not Renew Condition, under Section IV – Conditions is replaced by the following:**

**9. When We Do Not Renew**

- a. If we decide not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for 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 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
  - (1) We have indicated a willingness to renew;
  - (2) We refuse to renew due to nonpayment of premium; or
  - (3) You do not pay any advance premium required by us for renewal; or
  - (4) Any property covered in this policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraph c. of Condition **A.7. Premium And Premium Audit of Section IV – Conditions** is replaced by the following:

- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

### UNDERGROUND STORAGE TANK POLICY

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

**10. Cancellation**

- a. The first Named Insured may cancel this policy by mailing or physically 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 physically 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
- (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 it is a renewal of a policy we issued:

- (1) We may cancel only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

- (c) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed; and, Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner; and

- (2) Cancellation will be effective:

- (a) 10 days after you receive notice of cancellation if we cancel for nonpayment of premium; or
- (b) 60 days after you receive notice of cancellation if we cancel for any other permissible reason,

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

- d. We will ~~mail~~ send by certified mail, or physically deliver, to you, a written notice at your last mailing address known to us ~~by certified mail~~.

Proof that the notice was mailed in accordance with Paragraph **A.10.d.** of this endorsement will be sufficient proof of notice.

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

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

**11. Nonrenewal**

If we decide not to renew this policy, we will send written notice of nonrenewal to you, stating the reason(s) for nonrenewal, at least 60 days before:

- a. The end of the policy period; or
- b. The anniversary date if this policy is written for a term of more than one year.

We will send our nonrenewal notice by certified mail, or physically deliver it, to you at your last mailing address known to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:

2.a. We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if:

- (a) We cancel for nonpayment of premium;
- (b) We cancel for substantial increase in hazard; or
- (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

(2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

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

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

B. Paragraph 6. of the **Cancellation** Common Policy Condition is deleted.

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

### Nonrenewal

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

- (a) We have indicated a willingness to renew;
- (b) We refuse to renew due to nonpayment of premium;
- (c) You do not pay any advance premium required by us for renewal; or
- (d) Any property covered in this policy is insured under any other insurance policy.

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

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

### SCHEDULE\*

Premises No.	Building No.	Total Limit Of Insurance Permitted On The Building
<p>*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>		

**A.** When this endorsement is attached to the **Standard Property Policy CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

**B.** The following provisions apply except when Paragraph **F.** of this endorsement applies:

Paragraphs **2.** and **3.** of the **Cancellation Common Policy Conditions** are replaced by the following:

**2.a.** We may cancel this policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if:
  - (a)** We cancel for nonpayment of premium;
  - (b)** We cancel for substantial increase in hazard; or
  - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.

**b.** 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)** Fraud or material misrepresentation affecting the policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the policy; or
- (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

**3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b.** Certified mail if cancellation is for any other reason.

| Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

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C. Paragraph 6. of the **Cancellation Common Policy Condition** is deleted.

D. The following is added and supersedes any provision to the contrary, except as provided in Paragraph F.:

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. The property covered in this policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. The following are added:

**1. Other Insurance On Buildings**

- a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is limited to the amount shown in the Schedule.
- b. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Coverage Part will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

**2. Policy Value**

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such buildings are insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.

b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.

c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.

d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

F. If this policy covers buildings or structures located in New Hampshire that:

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than 5 dwelling units;

the following provisions apply:

1. Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following and supersede any provisions to the contrary:

2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

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

7. If this policy:

- a. Has been in effect for 90 days or more; or
- b. 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) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this policy;

- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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

**Nonrenewal**

We may elect not to renew this policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- a. 10 days before the expiration date of the policy if we refuse to renew for nonpayment of premium; or
- b. 45 days before the expiration date of the policy if we refuse to renew for any other reason.

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

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

## **NEW HAMPSHIRE 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. Paragraphs (2) and (3) of the Cancellation Of Policy Condition are replaced by the following:**

**(2)(a)** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(i)** 10 days before the effective date of cancellation if:

i. We cancel for nonpayment of premium;

ii. We cancel for substantial increase in hazard; or

iii. This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(ii)** 60 days before the effective date of cancellation if Paragraph **(2)(a)(i)** of this endorsement does not apply.

**(b)** 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 only for one or more of the following reasons:

**(i)** Nonpayment of premium;

**(ii)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

**(iii)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval by the Commissioner.

**(3)** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**(a)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

**(b)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **(3)(a)** or **(3)(b)** will be sufficient proof of notice.

**B. Paragraph (6) of the Cancellation Of Policy Condition is deleted.**

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

**Nonrenewal**

**1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

**(a.)** We have indicated a willingness to renew;

**(b.)** We refuse to renew due to nonpayment of premium;

**(c.)** You do not pay any advance premium required by us for renewal; or

**(d.)** Any property covered in this policy is insured under any other insurance policy.

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

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

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

1. Intentionally concealed or misrepresented a material fact;

2. Engaged in fraudulent conduct; or

3. Made a false statement;  
relating to this policy.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

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

**A.** Paragraphs **5.b.** and **5.c.** of the **Cancellation** provisions of **Section III – Conditions** are replaced by the following:

**b. Reasons For Cancellation**

(1) We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if:

(i) We cancel for nonpayment of premium;

(ii) We cancel for substantial increase in hazard; or

(iii) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

(b) 60 days before the effective date of cancellation if Paragraph **b.(1)(a)** of this endorsement does not apply.

(2) 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 only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

(c) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

**c. Mailing Of Notices**

We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

(1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

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- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph c.(1) or c.(2) will be sufficient proof of notice.

- B. Paragraph 5.f. of the **Cancellation** provisions of **Section III – Conditions** is deleted.

- C. Paragraph b. of Condition 9. **Premium Audit** of **Section III – Conditions** is replaced by the following:

- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

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

**13. Nonrenewal**

- a. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
- (1) We have indicated a willingness to renew;

- (2) We refuse to renew due to nonpayment of premium;
- (3) You do not pay any advance premium required by us for renewal; or

- (4) Any property covered in this policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## **NEW HAMPSHIRE 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.** Paragraphs **b.** and **c.** of the **Cancellation** Condition in **Section VI – Conditions** are replaced by the following:

**b.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if:

- (a) We cancel for nonpayment of premium;
- (b) We cancel for substantial increase in hazard; or
- (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

(2) 60 days before the effective date of cancellation if Paragraph **b.(1)** of this endorsement does not apply.

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 only for one more or of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

**c.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

(1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

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- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph c.(1) or c.(2) will be sufficient proof of notice.

- B. Paragraph f. of the **Cancellation** Condition in **Section VI – Conditions** is deleted.
- C. The following is added to **Section VI – Conditions** and supersedes any provision to the contrary:

**Nonrenewal**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered under this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL FLOOD POLICY

### SCHEDULE

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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

**1. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

- a. Intentionally concealed or misrepresented a material fact;
- b. Engaged in fraudulent conduct; or
- c. Made a false statement; relating to this Policy.

**B. The following provisions apply except when Paragraph D. of this endorsement applies:**

**1. Paragraphs b. and c. of the Cancellation Condition are replaced by the following:**

- b. We may cancel this Policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph 1.b.(1) of this endorsement does not apply.

- c. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph c.(1) or c.(2) will be sufficient proof of notice.

- 2. Paragraph f. of the **Cancellation** Condition does not apply.

- 3. The following is added to the **Cancellation** Condition and supersedes any provision to the contrary:

- 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) Fraud or material misrepresentation affecting the Policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or

- (3) ~~A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

C. Except when Paragraph D. of this endorsement applies, the **Nonrenewal** Condition is replaced by the following:

**11. Nonrenewal**

- a. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
- (1) We manifest our willingness to renew;
  - (2) We refuse to renew due to nonpayment of premium;
  - (3) You do not pay any advance premium required by us for renewal; or
  - (4) The property covered in this Policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. If this Policy covers buildings or structures located in New Hampshire that:

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than five dwelling units;

the following provisions apply:

1. Paragraphs b. and c. of the **Cancellation** Condition are replaced by the following:

- b. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or physically deliver our notice to your last mailing address known to us.

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

g. If this Policy has been in effect for 90 days or more or 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) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under the Policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this Policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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

**11. Nonrenewal**

a. We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- (1) 10 days before the expiration date of the Policy if we refuse to renew for nonpayment of premium; or
- (2) 45 days before the expiration date of the Policy if we refuse to renew for any other reason.

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

E. The following are added to the **Other Insurance** Condition:

d. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Policy, is limited to the amount shown in the Schedule.

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- e. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Policy will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

### FARM EXCESS LIABILITY POLICY

A. Paragraphs **b.** and **c.** of Condition **15. Cancellation** under **Section III – Conditions** are replaced by the following:

**b.(1)** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(a)** 10 days before the effective date of cancellation if:

**(i)** We cancel for nonpayment of premium;

**(ii)** We cancel for substantial increase in hazard; or

**(iii)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(b)** 60 days before the effective date of cancellation if Paragraph **b.(1)(a)** of this endorsement does not apply.

**(2)** 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 only for one or more of the following reasons:

**(a)** Nonpayment of premium;

**(b)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or

**(c)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

**c.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**(1)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or

**(2)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **c.(1)** or **c.(2)** will be sufficient proof of notice.

**B.** Paragraph **f.** of Condition **15. Cancellation** under **Section III – Conditions** is deleted.

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

#### **Nonrenewal**

**1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

**(a)** We have indicated a willingness to renew;

**(b)** We refuse to renew due to nonpayment of premium;

**(c)** You do not pay any advance premium required by us for renewal; or

**(d)** Any property covered in this Policy is insured under any other insurance policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION CRIME POLICY FOR FINANCE COMPANIES  
FINANCIAL INSTITUTION CRIME POLICY FOR INSURANCE COMPANIES  
FINANCIAL INSTITUTION CRIME POLICY FOR MORTGAGE BANKERS  
FINANCIAL INSTITUTION CRIME POLICY FOR SECURITIES BROKERS AND DEALERS

A. Paragraphs **a.(2)** and **a.(3)** of the **Policy Cancellation Or Termination** Condition are replaced by the following:

(2)(a) We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(i) 10 days before the effective date of cancellation, if:

i. We cancel for nonpayment of premium;

ii. We cancel for substantial increase in hazard; or

iii. This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

(ii) 60 days before the effective date of cancellation, if Paragraph **(2)(a)(i)** of this endorsement does not apply.

(b) 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 only for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder or violation of any of the terms or conditions of the policy; or

(iii) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

(3) We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

(a) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

(b) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **(3)(a)** or **(3)(b)** will be sufficient proof of notice.

B. Paragraph **a.(6)** of the **Policy Cancellation Or Termination** Condition is deleted.

- C. The following condition is added to Section E. **Conditions** and supersedes any other provisions to the contrary:

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

- D. The **Representations** Condition in the policy and the Representation paragraph in the application are replaced by the following:

**Representations**

1. You represent that all information and statements contained in the application for this policy are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and shall constitute a part of this policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **FINANCIAL INSTITUTION CRIME POLICY FOR INVESTMENT COMPANIES**

**A. The following is added to Paragraph a.(2) of the Policy Cancellation Or Termination Condition:**

**(c) Cancellation Of Policies In Effect**

**(i) 60 Days Or Less**

We may cancel this policy by mailing or physically delivering to you, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., written notice of cancellation, stating the reasons for cancellation, at least 60 days before the effective date of cancellation.

**(ii) 60 Days Or More**

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

- i. Nonpayment of premium;
- ii. Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
- iii. A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

(iii) We will mail or physically deliver our notice to you, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C. If notice is mailed, it will be by:

- i. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- ii. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed will be sufficient proof of notice.

**B. Paragraph a.(5) of the Policy Cancellation Or Termination Condition is deleted.**

**C. The following condition is added to Section E. Conditions and supersedes any other provisions to the contrary:**

**Nonrenewal**

If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal to you, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., at least 60 days prior to the expiration of the policy or its anniversary date if it is a policy written for a term of more than one year.

**D. The Representations Condition in the policy and the Representation paragraph in the application are replaced by the following:**

**Representations**

1. You represent that all information and statements contained in the application for this policy are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and constitute a part of this policy.



**2. Any intentional:**

- a. Misrepresentation;**
- b. Omission;**
- c. Concealment; or**
- d. Misstatement of a material fact;**

in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

### FINANCIAL INSTITUTION CRIME POLICY FOR CREDIT UNIONS

A. Paragraphs **a.(2)** and **a.(3)** of the **Policy Cancellation Or Termination** Condition are replaced by the following:

(2)(a) We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(i) 10 days before the effective date of cancellation if:

i. We cancel for nonpayment of premium;

ii. We cancel for substantial increase in hazard; or

iii This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

(ii) 60 days before the effective date of cancellation if Paragraph (2)(a)(i) of this endorsement does not apply.

(b) 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 only for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

(iii) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

(3) We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

(a) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

(b) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph (3)(a) or (3)(b) will be sufficient proof of notice.

B. Paragraph **a.(6)** of the **Policy Cancellation Or Termination** Condition is deleted.

C. The following condition is added to Section **E. Conditions** and supersedes any other provisions to the contrary:

#### Nonrenewal

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

a. We have indicated a willingness to renew;

b. We refuse to renew due to nonpayment of premium;

c. You do not pay any advance premium required by us for renewal; or

d. Any property covered in this policy is insured under any other insurance policy.

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

4. We will provide written notice of nonrenewal to the first Named Insured's state or federal supervisory authority, including the National Credit Union Administration, when required.

- D. The **Representations** Condition in the policy and the Representation paragraph in the application are replaced by the following:

**Representations**

1. You represent that all information and statements contained in the application for this policy are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and shall constitute a part of this policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND – BANKS AND SAVINGS INSTITUTIONS (AGGREGATE AND NONAGGREGATE FORMS)

- A. The **Representations** General Agreement in the Bond and the **Representation** paragraph in the application are replaced by the following:**

**Representations**

1. The Insured represents that all information and statements contained in the application for this Bond are true, accurate and complete. All such information and statements are the basis for the Company issuing this Bond and shall be considered as incorporated into and shall constitute a part of this Bond.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;

in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

- B. Paragraphs 1.b. and 1.c. of the **Cancellation Or Termination** Condition are replaced by the following:**

- b. The Company may cancel this Bond by mailing or physically delivering to the Insured written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:

- (a) The Company cancels for nonpayment of premium;

- (b) The Company cancels for substantial increase in hazard; or

- (c) This is a new bond and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph b.(1) of this endorsement does not apply.

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

- (1) Nonpayment of premium;

- (2) Fraud or material misrepresentation affecting the Bond or in the presentation of a claim thereunder or violation of any of the terms or conditions of the Bond; or

- (3) ~~A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

- c. The Company will mail or physically deliver our notice to the Insured's last mailing address known to the Company. If notice is mailed, it will be by:

- (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph c.(1) or c.(2) will be sufficient proof of notice.

C. Paragraph 1.f. of the **Cancellation Or Termination** Condition is deleted.

D. The following condition is added to Section **VI. Conditions** and supersedes any other provisions to the contrary:

**Nonrenewal**

1. If the Company elects not to renew this Bond, the Company will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the Insured's last mailing address known to the Company at least 60 days prior to the expiration of the Bond or its anniversary date if it is a bond written for a term of more than one year.
2. However, the Company need not mail or physically deliver this notice if:
  - a. The Company has indicated a willingness to renew;
  - b. The Company refused to renew due to nonpayment of premium;
  - c. The Insured does not pay any advance premium required by the Company for renewal; or
  - d. Any property covered in this Bond is insured under any other insurance bond.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION COMPUTER CRIME POLICY  
FINANCIAL INSTITUTION KIDNAP AND RANSOM POLICY

- A.** The **Representations** General Agreement in the Policy and the **Representation** paragraph in the application are replaced by the following:

**Representations**

1. The Insured represents that all information and statements contained in the application for this Policy are true, accurate and complete. All such information and statements are the basis for the Company issuing this Policy and shall be considered as incorporated into and shall constitute a part of this Policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;

in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

- B.** Paragraphs **1.b.** and **1.c.** of the **Cancellation Or Termination** Condition are replaced by the following:

- b.** The Company may cancel this Policy by mailing or physically delivering to the Insured written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:

- (a) The Company cancels for nonpayment of premium;

- (b) The Company cancels for substantial increase in hazard; or

- (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph **b.(1)** of this endorsement does not apply.

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

- (1) Nonpayment of premium;

- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder or violation of any of the terms or conditions of the Policy; or

- (3) ~~A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

- c.** The Company will mail or physically deliver our notice to the Insured's last mailing address known to the Company. If notice is mailed, it will be by:

- (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **c.(1)** or **c.(2)** will be sufficient proof of notice.

C. Paragraph 1.f. of the **Cancellation Or Termination** Condition is deleted.

D. The following condition is added to Section **VI. Conditions** and supersedes any other provisions to the contrary:

**Nonrenewal**

1. If the Company elects not to renew this Policy, the Company will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the Insured's last mailing address known to the Company at least 60 days prior to the expiration of the Policy or its anniversary date if it is a policy written for a term of more than one year.
2. However, the Company need not mail or physically deliver this notice if:
  - a. The Company has indicated a willingness to renew;
  - b. The Company refused to renew due to nonpayment of premium;
  - c. The Insured does not pay any advance premium required by the Company for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

### FARM COVERAGE PART

#### SCHEDULE (For Paragraph E.1.)

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **D.** of this endorsement applies.

#### 2. Notice Of Cancellation

**a.** We may cancel this Policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

**(1)** 10 days before the effective date of cancellation if:

**(a)** We cancel for nonpayment of premium;

**(b)** We cancel for substantial increase in hazard; or

**(c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.

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

**(1)** Nonpayment of premium;

**(2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim under the Policy, or violation of any of its terms or conditions; or

**(3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after approval by the commissioner.~~

**3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**a.** Ordinary mail for which a certificate of mailing has been obtained or by certified mail, if cancellation is for nonpayment of premium; or

**b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

**B.** Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

**C.** The following is added:

#### Nonrenewal

**1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days before the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:



- a. We have manifested our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. Provisions a., b. and c. below apply only if this Policy covers any building or structure located in New Hampshire that:
- 1. Is used only for residential purposes;
  - 2. Is owner-occupied; and
  - 3. Consists of no more than four dwelling units;
- a. If this Policy has been in effect for 89 days or less, or if it is not a renewal of a policy we issued, Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:
    - 2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
      - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
      - b. 45 days before the effective date of cancellation, if we cancel for any other reason.
    - 3. We will mail or physically deliver our notice to your last mailing address known to us.
  - b. If this Policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
    - 2. We may cancel this Policy only for one or more of the reasons listed in c. below, and then only if we mail or physically deliver to you a written notice of cancellation, stating the reason for cancellation, at least:
      - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
      - b. 45 days before the effective date of cancellation, if we cancel for any of the reasons numbered (2) through (5) under c. below.

c. The reasons for which we may cancel are:

- (1) Nonpayment of premium;
- (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under the Policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing risk of loss; or
- (5) Physical changes in the Covered Property that make property uninsurable.

c. The following is added:

#### **Nonrenewal**

We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- a. 10 days before the expiration date or anniversary date of the Policy if we refuse to renew for nonpayment of premium; or
- b. 45 days before the expiration date or anniversary date of the Policy if we refuse to renew for any other reason.

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

E. The following are added:

#### **1. Other Insurance On Buildings**

- a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is the amount shown in the Schedule.
- b. If your total insurance on any building exceeds the amount shown for it in the Schedule, insurance under this Coverage Part will be automatically suspended for that building. Suspension will take effect regardless of whether you can collect on the other insurance.

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## 2. Policy Value

### New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraphs a. and b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph a. of this section shall not apply.

### F. The **Intentional Loss** Exclusion in the:

1. Causes Of Loss Form – Farm Property;
2. Livestock Coverage Form; and
3. Mobile Agriculture Machinery And Equipment Coverage Form

is replaced by the following:

#### **Intentional Loss**

We will not pay for loss ("loss") or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss ("loss"). In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").

This exclusion does not apply, with respect to loss ("loss") to covered property caused by fire, to an "insured", who does not commit or conspire to commit, any act that results in loss ("loss") by fire. We cover such "insured" only to the extent of that "insured's" legal interest, but not exceeding the applicable limit of insurance.

We may apply reasonable standards of proof to claims for such loss ("loss").

### G. If this Policy includes the Farm Liability Coverage Form:

1. The **Bodily Injury To An Insured** Exclusion, 2.q., of **Coverage H – Bodily Injury And Property Damage Liability**; and
2. The **Personal Injury To An Insured** Exclusion, 2.b.(3) of **Coverage I – Personal And Advertising Injury Liability**;

do not apply.

### H. In the Farm Liability Coverage Form, Exclusion 2.e. of **Section I – Coverage H – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **e. Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle**

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft, "motor vehicle", motorized bicycle or tricycle.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to:

- (a) An aircraft that causes "bodily injury" or "property damage" to a "residence employee" who is not operating or maintaining it;
- (b) Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by or rented or loaned to you or the "insured";

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- (c) A "motor vehicle" not subject to motor vehicle registration:
  - (i) By reason of its exclusive use as a device for assisting the handicapped; or
  - (ii) Designed for recreational use off public roads and not owned by any "insured";
- (d) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or
  - (ii) The operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section IV); or
  - (iii) Any tractor with a farm tractor registration.
- I. In the Farm Liability Coverage Form, the following exclusions only apply if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" results from an "insured's" "farming" or "business" activities.
  - 1. Exclusion 2.c. **Pollution** of Section I – **Coverages, Coverage H – Bodily Injury And Property Damage Liability** which also applies to Coverage J; and
  - 2. Exclusions 2.a.(6) **Pollution** and 2.d. **Pollution-Related Loss, Cost Or Expense** of Section I – **Coverages, Coverage I – Personal And Advertising Injury Liability**.
- J. In the Farm Liability Coverage Form, Definitions 15. "Mobile equipment" and 16. "Motor Vehicle" of Section IV – Definitions are replaced by the following:
  - 15. "Mobile equipment" means the following, including any attached machinery or equipment:
    - a. Bulldozers, forklifts and tractors designed for use principally off public roads;
 

Other farm machinery designed for use:

      - (1) Principally off public roads; and
      - (2) As implements for cultivating or harvesting;
    - b. Vehicles while on premises you own or rent;
  - c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in Paragraph a., b., c. or d. above that are maintained primarily for purposes other than the transportation of persons or cargo.
 

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "motor vehicles":

    - (1) Equipment designed primarily for:
      - (a) Road maintenance, but not construction or resurfacing; or
      - (b) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "motor vehicles".

**16. "Motor Vehicle"**

a. As used in this Coverage Form, the term "motor vehicle" means:

- (1) A motorized land vehicle, trailer or semitrailer:
  - (a) Designed for travel on public roads; or
  - (b) Used on public roads; unless it qualifies as "mobile equipment";
- (2) Any machinery or equipment attached to a vehicle, trailer or semitrailer included in Paragraph (1) above;
- (3) Any motorized golf cart, except a golf cart described in Paragraph b.(3) below, snowmobile or other motorized land vehicle owned by an "insured" and designed for recreational use off public roads, while off an "insured location";
- (4) Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged;
- (5) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraph (1), (2), (3) or (4) above.

b. But "motor vehicle" does not mean:

- (1) "Mobile equipment";
- (2) A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in Paragraph a.(1) above; or
- (3) A motorized golf cart owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground, and that at the time of an "occurrence", is within the legal boundaries of:
  - (a) A golfing facility, and is parked or stored there or is being used by an "insured" to:
    - (i) Play the game of golf, or for other recreational or leisure activity allowed by the facility;

- (ii) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (iii) Cross public roads at designated points to gain access to other parts of the golfing facility; or

- (b) A private residential community, including its public roads upon which a motorized golf cart can legally travel, that is subject to the authority of a property owners' association and contains an "insured's" "residence premises".

K. In the Farm Liability Coverage Form, Additional Condition **2. Representations** of **Section III – Farm Liability Conditions** is replaced by the following:

**2. Representations**

a. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

b. Any intentional:

- (1) Misrepresentation;
- (2) Omission;
- (3) Concealment; or
- (4) Misstatement of a material fact;

in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **HOME HEALTHCARE COVERAGE PART**

- A. Paragraph 4.e. of Aircraft, Auto Or Watercraft** under Paragraph **A. Applicable To Coverage A – General Liability** under **Section II – Exclusions** is replaced by the following:

This exclusion does not apply to:

- e.** "Bodily injury" or "property damage" arising out of:

- (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or

- (b)** Any tractor with a farm tractor registration.

- B. Paragraphs 1.2. and 1.3. of the Cancellation Condition** under **Section V – Conditions** are replaced by the following:

#### **2. Notice Of And Reasons For Cancellation**

- a.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if:

- (a)** We cancel for nonpayment of premium;

- (b)** We cancel for substantial increase in hazard; or

- (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2)** 60 days before the effective date of cancellation if Paragraph **B.2.a.(1)** of this endorsement does not apply.

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

- (1)** Nonpayment of premium;

- (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or

- (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or

- b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **B.3.a.** or **B.3.b.** of this endorsement will be sufficient proof of notice.

- C. Paragraph 6. of the Cancellation Condition** under **Section V – Conditions** does not apply.

- D. Paragraph 1. Representations of D. Representations And Severability Of The Application** under **Section V – Conditions** is replaced by the following:

#### **1. Representations**

- a.** You represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

- b.** Any intentional:

- (1)** Misrepresentation;

- (2)** Omission;

- (3)** Concealment; or

- (4)** Misstatement of a material fact;

in the Declarations, "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

E. Paragraph **G.** under **Section V – Conditions** is replaced by the following:

**G. When We Do Not Renew**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Paragraphs **C.** and **N.** under **Section VI – Definitions** are replaced by the following:

**C. "Auto" means:**

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**N. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- a. Power cranes, shovels, loaders, diggers or drills; or
- b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

**a. Equipment designed primarily for:**

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY**

**A. The following is added to Exclusion B.15. Insured Versus Insured of Section I – Insurance Agents And Brokers Professional Liability Coverage:**

This exclusion shall not apply to "claims" between an "insured" and any "family member" who is also an "insured".

**B. Paragraph H. of Section VI – Conditions is replaced by the following:**

**H. Representations**

1. You represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the Declarations and "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

**C. Paragraphs 2. and 3. under K. Cancellation of Section VI – Conditions are replaced by the following:**

**2. Notice Of And Reasons For Cancellation**

- a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if:
    - (a) We cancel for nonpayment of premium;
    - (b) We cancel for substantial increase in hazard; or
    - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

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

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or
- (3) A change in the risk that substantially increases a hazard insured against after the insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph C.3.a. or C.3.b. of this endorsement will be sufficient proof of notice.

**D. Paragraph 6. under K. Cancellation of Section VI – Conditions is deleted.**

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



**L. When We Do Not Renew**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Paragraph **B.1.** of **Section VII – Extended Reporting Period** is replaced by the following:

**B.** An Additional Extended Reporting Period is available from us if:

1. This Policy is cancelled or not renewed for any reason.

G. The following is added to **Section VIII – Definitions**:

"Family member" means a person related to an "insured" person by blood, marriage or adoption, who is a resident of an "insured" person's household. This includes a ward or foster child.

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

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

**A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

**2.a.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(1)** 10 days before the effective date of cancellation if:

- (a)** We cancel for nonpayment of premium;
- (b)** We cancel for substantial increase in hazard; or
- (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.

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

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or

**(3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

**3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

**B.** Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

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

**Nonrenewal**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

- ~~(a.)~~ We have indicated a willingness to renew;
- ~~(b.)~~ We refuse to renew due to nonpayment of premium;
- ~~(c.)~~ You do not pay any advance premium required by us for renewal; or
- ~~(d.)~~ Any property covered in this Policy is insured under any other insurance policy.

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

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **LAWYERS PROFESSIONAL LIABILITY POLICY**

**A. Paragraph H. of Section VI – Conditions** is replaced by the following:

#### **H. Representations**

1. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

**B. Paragraphs L.2. and L.3. of Section VI – Conditions** are replaced by the following:

#### **L. Cancellation**

##### **2. Notice Of And Reasons For Cancellation**

- a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if:
    - (a) We cancel for nonpayment of premium;
    - (b) We cancel for substantial increase in hazard; or
    - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

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

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

**C. Paragraph L.6. of Section VI – Conditions** is deleted.

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

#### **M. When We Do Not Renew**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;

- b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
- E. Paragraphs **P.2.**, **P.3.** and **P.4.** of **Section VI – Conditions** are replaced by the following:
- P. Premium Audit**
- 2. This Policy is auditable only if shown as auditable in the Declarations.
  - 3. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first "named insured". The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the "policy period" is greater than the earned premium, we will return the excess to the first "named insured".

- 4. The first "named insured" must keep records of the information we need for premium computation and send us copies at such times as we may request.
- F. Paragraph **B.1.** of **Section VII – Extended Reporting Period** is replaced by the following:
- B.** An Additional Extended Reporting Period is available from us if:
- 1. This Policy is cancelled or not renewed for any reason.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **MISCELLANEOUS PROFESSIONAL LIABILITY POLICY**

**A. The following is added to Exclusion N. Insured Versus Insured of Section VIII – Exclusions:**

This exclusion shall not apply to "claims" between an "insured" and any "family member" who is also an "insured".

**B. Paragraphs b. and c. of 1. Cancellation under C. Cancellation And Nonrenewal of Section IX – Conditions are replaced by the following:**

**b. Notice Of And Reasons For Cancellation**

(1) "We" may cancel this Policy by mailing or physically delivering to the "named insured" written notice of cancellation, stating the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if:

(i) We cancel for nonpayment of premium;

(ii) We cancel for substantial increase in hazard; or

(iii) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

(b) 60 days before the effective date of cancellation if Paragraph b.(1)(a) of this endorsement does not apply.

(2) 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 only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or

(c) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

c. "We" will mail or physically deliver "our" notice to the "named insured's" last mailing address known to "us". If notice is mailed, it will be by:

(1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or

(2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph B.c.(1) or B.c.(2) of this endorsement will be sufficient proof of notice.

**C. Paragraph f. of 1. Cancellation under C. Cancellation And Nonrenewal of Section IX – Conditions is deleted.**

**D. Paragraph 2. Nonrenewal under C. Cancellation And Nonrenewal of Section IX – Conditions is replaced by the following:**

**2. Nonrenewal**

a. If "we" elect not to renew this Policy, "we" will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the "named insured's" last mailing address known to "us" at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.



- b. However, "we" need not mail or physically deliver this notice if:
  - (1) "We" have indicated a willingness to renew;
  - (2) "We" refuse to renew due to nonpayment of premium;
  - (3) The "named insured" does not pay any advance premium required by "us" for renewal; or
  - (4) Any property covered in this Policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

**E. Paragraph 1. Representations under I. Representations And Severability Of The Application of Section IX – Conditions is replaced by the following:**

**1. Representations**

- a. "You" represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for "our" issuing this Policy.
- b. Any intentional:
  - (1) Misrepresentation;
  - (2) Omission;
  - (3) Concealment; or
  - (4) Misstatement of a material fact;in the Declarations and "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

**F. Paragraph A. Extended Reporting Periods of Section X – Extended Reporting Periods And Run-Off Coverage Period is replaced by the following:**

**A. Extended Reporting Periods**

This Policy provides a Basic Extended Reporting Period without an additional charge that starts at the end of the "policy period" and lasts for 60 days if this Policy is cancelled for any reason, or not renewed by "us" or the "named insured".

The "named insured" will have the right to purchase an Additional Extended Reporting Period for the period of time and at the percentage of the expiring premium as stated in the Declarations if this Policy is cancelled for any reason, or not renewed by "us" or the "named insured". If the Additional Extended Reporting Period is purchased, it will start when the Basic Extended Reporting Period ends.

The Basic or Additional Extended Reporting Period will apply only to "claims" that:

- 1. Are first made against "you" and reported to "us" during the applicable Extended Reporting Period; and
- 2. Arise from "wrongful acts" occurring on or after the Retroactive Date shown in the Declarations, but prior to the expiration date of the "policy period".

**G. The following is added to Section XI – Definitions:**

"Family member" means a person related to an "insured" person by blood, marriage or adoption, who is a resident of an "insured" person's household. This includes a ward or foster child.

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

## **NEW HAMPSHIRE CHANGES**

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

- A.** The following is added to Exclusion **A.6. Insured Versus Insured** of **Section IV – Exclusions** of the Private Company Directors And Officers Liability Coverage Form:

This exclusion shall not apply to "claims" between an "insured" and any "family member" who is also an "insured".

- B.** The following is added to **Section V – Definitions** of the Private Company Directors And Officers Liability Coverage Form:

"Family member" means a person related to an "insured" person by blood, marriage or adoption, who is a resident of an "insured" person's household. This includes a ward or foster child.

- C.** Paragraphs **b.** and **c.** of **1. Cancellation** under **D. Cancellation And Nonrenewal** of **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions are replaced by the following:

**b. Notice Of And Reasons For Cancellation**

- (1)** We may cancel this Policy by mailing or physically delivering to the "named insured" written notice of cancellation, stating the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if:

**(i)** We cancel for nonpayment of premium;

**(ii)** We cancel for substantial increase in hazard; or

**(iii)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (b)** 60 days before the effective date of cancellation if Paragraph **C.b.(1)(a)** of this endorsement does not apply.

- (2)** 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 only for one or more of the following reasons:

- (a)** Nonpayment of premium;

**(b)** Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or

**(c)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

- c.** We will mail or physically deliver our notice to the "named insured's" last mailing address known to us. If notice is mailed, it will be by:

- (1)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or

- (2)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **C.c.(1)** or **C.c.(2)** of this endorsement will be sufficient proof of notice.

- D.** Paragraph **f.** of **1. Cancellation** under **D. Cancellation And Nonrenewal** of **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions is deleted.

E. Paragraph **2. Nonrenewal** under **D. Cancellation And 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 not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the "named insured's" last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
  - (1) We have indicated a willingness to renew;
  - (2) We refuse to renew due to nonpayment of premium;
  - (3) The "named insured" does not pay any advance premium required by us for renewal; or
  - (4) Any property covered in this Policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Paragraph **1. Representations** under **M. Representations And Severability Of The Application** of **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions is replaced by the following:

**1. Representations**

- a. "You" represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
- b. Any intentional:
  - (1) Misrepresentation;
  - (2) Omission;
  - (3) Concealment; or
  - (4) Misstatement of a material fact;in the Declarations and "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

G. Paragraph **A. Extended Reporting Periods** of **Section VIII – Extended Reporting Periods And Run-Off Coverage Period** of the Liability Coverage Parts Common Policy Terms And Conditions is replaced by the following:

**A. Extended Reporting Periods**

Each Liability Coverage Part provides a Basic Extended Reporting Period without an additional charge that starts at the end of the "policy period" and lasts for 60 days if this Policy is cancelled for any reason, or not renewed by us or the "named insured".

For Each Liability Coverage Part, the "named insured" will have the right to purchase an Additional Extended Reporting Period for the period of time and at the percentage of the expiring premium as stated in the Declarations if this Policy is cancelled for any reason, or not renewed by us or the "named insured". If the Additional Extended Reporting Period is purchased, it will start when the Basic Extended Reporting Period ends.

The Basic or Additional Extended Reporting Period will apply only to "claims" that:

- 1. Are first made against "you" and reported to us during the applicable Extended Reporting Period; and
- 2. Arise from "wrongful acts" occurring prior to the expiration date of the "policy period".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW HAMPSHIRE 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. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**
- 2.a.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if:
    - (a) We cancel for nonpayment of premium;
    - (b) We cancel for substantial increase in hazard; or
    - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.
- b.** 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 only for one or more of the following reasons:
- (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
  - (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
  - b. Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.
- B.** Paragraph 6. of the Cancellation Common Policy Condition is deleted.
- C.** The following is added and supersedes any provision to the contrary:
- Nonrenewal**
1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
  2. However, we need not mail or physically deliver this notice if:
    - a. We have indicated a willingness to renew;
    - b. We refuse to renew due to nonpayment of premium; or
    - c. You do not pay any advance premium required by us for renewal.
  3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

### SCHEDULE

Location Number	Building Number	Total Limit Of Insurance Permitted On The Building
		\$
		\$
		\$
		\$
		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A.** The following provisions apply except when Paragraph **C.** of this endorsement applies:

1. Paragraphs **2.** and **3.** of the **Cancellation Common Policy Conditions** are replaced by the following:

**2.a.** We may cancel this policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2) 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.

**b.** 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) Fraud or material misrepresentation affecting the policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the policy; or

(3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

**3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with **3.a.** or **3.b.** will be sufficient proof of notice.

**2.** Paragraph **6.** of the **Cancellation Common Policy Conditions** is deleted.

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

**Nonrenewal**

- a. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
  - (1) We manifest our willingness to renew;
  - (2) We refuse to renew due to nonpayment of premium;
  - (3) You do not pay any advance premium required by us for renewal; or
  - (4) The property covered in this policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. The following are added:**

**1. Other Insurance On Buildings**

- a. You are permitted to have other insurance that covers buildings at the "covered location". The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is limited to the amount shown in the Schedule.
- b. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Coverage Part will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

**2. Policy Value**

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such buildings are insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.

- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraphs a. and b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph a. of this section shall not apply.

- C. If this policy covers buildings or structures located in New Hampshire that:

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than five dwelling units;

the following provisions apply:

1. Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following and supersede any provisions to the contrary:

2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

2. The following is added to the **Cancellation Common Policy Conditions**:

7. If this policy:

- a. Has been in effect for 90 days or more; or
- b. 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) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this policy;

- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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

**Nonrenewal**

We may elect not to renew this policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- a. 10 days before the expiration date of the policy if we refuse to renew for nonpayment of premium; or

- b. 45 days before the expiration date of the policy if we refuse to renew for any other reason.

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

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

**Intentional Loss**

We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

This exclusion does not apply, with respect to loss or damage to Covered Property caused by a Covered Cause of Loss, to an insured, who does not commit or conspire to commit, any act that results in loss by a Covered Cause of Loss. We cover such insured only to the extent of that insured's legal interest, but not exceeding the applicable limit of insurance.

We may apply reasonable standards of proof to claims for such loss or damage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY**

**A. The following is added to Exclusion B.15. Insured Versus Insured of Section I – Real Estate Agents And Brokers Professional Liability Coverage:**

This exclusion shall not apply to "claims" between an "insured" and any "family member" who is also an "insured".

**B. Paragraph H. of Section VI – Conditions is replaced by the following:**

**H. Representations**

1. You represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the Declarations, "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

**C. Paragraphs 2. and 3. under K. Cancellation of Section VI – Conditions are replaced by the following:**

**2. Notice Of And Reasons For Cancellation**

- a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

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

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed. ~~Substantial increase in hazard, provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.~~

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph B.3.a. or B.3.b. of this endorsement will be sufficient proof of notice.

**D. Paragraph 6. under K. Cancellation of Section VI – Conditions is deleted.**

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



**L. When We Do Not Renew**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Paragraph **B.1.** of **Section VII – Extended Reporting Period** is replaced by the following:

**B.** An Additional Extended Reporting Period is available from us if:

1. This Policy is cancelled or not renewed for any reason.

G. The following is added to **Section VIII – Definitions**:

"Family member" means a person related to an "insured" person by blood, marriage or adoption who is a resident of an "insured" person's household. This includes a ward or foster child.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

### SCHEDULE

Location Number	Building Number	Total Limit Of Insurance Permitted On The Building
		\$
		\$
		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

1. Intentionally concealed or misrepresented a material fact;
  2. Engaged in fraudulent conduct; or
  3. Made a false statement;
- relating to this insurance.

**B. The following provisions apply except when Paragraph E. of this endorsement applies:**

Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following:

- 2.a.** We may cancel this policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

- b. 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) Fraud or material misrepresentation affecting the policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

C. Paragraph 6. of the **Cancellation Common Policy Conditions** is deleted.

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

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. The property covered in this policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. If this policy covers buildings or structures located in New Hampshire that:

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than five "dwelling" units;

the following provisions apply:

1. Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following and supersede any provisions to the contrary:
  2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 45 days before the effective date of cancellation if we cancel for any other reason.
  3. We will mail or physically deliver our notice to your last mailing address known to us.
2. The following is added to the **Cancellation Common Policy Conditions**:
  7. If this policy:
    - a. Has been in effect for 90 days or more; or

b. 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) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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

**Nonrenewal**

We may elect not to renew this policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- a. 10 days before the expiration date of the policy if we refuse to renew for nonpayment of premium; or
- b. 45 days before the expiration date of the policy if we refuse to renew for any other reason.

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

F. The following are added:

**1. Other Insurance On Buildings**

- a. You are permitted to have other insurance that covers buildings at the "covered location". The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is limited to the amount shown in the Schedule.

- b. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Coverage Part will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

## 2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such buildings are insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.

- c. Nothing contained in Paragraphs **a.** and **b.** of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.

- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph **a.** of this section shall not apply.

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

### **Intentional Loss**

We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss. This exclusion does not apply, with respect to loss or damage to Covered Property caused by a Covered Cause of Loss, to an insured, who does not commit or conspire to commit, any act that results in loss by a Covered Cause of Loss. We cover such insured only to the extent of that insured's legal interest, but not exceeding the applicable limit of insurance.

We may apply reasonable standards of proof to claims for such loss or damage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
INFORMATION SECURITY PROTECTION ENDORSEMENT

### **SCHEDULE**

<b>Premises Number</b>	<b>Building Number</b>	<b>Total Limit Of Insurance Permitted On The Building</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. The following are added to **Section I – Property:****

**1. Other Insurance On Buildings**

- a.** You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Property Limit of Insurance for this Policy, is limited to the amount shown in the Schedule or in the Declarations as applicable to this Endorsement.

**b. Buildings Insured For A Specified Amount**

If there is other insurance that covers buildings insured for a specified amount at the premises described in the Declarations, the following applies with respect to loss or damage to buildings and supersedes any provision to the contrary:

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, subject to the following:

- (1)** If a covered building insured for a specified amount is totally destroyed by fire or lightning, we will not pay more than the least of the following:
- (a)** The Limit Of Insurance shown in the Declarations applicable to such building; or

- (b)** The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance; and

- (2)** If a covered building insured for a specified amount is:

- (a)** Partially destroyed by fire or lightning; or
- (b)** Totally or partially destroyed by any covered cause of loss other than fire or lightning;

then we will not pay more than the least of the following:

- (i)** The Limit Of Insurance shown in the Declarations applicable to such building;
- (ii)** The difference between the actual loss sustained and the amount due from that other insurance; or
- (iii)** The difference between the Total Limit Of Insurance Permitted On The Building shown in the Schedule and the amount due from that other insurance.

## 2. Policy Value

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

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

1. If Endorsement **BP 15 11** or **BP 15 12** is attached to the Policy, Paragraph **A.g.(2)(e)** of Endorsement **BP 15 11** or **BP 15 12**, whichever is attached, is replaced by the following:
  - (e) "Bodily injury" or "property damage" arising out of:
    - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
    - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
    - (iii) Any tractor with a farm tractor registration.

2. If Paragraph **B.1.** of this endorsement does not apply, Paragraph **1.g.(5)** under Paragraph **B. Exclusions** is replaced by the following:

- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (c) Any tractor with a farm tractor registration.

3. The definition of "auto" in Paragraph **F.2. Liability And Medical Expenses Definitions** is replaced by the following:

### 2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. If Endorsement **BP 07 76** or **BP 07 79** is attached to the Policy, Paragraph **B.3.2.** of this Endorsement does not apply with respect to the coverage provided by Endorsement **BP 07 76** or **BP 07 79**.
5. The definition of "mobile equipment" in Paragraph **F.12. Liability And Medical Expenses Definitions** is replaced by the following:
  12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

**C. Paragraph C. Concealment, Misrepresentation Or Fraud in Section III – Common Policy Conditions is replaced by the following:**

**C. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

- 1. Intentionally concealed or misrepresented a material fact;
  - 2. Engaged in fraudulent conduct; or
  - 3. Made a false statement;
- relating to this insurance.

**D. The following provisions apply except when Paragraph G. of this Endorsement applies:**

Paragraphs A.2. and A.3. Cancellation in Section III – Common Policy Conditions are replaced by the following:

- 2.a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of the cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this Endorsement does not apply.

- b. 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) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.



3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

E. Paragraph A.6. **Cancellation** of **Section III – Common Policy Conditions** is deleted.

F. The following paragraph is added to **Section III – Common Policy Conditions** and supersedes any provision to the contrary, except as provided in Paragraph G.:

**M. Nonrenewal**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. If this Policy covers buildings or structures located in New Hampshire that:

1. Are used only for residential purposes;
2. Are owner-occupied; and
3. Contain one- to four-dwelling units;

the following provisions apply:

1. Paragraphs A.2. and A.3. **Cancellation** in **Section III – Common Policy Conditions** are replaced by the following:

2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

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

1. If this Policy:

a. Has been in effect for 90 days or more; or

b. Is a renewal of a policy we issued:

We will cancel this Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this Policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation. Unless cancellation is for nonpayment of premium, we may cancel this Policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

3. The following is added to **Section III – Common Policy Conditions:**

**M. Nonrenewal**

We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

1. 10 days before the expiration date of the Policy if we refuse to renew for nonpayment of premium; or
2. 45 days before the expiration date of the Policy if we refuse to renew for any other reason.

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

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

Paragraph **N. Extended Reporting Periods** is replaced by the following:

**N. Extended Reporting Periods**

For the purposes of the coverage provided by this Endorsement under Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**, the following are added to Paragraph **E. Liability And Medical Expenses General Conditions** of **Section II – Liability**:

**1. Basic Extended Reporting Period**

- a.** A Basic Extended Reporting Period is automatically provided without additional charge if:

- (1) This Endorsement is cancelled or not renewed by either us or you for any reason; or
- (2) We renew or replace this Endorsement with insurance that:

- (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or

- (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Basic Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.

- b.** The Basic Extended Reporting Period starts with the end of the "policy period" and lasts for 60 days. A "claim" received and reported by the insured during this 60-day period will be considered to have been received within the "policy period". However, the 60-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the insured, or that would be covered but for exhaustion of the Aggregate Limit of Insurance applicable to such "claims".

- c.** The Basic Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:

- (1) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and
- (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".

**2. Supplemental Extended Reporting Period**

- a.** You will have the right to purchase a Supplemental Extended Reporting Period from us if:
- (1) This Endorsement is cancelled or not renewed for any reason; or

- (2) We renew or replace this Endorsement with insurance that:
- (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or
  - (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.
- b. A Supplemental Extended Reporting Period, as specified in Paragraph **a.**, lasts one year and is available only for an additional premium.
  - c. The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph **1.** It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
    - (1) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
    - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".
  - d. You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first.
  - e. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full along with any premium or deductible you owe us for coverage provided under this Endorsement within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.
  - f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
    - (1) The exposures insured;
    - (2) Previous types and amounts of insurance;
    - (3) Limit of Insurance available under this Endorsement for future payment of damages; and
    - (4) Other related factors.

The additional premium may not exceed 200% of the annual premium for this Endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.
- 3. Basic And Supplemental Extended Reporting Period Limits**
- a. Basic Extended Reporting Period Limit**

There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period. The Limit of Insurance available during the Basic Extended Reporting Period shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the "policy period".
  - b. Supplemental Extended Reporting Period Limit**

There is no separate or additional Aggregate Limit of Insurance for the Supplemental Extended Reporting Period. The Limit of Insurance available during the Supplemental Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the Basic Extended Reporting Period.

I. Paragraph 2. of Condition J. **Premium Audit** of **Section III – Common Policy Conditions** is replaced by the following:

2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph 2., Paragraph D. **Examination Of Your Books And Records** in **Section III – Common Policy Conditions** continues to apply.

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

## **NEW HAMPSHIRE CHANGES – MICRO-BUSINESSOWNERS**

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM  
MICRO-BUSINESSOWNERS PROFESSIONAL LIABILITY ENDORSEMENT

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

1. Paragraph **1.g.(5)** under Paragraph **B. Exclusions** is replaced by the following:

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (c) Any tractor with a farm tractor registration.

2. The definition of "auto" in Paragraph **F.2. Liability And Medical Expenses Definitions** is replaced by the following:

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. The definition of "mobile equipment" in Paragraph **F.12. Liability And Medical Expenses Definitions** is replaced by the following:

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

**B. Paragraph C. Concealment, Misrepresentation Or Fraud in Section III – Common Policy Conditions is replaced by the following:**

**C. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

1. Intentionally concealed or misrepresented a material fact;
  2. Engaged in fraudulent conduct; or
  3. Made a false statement;
- relating to this insurance.

**C. Paragraphs A.2. and A.3. Cancellation in Section III – Common Policy Conditions are replaced by the following:**

2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
  - a. 10 days before the effective date of the cancellation if:
    - (1) We cancel for nonpayment of premium;

- (2) We cancel for substantial increase in hazard; or

- (3) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- b. 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

- 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 only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or

- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
        - b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

**D. Paragraph A.6. Cancellation of Section III – Common Policy Conditions is deleted.**

**E. The following paragraph is added to Section III – Common Policy Conditions and supersedes any provision to the contrary, except as provided in Paragraph G.:**

**M. Nonrenewal**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy.
2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;

- c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

**F. Paragraph 2. of Condition J. Premium Audit of Section III – Common Policy Conditions is replaced by the following:**

2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph 2., Paragraph D. Examination Of Your Books And Records in Section III – Common Policy Conditions continues to apply.

- G.** The following changes apply only to Micro-businessowners Professional Liability Endorsement **BP 22 02** if it is attached to this Policy:

Paragraph D.3. is replaced by the following:

**3. Basic Extended Reporting Period**

- a. A Basic Extended Reporting Period is automatically provided without additional charge if:
  - (1) This endorsement is cancelled or not renewed by either us or you for any reason; or
  - (2) We renew or replace this endorsement with insurance that:
    - (a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (b) Does not apply to "wrongful acts" on a claims-made basis.

- b. The Basic Extended Reporting Period starts with the end of the policy period and lasts for 60 days. A "claim" received and reported by the insured during this 60-day period will be considered to have been received within the policy period. However, the 60-day Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance purchased by the insured, or that would be covered but for exhaustion of the Professional Liability Aggregate Limit of Insurance applicable to such "claims".
- c. The Basic Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following applies:
  - (1) The "claim" is first made and reported to us during the Basic Extended Reporting Period; and
  - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the policy period.

Paragraph D.4. is replaced by the following:

**4. Supplemental Extended Reporting Period**

- a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:
  - (1) This endorsement is cancelled or not renewed for any reason; or
  - (2) We renew or replace this endorsement with insurance that:
    - (a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (b) Does not apply to "wrongful acts" on a claims-made basis.
- b. A Supplemental Extended Reporting Period, as specified in Paragraph a., lasts one year and is available only for an additional premium.

- c.** The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph 3. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
- (1)** The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
  - (2)** The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the policy period.
- d.** You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first.
- e.** The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full along with any premium or deductible you owe us for coverage provided under this endorsement within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.
- f.** We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
- (1)** The exposures insured;
  - (2)** Previous types and amounts of insurance;
  - (3)** Limit of Insurance available under this endorsement for future payment of damages; and
  - (4)** Other related factors.
- The additional premium may not exceed 200% of the annual premium for this endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.



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

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Conditions are replaced by the following:**

**2.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**a.** 10 days before the effective date of cancellation if:

- (1)** We cancel for nonpayment of premium;
- (2)** We cancel for substantial increase in hazard; or
- (3)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**b.** 60 days before the effective date of cancellation if Paragraph **2.a.** of this endorsement does not apply.

**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 only for one of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy, or violation of any of the terms or conditions of the policy; or
- (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**3.** We will mail or physically deliver our notice to your last mailing address known to us by:

- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

**B. Paragraph 6. of the Cancellation Common Policy Conditions is deleted.**

**C. The following is added:**

### **Nonrenewal**

**1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

- a.** We manifest our willingness to renew;
- b.** We refuse to renew due to nonpayment of premium;
- c.** You fail to pay any advance premium required by us for this renewal; or
- d.** Any property covered under this policy is insured under another insurance policy.

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

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

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

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

**A. Paragraph 2. Cancellation under Section IV – Conditions is replaced by the following:**

#### **2. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or physically delivering to you and the "contractor" written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if:
    - (a) We cancel for nonpayment of premium;
    - (b) We cancel for substantial increase in hazard; or
    - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2) 60 days before the effective date of cancellation if Paragraph **A.2.b.(1)** of this endorsement does not apply.
- 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 only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation affecting the policy or in a presentation of a claim thereunder, or violation of any of the policy; or
  - (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

d. We will mail or physically deliver our notice to you and the "contractor's" last mailing addresses known to us. If notice is mailed, it will be by:

- (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **A.2.d.(1)** or **A.2.d.(2)** of this endorsement will be sufficient proof of notice.

- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- f. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

**B. Paragraph 13. When We Do Not Renew Condition under Section IV – Conditions is replaced by the following:**

#### **13. When We Do Not Renew**

- a. If we decide not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to you and the "contractor's" last mailing addresses known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

**b.** However, we need not mail or physically deliver this notice if:

- (1)** We have indicated a willingness to renew;
- (2)** We refuse to renew due to nonpayment of premium; or
- (3)** You do not pay any advance premium required by us for renewal; or

**(4)** Any property covered in this policy is insured under any other insurance policy.

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

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

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

- A. Paragraph 3. Cancellation** under **Section IV – Conditions** is replaced by the following:

#### **3. Cancellation**

- a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or physically delivering 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, written notice of cancellation, stating the reasons for cancellation, at least 60 days before 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 only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation affecting the policy or in a presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
  - (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.
- d. If notice is mailed, it will be by:
  - (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
  - (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **A.3.d.(1)** or **A.3.d.(2)** of this endorsement will be sufficient proof of notice.

- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- f. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

- B. Paragraph A.9., When We Do Not Renew Condition, under Section IV – Conditions** is replaced by the following:

#### **9. When We Do Not Renew**

- a. If we decide not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for 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 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
  - (1) We have indicated a willingness to renew;
  - (2) We refuse to renew due to nonpayment of premium; or
  - (3) You do not pay any advance premium required by us for renewal; or
  - (4) Any property covered in this policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraph c. of Condition **A.7. Premium And Premium Audit** of **Section IV – Conditions** is replaced by the following:

- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **UNDERGROUND STORAGE TANK POLICY**

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

#### **10. Cancellation**

- a. The first Named Insured may cancel this policy by mailing or physically 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 physically 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
- (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 it is a renewal of a policy we issued:

- (1) We may cancel only for one or more of the following reasons:
  - (a) Nonpayment of premium;
  - (b) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
  - (c) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed; and

- (2) Cancellation will be effective:

- (a) 10 days after you receive notice of cancellation if we cancel for nonpayment of premium; or

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

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

- d. We will send by certified mail, or physically deliver, to you a written notice at your last mailing address known to us.

Proof that the notice was mailed in accordance with Paragraph **A.10.d.** of this endorsement will be sufficient proof of notice.

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

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

#### **11. Nonrenewal**

If we decide not to renew this policy, we will send written notice of nonrenewal to you, stating the reason(s) for nonrenewal, at least 60 days before:

- a. The end of the policy period; or
- b. The anniversary date if this policy is written for a term of more than one year.

We will send our nonrenewal notice by certified mail, or physically deliver it, to you at your last mailing address known to us.

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

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.a.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
- (1)** 10 days before the effective date of cancellation if:
    - (a)** We cancel for nonpayment of premium;
    - (b)** We cancel for substantial increase in hazard; or
    - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.
- b.** 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 only for one or more of the following reasons:
- (1)** Nonpayment of premium;
  - (2)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
  - (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
  - b.** Certified mail if cancellation is for any other reason.  
Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.
- B.** Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.
- C.** The following is added and supersedes any provision to the contrary:
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
  - 2.** However, we need not mail or physically deliver this notice if:
    - (a)** We have indicated a willingness to renew;
    - (b)** We refuse to renew due to nonpayment of premium;
    - (c)** You do not pay any advance premium required by us for renewal; or
    - (d)** Any property covered in this policy is insured under any other insurance policy.
  - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

### SCHEDULE\*

Premises No.	Building No.	Total Limit Of Insurance Permitted On The Building
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

- A.** When this endorsement is attached to the **Standard Property Policy CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The following provisions apply except when Paragraph **F.** of this endorsement applies:  
Paragraphs **2.** and **3.** of the **Cancellation Common Policy Conditions** are replaced by the following:
- 2.a.** We may cancel this policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:
- (1)** 10 days before the effective date of cancellation if:
    - (a)** We cancel for nonpayment of premium;
    - (b)** We cancel for substantial increase in hazard; or
    - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.
- b.** 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)** Fraud or material misrepresentation affecting the policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the policy; or
  - (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
  - b.** Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.



C. Paragraph 6. of the **Cancellation Common Policy Condition** is deleted.

D. The following is added and supersedes any provision to the contrary, except as provided in Paragraph F.:

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We manifest our willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. The property covered in this policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. The following are added:

**1. Other Insurance On Buildings**

- a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is limited to the amount shown in the Schedule.
- b. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Coverage Part will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

**2. Policy Value**

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such buildings are insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.

b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.

c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.

d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

F. If this policy covers buildings or structures located in New Hampshire that:

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than 5 dwelling units;

the following provisions apply:

1. Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following and supersede any provisions to the contrary:

2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

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

7. If this policy:

- a. Has been in effect for 90 days or more; or
- b. 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) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this policy;

- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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

**Nonrenewal**

We may elect not to renew this policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- a. 10 days before the expiration date of the policy if we refuse to renew for nonpayment of premium; or
- b. 45 days before the expiration date of the policy if we refuse to renew for any other reason.

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

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

## **NEW HAMPSHIRE 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. Paragraphs (2) and (3) of the Cancellation Of Policy Condition are replaced by the following:**

**(2)(a)** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(i)** 10 days before the effective date of cancellation if:

i. We cancel for nonpayment of premium;

ii. We cancel for substantial increase in hazard; or

iii. This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(ii)** 60 days before the effective date of cancellation if Paragraph **(2)(a)(i)** of this endorsement does not apply.

**(b)** 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 only for one or more of the following reasons:

**(i)** Nonpayment of premium;

**(ii)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

**(iii)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**(3)** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**(a)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

**(b)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **(3)(a)** or **(3)(b)** will be sufficient proof of notice.

**B. Paragraph (6) of the Cancellation Of Policy Condition is deleted.**

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

**Nonrenewal**

**1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

**a.** We have indicated a willingness to renew;

**b.** We refuse to renew due to nonpayment of premium;

**c.** You do not pay any advance premium required by us for renewal; or

**d.** Any property covered in this policy is insured under any other insurance policy.

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

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

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

1. Intentionally concealed or misrepresented a material fact;

2. Engaged in fraudulent conduct; or

3. Made a false statement;  
relating to this policy.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

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

**A. Paragraphs 5.b. and 5.c. of the Cancellation provisions of Section III – Conditions are replaced by the following:**

**b. Reasons For Cancellation**

- (1)** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
  - (a)** 10 days before the effective date of cancellation if:
    - (i)** We cancel for nonpayment of premium;
    - (ii)** We cancel for substantial increase in hazard; or
    - (iii)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (b)** 60 days before the effective date of cancellation if Paragraph **b.(1)(a)** of this endorsement does not apply.
- (2)** 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 only for one or more of the following reasons:
  - (a)** Nonpayment of premium;
  - (b)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
  - (c)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**c. Mailing Of Notices**

We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- (1)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- (2)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **c.(1)** or **c.(2)** will be sufficient proof of notice.

**B. Paragraph 5.f. of the Cancellation provisions of Section III – Conditions is deleted.**

**C. Paragraph b. of Condition 9. Premium Audit of Section III – Conditions is replaced by the following:**

- b.** If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

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

**13. Nonrenewal**

- a. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
  - (1) We have indicated a willingness to renew;

- (2) We refuse to renew due to nonpayment of premium;
  - (3) You do not pay any advance premium required by us for renewal; or
  - (4) Any property covered in this policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## **NEW HAMPSHIRE 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. Paragraphs b. and c. of the Cancellation Condition in Section VI – Conditions are replaced by the following:**
- b. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:**
- (1)** 10 days before the effective date of cancellation if:
    - (a)** We cancel for nonpayment of premium;
    - (b)** We cancel for substantial increase in hazard; or
    - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2)** 60 days before the effective date of cancellation if Paragraph **b.(1)** of this endorsement does not apply.
- 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 only for one more or of the following reasons:
- (1)** Nonpayment of premium;
  - (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or
  - (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.
- c. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:**
- (1)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
  - (2)** Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph **c.(1)** or **c.(2)** will be sufficient proof of notice.
- B. Paragraph f. of the Cancellation Condition in Section VI – Conditions is deleted.**
- C. The following is added to Section VI – Conditions and supersedes any provision to the contrary:**
- Nonrenewal**
- 1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
  - 2.** However, we need not mail or physically deliver this notice if:
    - a.** We have indicated a willingness to renew;
    - b.** We refuse to renew due to nonpayment of premium;
    - c.** You do not pay any advance premium required by us for renewal; or
    - d.** Any property covered under this Policy is insured under any other insurance policy.
  - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL FLOOD POLICY

### SCHEDULE

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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

**1. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to one or more insureds who, at any time:

- a. Intentionally concealed or misrepresented a material fact;
- b. Engaged in fraudulent conduct; or
- c. Made a false statement; relating to this Policy.

**B. The following provisions apply except when Paragraph D. of this endorsement applies:**

**1. Paragraphs b. and c. of the Cancellation Condition are replaced by the following:**

- b. We may cancel this Policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph 1.b.(1) of this endorsement does not apply.

- c. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- (1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- (2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph c.(1) or c.(2) will be sufficient proof of notice.

- 2. Paragraph f. of the **Cancellation** Condition does not apply.

- 3. The following is added to the **Cancellation** Condition and supersedes any provision to the contrary:

- 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) Fraud or material misrepresentation affecting the Policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or



- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

C. Except when Paragraph D. of this endorsement applies, the **Nonrenewal** Condition is replaced by the following:

**11. Nonrenewal**

- a. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
  - (1) We manifest our willingness to renew;
  - (2) We refuse to renew due to nonpayment of premium;
  - (3) You do not pay any advance premium required by us for renewal; or
  - (4) The property covered in this Policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. If this Policy covers buildings or structures located in New Hampshire that:

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than five dwelling units;

the following provisions apply:

1. Paragraphs b. and c. of the **Cancellation** Condition are replaced by the following:

- b. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or physically deliver our notice to your last mailing address known to us.

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

- g. If this Policy has been in effect for 90 days or more or 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) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under the Policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this Policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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

**11. Nonrenewal**

- a. We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:
  - (1) 10 days before the expiration date of the Policy if we refuse to renew for nonpayment of premium; or
  - (2) 45 days before the expiration date of the Policy if we refuse to renew for any other reason.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

**E.** The following are added to the **Other Insurance Condition**:

- d.** You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Policy, is limited to the amount shown in the Schedule.

- e.** If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Policy will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

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

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **FARM EXCESS LIABILITY POLICY**

**A. Paragraphs b. and c. of Condition 15. Cancellation under Section III – Conditions are replaced by the following:**

**b.(1)** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(a)** 10 days before the effective date of cancellation if:

**(i)** We cancel for nonpayment of premium;

**(ii)** We cancel for substantial increase in hazard; or

**(iii)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(b)** 60 days before the effective date of cancellation if Paragraph **b.(1)(a)** of this endorsement does not apply.

**(2)** 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 only for one or more of the following reasons:

**(a)** Nonpayment of premium;

**(b)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or

**(c)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**c.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**(1)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or

**(2)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **c.(1)** or **c.(2)** will be sufficient proof of notice.

**B. Paragraph f. of Condition 15. Cancellation under Section III – Conditions is deleted.**

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

### **Nonrenewal**

**1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

**(a)** We have indicated a willingness to renew;

**(b)** We refuse to renew due to nonpayment of premium;

**(c)** You do not pay any advance premium required by us for renewal; or

**(d)** Any property covered in this Policy is insured under any other insurance policy.

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

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION CRIME POLICY FOR FINANCE COMPANIES  
FINANCIAL INSTITUTION CRIME POLICY FOR INSURANCE COMPANIES  
FINANCIAL INSTITUTION CRIME POLICY FOR MORTGAGE BANKERS  
FINANCIAL INSTITUTION CRIME POLICY FOR SECURITIES BROKERS AND DEALERS

**A. Paragraphs a.(2) and a.(3) of the Policy Cancellation Or Termination Condition are replaced by the following:**

**(2)(a)** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(i)** 10 days before the effective date of cancellation, if:

- i.** We cancel for nonpayment of premium;
- ii.** We cancel for substantial increase in hazard; or
- iii.** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(ii)** 60 days before the effective date of cancellation, if Paragraph **(2)(a)(i)** of this endorsement does not apply.

**(b)** 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 only for one or more of the following reasons:

- (i)** Nonpayment of premium;
- (ii)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder or violation of any of the terms or conditions of the policy; or
- (iii)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**(3)** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**(a)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

**(b)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **(3)(a)** or **(3)(b)** will be sufficient proof of notice.

**B. Paragraph a.(6) of the Policy Cancellation Or Termination Condition is deleted.**

**C. The following condition is added to Section E. Conditions and supersedes any other provisions to the contrary:**

### **Nonrenewal**

**1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

- a.** We have indicated a willingness to renew;
- b.** We refuse to renew due to nonpayment of premium;
- c.** You do not pay any advance premium required by us for renewal; or
- d.** Any property covered in this policy is insured under any other insurance policy.

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

D. The **Representations** Condition in the policy and the Representation paragraph in the application are replaced by the following:

**Representations**

1. You represent that all information and statements contained in the application for this policy are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and shall constitute a part of this policy.

2. Any intentional:

a. Misrepresentation;

b. Omission;

c. Concealment; or

d. Misstatement of a material fact;

in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **FINANCIAL INSTITUTION CRIME POLICY FOR INVESTMENT COMPANIES**

**A. The following is added to Paragraph a.(2) of the Policy Cancellation Or Termination Condition:**

**(c) Cancellation Of Policies In Effect**

**(i) 60 Days Or Less**

We may cancel this policy by mailing or physically delivering to you, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., written notice of cancellation, stating the reasons for cancellation, at least 60 days before the effective date of cancellation.

**(ii) 60 Days Or More**

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

- i. Nonpayment of premium;
- ii. Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
- iii. A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**(iii)** We will mail or physically deliver our notice to you, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C. If notice is mailed, it will be by:

- i. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- ii. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed will be sufficient proof of notice.

**B. Paragraph a.(5) of the Policy Cancellation Or Termination Condition is deleted.**

**C. The following condition is added to Section E. Conditions and supersedes any other provisions to the contrary:**

**Nonrenewal**

If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal to you, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., at least 60 days prior to the expiration of the policy or its anniversary date if it is a policy written for a term of more than one year.

- D.** The **Representations** Condition in the policy and the Representation paragraph in the application are replaced by the following:

**Representations**

1. You represent that all information and statements contained in the application for this policy are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and constitute a part of this policy.

2. Any intentional:

- a. Misrepresentation;
- b. Omission;
- c. Concealment; or

- d. Misstatement of a material fact;

in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **FINANCIAL INSTITUTION CRIME POLICY FOR CREDIT UNIONS**

**A. Paragraphs a.(2) and a.(3) of the Policy Cancellation Or Termination Condition are replaced by the following:**

**(2)(a)** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(i)** 10 days before the effective date of cancellation if:

**i.** We cancel for nonpayment of premium;

**ii.** We cancel for substantial increase in hazard; or

**iii** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(ii)** 60 days before the effective date of cancellation if Paragraph **(2)(a)(i)** of this endorsement does not apply.

**(b)** 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 only for one or more of the following reasons:

**(i)** Nonpayment of premium;

**(ii)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

**(iii)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**(3)** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**(a)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

**(b)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **(3)(a)** or **(3)(b)** will be sufficient proof of notice.

**B. Paragraph a.(6) of the Policy Cancellation Or Termination Condition is deleted.**

**C. The following condition is added to Section E. Conditions and supersedes any other provisions to the contrary:**

#### **Nonrenewal**

**1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

**a.** We have indicated a willingness to renew;

**b.** We refuse to renew due to nonpayment of premium;

**c.** You do not pay any advance premium required by us for renewal; or

**d.** Any property covered in this policy is insured under any other insurance policy.

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



4. We will provide written notice of nonrenewal to the first Named Insured's state or federal supervisory authority, including the National Credit Union Administration, when required.
- D. The **Representations** Condition in the policy and the Representation paragraph in the application are replaced by the following:

**Representations**

1. You represent that all information and statements contained in the application for this policy are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and shall constitute a part of this policy.

2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND – BANKS AND SAVINGS INSTITUTIONS (AGGREGATE AND NONAGGREGATE FORMS)

- A.** The **Representations** General Agreement in the Bond and the **Representation** paragraph in the application are replaced by the following:

**Representations**

1. The Insured represents that all information and statements contained in the application for this Bond are true, accurate and complete. All such information and statements are the basis for the Company issuing this Bond and shall be considered as incorporated into and shall constitute a part of this Bond.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;

in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

- B.** Paragraphs **1.b.** and **1.c.** of the **Cancellation Or Termination** Condition are replaced by the following:

- b.** The Company may cancel this Bond by mailing or physically delivering to the Insured written notice of cancellation, stating the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if:

- (a)** The Company cancels for nonpayment of premium;
- (b)** The Company cancels for substantial increase in hazard; or
- (c)** This is a new bond and its cancellation notice is mailed within the first 60 days of the effective date.

- (2)** 60 days before the effective date of cancellation if Paragraph **b.(1)** of this endorsement does not apply.

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

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation affecting the Bond or in the presentation of a claim thereunder or violation of any of the terms or conditions of the Bond; or
- (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

- c.** The Company will mail or physically deliver our notice to the Insured's last mailing address known to the Company. If notice is mailed, it will be by:

- (1)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- (2)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **c.(1)** or **c.(2)** will be sufficient proof of notice.

- C. Paragraph 1.f. of the **Cancellation Or Termination** Condition is deleted.
- D. The following condition is added to Section **VI. Conditions** and supersedes any other provisions to the contrary:

**Nonrenewal**

1. If the Company elects not to renew this Bond, the Company will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the Insured's last mailing address known to the Company at least 60 days prior to the expiration of the Bond or its anniversary date if it is a bond written for a term of more than one year.
2. However, the Company need not mail or physically deliver this notice if:
  - a. The Company has indicated a willingness to renew;
  - b. The Company refused to renew due to nonpayment of premium;
  - c. The Insured does not pay any advance premium required by the Company for renewal; or
  - d. Any property covered in this Bond is insured under any other insurance bond.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION COMPUTER CRIME POLICY  
FINANCIAL INSTITUTION KIDNAP AND RANSOM POLICY

- A.** The **Representations** General Agreement in the Policy and the **Representation** paragraph in the application are replaced by the following:

**Representations**

1. The Insured represents that all information and statements contained in the application for this Policy are true, accurate and complete. All such information and statements are the basis for the Company issuing this Policy and shall be considered as incorporated into and shall constitute a part of this Policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;

in the application or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

- B.** Paragraphs **1.b.** and **1.c.** of the **Cancellation Or Termination** Condition are replaced by the following:

- b.** The Company may cancel this Policy by mailing or physically delivering to the Insured written notice of cancellation, stating the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if:

- (a)** The Company cancels for nonpayment of premium;

- (b)** The Company cancels for substantial increase in hazard; or

- (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2)** 60 days before the effective date of cancellation if Paragraph **b.(1)** of this endorsement does not apply.

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

- (1)** Nonpayment of premium;

- (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder or violation of any of the terms or conditions of the Policy; or

- (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

- c.** The Company will mail or physically deliver our notice to the Insured's last mailing address known to the Company. If notice is mailed, it will be by:

- (1)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

- (2)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **c.(1)** or **c.(2)** will be sufficient proof of notice.

- C. Paragraph 1.f. of the **Cancellation Or Termination** Condition is deleted.
- D. The following condition is added to Section **VI. Conditions** and supersedes any other provisions to the contrary:

**Nonrenewal**

1. If the Company elects not to renew this Policy, the Company will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the Insured's last mailing address known to the Company at least 60 days prior to the expiration of the Policy or its anniversary date if it is a policy written for a term of more than one year.
2. However, the Company need not mail or physically deliver this notice if:
  - a. The Company has indicated a willingness to renew;
  - b. The Company refused to renew due to nonpayment of premium;
  - c. The Insured does not pay any advance premium required by the Company for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

### FARM COVERAGE PART

#### SCHEDULE (For Paragraph E.1.)

Premises Number	Building Number	Total Limit Of Insurance Permitted On The Building
		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **D.** of this endorsement applies.

#### **2. Notice Of Cancellation**

**a.** We may cancel this Policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

**(1)** 10 days before the effective date of cancellation if:

**(a)** We cancel for nonpayment of premium;

**(b)** We cancel for substantial increase in hazard; or

**(c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

**(2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.

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

**(1)** Nonpayment of premium;

**(2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim under the Policy, or violation of any of its terms or conditions; or

**(3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**a.** Ordinary mail for which a certificate of mailing has been obtained or by certified mail, if cancellation is for nonpayment of premium; or

**b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

**B.** Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

**C.** The following is added:

#### **Nonrenewal**

**1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days before the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:
    - a. We have manifested our willingness to renew;
    - b. We refuse to renew due to nonpayment of premium;
    - c. You do not pay any advance premium required by us for renewal; or
    - d. Any property covered in this Policy is insured under any other insurance policy.
  3. If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. Provisions a., b. and c. below apply only if this Policy covers any building or structure located in New Hampshire that:**
1. Is used only for residential purposes;
  2. Is owner-occupied; and
  3. Consists of no more than four dwelling units;
    - a. If this Policy has been in effect for 89 days or less, or if it is not a renewal of a policy we issued, Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:
      2. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation at least:
        - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
        - b. 45 days before the effective date of cancellation, if we cancel for any other reason.
      3. We will mail or physically deliver our notice to your last mailing address known to us.
    - b. If this Policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
      2. We may cancel this Policy only for one or more of the reasons listed in **c.** below, and then only if we mail or physically deliver to you a written notice of cancellation, stating the reason for cancellation, at least:
        - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
        - b. 45 days before the effective date of cancellation, if we cancel for any of the reasons numbered **(2)** through **(5)** under **c.** below.
      - c. The reasons for which we may cancel are:
        - (1) Nonpayment of premium;
        - (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
        - (3) Discovery of fraud or material misrepresentation by you in making a claim under the Policy;
        - (4) Discovery of grossly negligent acts or omissions by you substantially increasing risk of loss; or
        - (5) Physical changes in the Covered Property that make property uninsurable.
- c. The following is added:**
- Nonrenewal**
- We may elect not to renew this Policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:
- a. 10 days before the expiration date or anniversary date of the Policy if we refuse to renew for nonpayment of premium; or
  - b. 45 days before the expiration date or anniversary date of the Policy if we refuse to renew for any other reason.
- If notice is mailed, proof of mailing will be sufficient proof of notice.
- E. The following are added:**
1. **Other Insurance On Buildings**
    - a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is the amount shown in the Schedule.

- b. If your total insurance on any building exceeds the amount shown for it in the Schedule, insurance under this Coverage Part will be automatically suspended for that building. Suspension will take effect regardless of whether you can collect on the other insurance.

## 2. Policy Value

### New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such building is insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.
- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraphs a. and b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph a. of this section shall not apply.

## F. The **Intentional Loss** Exclusion in the:

- 1. Causes Of Loss Form – Farm Property;
- 2. Livestock Coverage Form; and
- 3. Mobile Agriculture Machinery And Equipment Coverage Form

is replaced by the following:

### **Intentional Loss**

We will not pay for loss ("loss") or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss ("loss"). In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").

This exclusion does not apply, with respect to loss ("loss") to covered property caused by fire, to an "insured", who does not commit or conspire to commit, any act that results in loss ("loss") by fire. We cover such "insured" only to the extent of that "insured's" legal interest, but not exceeding the applicable limit of insurance.

We may apply reasonable standards of proof to claims for such loss ("loss").

## G. If this Policy includes the Farm Liability Coverage Form:

- 1. The **Bodily Injury To An Insured** Exclusion, 2.q., of **Coverage H – Bodily Injury And Property Damage Liability**; and
- 2. The **Personal Injury To An Insured** Exclusion, 2.b.(3) of **Coverage I – Personal And Advertising Injury Liability**;

do not apply.

## H. In the Farm Liability Coverage Form, Exclusion 2.e. of **Section I – Coverage H – Bodily Injury And Property Damage Liability** is replaced by the following:

### e. **Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle**

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft, "motor vehicle", motorized bicycle or tricycle.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to:

- (a) An aircraft that causes "bodily injury" or "property damage" to a "residence employee" who is not operating or maintaining it;
- (b) Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by or rented or loaned to you or the "insured";



- (c) A "motor vehicle" not subject to motor vehicle registration:
    - (i) By reason of its exclusive use as a device for assisting the handicapped; or
    - (ii) Designed for recreational use off public roads and not owned by any "insured";
  - (d) "Bodily injury" or "property damage" arising out of:
    - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or
    - (ii) The operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section IV); or
    - (iii) Any tractor with a farm tractor registration.
- I. In the Farm Liability Coverage Form, the following exclusions only apply if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" results from an "insured's" "farming" or "business" activities.
- 1. Exclusion **2.c. Pollution** of Section I – **Coverages, Coverage H – Bodily Injury And Property Damage Liability** which also applies to Coverage J; and
  - 2. Exclusions **2.a.(6) Pollution** and **2.d. Pollution-Related Loss, Cost Or Expense** of Section I – **Coverages, Coverage I – Personal And Advertising Injury Liability**.
- J. In the Farm Liability Coverage Form, Definitions **15. "Mobile equipment"** and **16. "Motor Vehicle"** of **Section IV – Definitions** are replaced by the following:
- 15. "Mobile equipment"** means the following, including any attached machinery or equipment:
- a. Bulldozers, forklifts and tractors designed for use principally off public roads;  
Other farm machinery designed for use:
    - (1) Principally off public roads; and
    - (2) As implements for cultivating or harvesting;
  - b. Vehicles while on premises you own or rent;
- c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in Paragraph a., b., c. or d. above that are maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "motor vehicles":
    - (1) Equipment designed primarily for:
      - (a) Road maintenance, but not construction or resurfacing; or
      - (b) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where they are licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "motor vehicles".

**16. "Motor Vehicle"**

**a.** As used in this Coverage Form, the term "motor vehicle" means:

- (1)** A motorized land vehicle, trailer or semitrailer:
  - (a)** Designed for travel on public roads; or
  - (b)** Used on public roads; unless it qualifies as "mobile equipment";
- (2)** Any machinery or equipment attached to a vehicle, trailer or semitrailer included in Paragraph **(1)** above;
- (3)** Any motorized golf cart, except a golf cart described in Paragraph **b.(3)** below, snowmobile or other motorized land vehicle owned by an "insured" and designed for recreational use off public roads, while off an "insured location";
- (4)** Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged;
- (5)** Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraph **(1)**, **(2)**, **(3)** or **(4)** above.

**b.** But "motor vehicle" does not mean:

- (1)** "Mobile equipment";
- (2)** A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in Paragraph **a.(1)** above; or
- (3)** A motorized golf cart owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground, and that at the time of an "occurrence", is within the legal boundaries of:
  - (a)** A golfing facility, and is parked or stored there or is being used by an "insured" to:
    - (i)** Play the game of golf, or for other recreational or leisure activity allowed by the facility;

- (ii)** Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (iii)** Cross public roads at designated points to gain access to other parts of the golfing facility; or

- (b)** A private residential community, including its public roads upon which a motorized golf cart can legally travel, that is subject to the authority of a property owners' association and contains an "insured's" "residence premises".

**K.** In the Farm Liability Coverage Form, Additional Condition **2. Representations** of **Section III – Farm Liability Conditions** is replaced by the following:

**2. Representations**

**a.** You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

**b.** Any intentional:

- (1)** Misrepresentation;
- (2)** Omission;
- (3)** Concealment; or
- (4)** Misstatement of a material fact;

in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **HOME HEALTHCARE COVERAGE PART**

- A. Paragraph 4.e. of Aircraft, Auto Or Watercraft under Paragraph A. Applicable To Coverage A – General Liability under Section II – Exclusions is replaced by the following:**

This exclusion does not apply to:

- e. "Bodily injury" or "property damage" arising out of:**
  - (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged; or
  - (b)** Any tractor with a farm tractor registration.

- B. Paragraphs I.2. and I.3. of the Cancellation Condition under Section V – Conditions are replaced by the following:**

#### **2. Notice Of And Reasons For Cancellation**

- a.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if:

- (a)** We cancel for nonpayment of premium;
- (b)** We cancel for substantial increase in hazard; or
- (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2)** 60 days before the effective date of cancellation if Paragraph **B.2.a.(1)** of this endorsement does not apply.

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

- (1)** Nonpayment of premium;

- (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or

- (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **B.3.a.** or **B.3.b.** of this endorsement will be sufficient proof of notice.

- C. Paragraph 6. of the Cancellation Condition under Section V – Conditions does not apply.**

- D. Paragraph 1. Representations of D. Representations And Severability Of The Application under Section V – Conditions is replaced by the following:**

#### **1. Representations**

- a.** You represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.

- b.** Any intentional:

- (1)** Misrepresentation;

- (2)** Omission;

- (3)** Concealment; or

- (4)** Misstatement of a material fact;

in the Declarations, "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

E. Paragraph **G.** under **Section V – Conditions** is replaced by the following:

**G. When We Do Not Renew**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Paragraphs **C.** and **N.** under **Section VI – Definitions** are replaced by the following:

**C. "Auto" means:**

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**N. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- a. Power cranes, shovels, loaders, diggers or drills; or
- b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

**a. Equipment designed primarily for:**

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY**

**A. The following is added to Exclusion B.15. Insured Versus Insured of Section I – Insurance Agents And Brokers Professional Liability Coverage:**

This exclusion shall not apply to "claims" between an "insured" and any "family member" who is also an "insured".

**B. Paragraph H. of Section VI – Conditions is replaced by the following:**

**H. Representations**

1. You represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the Declarations and "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

**C. Paragraphs 2. and 3. under K. Cancellation of Section VI – Conditions are replaced by the following:**

**2. Notice Of And Reasons For Cancellation**

- a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if:
    - (a) We cancel for nonpayment of premium;
    - (b) We cancel for substantial increase in hazard; or
    - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

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

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or
- (3) A change in the risk that substantially increases a hazard insured against after the insurance coverage has been issued or renewed.

**3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:**

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph C.3.a. or C.3.b. of this endorsement will be sufficient proof of notice.

**D. Paragraph 6. under K. Cancellation of Section VI – Conditions is deleted.**

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

**L. When We Do Not Renew**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:
    - a. We have indicated a willingness to renew;
    - b. We refuse to renew due to nonpayment of premium;
    - c. You do not pay any advance premium required by us for renewal; or
    - d. Any property covered in this Policy is insured under any other insurance policy.
  3. If notice is mailed, proof of mailing will be sufficient proof of notice.
- F. Paragraph B.1. of Section VII – Extended Reporting Period** is replaced by the following:
- B.** An Additional Extended Reporting Period is available from us if:
1. This Policy is cancelled or not renewed for any reason.
- G. The following is added to Section VIII – Definitions:**
- "Family member" means a person related to an "insured" person by blood, marriage or adoption, who is a resident of an "insured" person's household. This includes a ward or foster child.

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

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

- A. Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:**
- 2.a.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
- (1)** 10 days before the effective date of cancellation if:
    - (a)** We cancel for nonpayment of premium;
    - (b)** We cancel for substantial increase in hazard; or
    - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.
- b.** 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 only for one or more of the following reasons:
- (1)** Nonpayment of premium;
  - (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or
  - (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
  - b.** Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.
- B. Paragraph 6. of the **Cancellation** Common Policy Condition is deleted.**
- C. The following is added and supersedes any provision to the contrary:**
- Nonrenewal**
- 1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
  - 2.** However, we need not mail or physically deliver this notice if:
    - a.** We have indicated a willingness to renew;
    - b.** We refuse to renew due to nonpayment of premium;

- c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
- 3. If notice is mailed, proof of mailing will be sufficient proof of notice.



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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **LAWYERS PROFESSIONAL LIABILITY POLICY**

**A. Paragraph H. of Section VI – Conditions** is replaced by the following:

#### **H. Representations**

1. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

**B. Paragraphs L.2. and L.3. of Section VI – Conditions** are replaced by the following:

#### **L. Cancellation**

##### **2. Notice Of And Reasons For Cancellation**

- a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if:
    - (a) We cancel for nonpayment of premium;
    - (b) We cancel for substantial increase in hazard; or
    - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

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

- (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or
  - (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.
3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
  - b. Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

**C. Paragraph L.6. of Section VI – Conditions** is deleted.

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

#### **M. When We Do Not Renew**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

**E. Paragraphs P.2., P.3. and P.4. of Section VI – Conditions are replaced by the following:**

**P. Premium Audit**

2. This Policy is auditable only if shown as auditable in the Declarations.
3. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first "named insured". The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided that there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the "policy period" is greater than the earned premium, we will return the excess to the first "named insured".

4. The first "named insured" must keep records of the information we need for premium computation and send us copies at such times as we may request.

**F. Paragraph B.1. of Section VII – Extended Reporting Period is replaced by the following:**

**B. An Additional Extended Reporting Period is available from us if:**

1. This Policy is cancelled or not renewed for any reason.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **MISCELLANEOUS PROFESSIONAL LIABILITY POLICY**

**A. The following is added to Exclusion N. Insured Versus Insured of Section VIII – Exclusions:**

This exclusion shall not apply to "claims" between an "insured" and any "family member" who is also an "insured".

**B. Paragraphs b. and c. of 1. Cancellation under C. Cancellation And Nonrenewal of Section IX – Conditions are replaced by the following:**

**b. Notice Of And Reasons For Cancellation**

(1) "We" may cancel this Policy by mailing or physically delivering to the "named insured" written notice of cancellation, stating the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if:

(i) We cancel for nonpayment of premium;

(ii) We cancel for substantial increase in hazard; or

(iii) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

(b) 60 days before the effective date of cancellation if Paragraph b.(1)(a) of this endorsement does not apply.

(2) 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 only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or

(c) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

c. "We" will mail or physically deliver "our" notice to the "named insured's" last mailing address known to "us". If notice is mailed, it will be by:

(1) Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or

(2) Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph B.c.(1) or B.c.(2) of this endorsement will be sufficient proof of notice.

**C. Paragraph f. of 1. Cancellation under C. Cancellation And Nonrenewal of Section IX – Conditions is deleted.**

**D. Paragraph 2. Nonrenewal under C. Cancellation And Nonrenewal of Section IX – Conditions is replaced by the following:**

**2. Nonrenewal**

a. If "we" elect not to renew this Policy, "we" will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the "named insured's" last mailing address known to "us" at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

- b. However, "we" need not mail or physically deliver this notice if:
  - (1) "We" have indicated a willingness to renew;
  - (2) "We" refuse to renew due to nonpayment of premium;
  - (3) The "named insured" does not pay any advance premium required by "us" for renewal; or
  - (4) Any property covered in this Policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

**E. Paragraph 1. Representations under I. Representations And Severability Of The Application of Section IX – Conditions is replaced by the following:**

**1. Representations**

- a. "You" represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for "our" issuing this Policy.
- b. Any intentional:
  - (1) Misrepresentation;
  - (2) Omission;
  - (3) Concealment; or
  - (4) Misstatement of a material fact;in the Declarations and "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

**F. Paragraph A. Extended Reporting Periods of Section X – Extended Reporting Periods And Run-Off Coverage Period is replaced by the following:**

**A. Extended Reporting Periods**

This Policy provides a Basic Extended Reporting Period without an additional charge that starts at the end of the "policy period" and lasts for 60 days if this Policy is cancelled for any reason, or not renewed by "us" or the "named insured".

The "named insured" will have the right to purchase an Additional Extended Reporting Period for the period of time and at the percentage of the expiring premium as stated in the Declarations if this Policy is cancelled for any reason, or not renewed by "us" or the "named insured". If the Additional Extended Reporting Period is purchased, it will start when the Basic Extended Reporting Period ends.

The Basic or Additional Extended Reporting Period will apply only to "claims" that:

- 1. Are first made against "you" and reported to "us" during the applicable Extended Reporting Period; and
- 2. Arise from "wrongful acts" occurring on or after the Retroactive Date shown in the Declarations, but prior to the expiration date of the "policy period".

**G. The following is added to Section XI – Definitions:**

"Family member" means a person related to an "insured" person by blood, marriage or adoption, who is a resident of an "insured" person's household. This includes a ward or foster child.

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

## **NEW HAMPSHIRE CHANGES**

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

- A.** The following is added to Exclusion **A.6. Insured Versus Insured** of **Section IV – Exclusions** of the Private Company Directors And Officers Liability Coverage Form:

This exclusion shall not apply to "claims" between an "insured" and any "family member" who is also an "insured".

- B.** The following is added to **Section V – Definitions** of the Private Company Directors And Officers Liability Coverage Form:

"Family member" means a person related to an "insured" person by blood, marriage or adoption, who is a resident of an "insured" person's household. This includes a ward or foster child.

- C.** Paragraphs **b.** and **c.** of **1. Cancellation** under **D. Cancellation And Nonrenewal** of **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions are replaced by the following:

**b. Notice Of And Reasons For Cancellation**

- (1)** We may cancel this Policy by mailing or physically delivering to the "named insured" written notice of cancellation, stating the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if:

**(i)** We cancel for nonpayment of premium;

**(ii)** We cancel for substantial increase in hazard; or

**(iii)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (b)** 60 days before the effective date of cancellation if Paragraph **C.b.(1)(a)** of this endorsement does not apply.

- (2)** 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 only for one or more of the following reasons:

**(a)** Nonpayment of premium;

**(b)** Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or

**(c)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

- c.** We will mail or physically deliver our notice to the "named insured's" last mailing address known to us. If notice is mailed, it will be by:

- (1)** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or

- (2)** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **C.c.(1)** or **C.c.(2)** of this endorsement will be sufficient proof of notice.

- D.** Paragraph **f.** of **1. Cancellation** under **D. Cancellation And Nonrenewal** of **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions is deleted.

E. Paragraph **2. Nonrenewal** under **D. Cancellation And 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 not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the "named insured's" last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
  - (1) We have indicated a willingness to renew;
  - (2) We refuse to renew due to nonpayment of premium;
  - (3) The "named insured" does not pay any advance premium required by us for renewal; or
  - (4) Any property covered in this Policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Paragraph **1. Representations** under **M. Representations And Severability Of The Application** of **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions is replaced by the following:

**1. Representations**

- a. "You" represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
- b. Any intentional:
  - (1) Misrepresentation;
  - (2) Omission;
  - (3) Concealment; or
  - (4) Misstatement of a material fact;in the Declarations and "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

G. Paragraph **A. Extended Reporting Periods** of **Section VIII – Extended Reporting Periods And Run-Off Coverage Period** of the Liability Coverage Parts Common Policy Terms And Conditions is replaced by the following:

**A. Extended Reporting Periods**

Each Liability Coverage Part provides a Basic Extended Reporting Period without an additional charge that starts at the end of the "policy period" and lasts for 60 days if this Policy is cancelled for any reason, or not renewed by us or the "named insured".

For Each Liability Coverage Part, the "named insured" will have the right to purchase an Additional Extended Reporting Period for the period of time and at the percentage of the expiring premium as stated in the Declarations if this Policy is cancelled for any reason, or not renewed by us or the "named insured". If the Additional Extended Reporting Period is purchased, it will start when the Basic Extended Reporting Period ends.

The Basic or Additional Extended Reporting Period will apply only to "claims" that:

- 1. Are first made against "you" and reported to us during the applicable Extended Reporting Period; and
- 2. Arise from "wrongful acts" occurring prior to the expiration date of the "policy period".

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

## **NEW HAMPSHIRE 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. Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:**
- 2.a.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
- (1)** 10 days before the effective date of cancellation if:
    - (a)** We cancel for nonpayment of premium;
    - (b)** We cancel for substantial increase in hazard; or
    - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.
- b.** 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 only for one or more of the following reasons:
- (1)** Nonpayment of premium;
  - (2)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
  - (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
  - b.** Certified mail if cancellation is for any other reason.  
Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.
- B. Paragraph 6. of the **Cancellation** Common Policy Condition is deleted.**
- C. The following is added and supersedes any provision to the contrary:**
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
  - 2.** However, we need not mail or physically deliver this notice if:
    - a.** We have indicated a willingness to renew;
    - b.** We refuse to renew due to nonpayment of premium; or
    - c.** You do not pay any advance premium required by us for renewal.
  - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

### SCHEDULE

Location Number	Building Number	Total Limit Of Insurance Permitted On The Building
		\$
		\$
		\$
		\$
		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A.** The following provisions apply except when Paragraph **C.** of this endorsement applies:

1. Paragraphs **2.** and **3.** of the **Cancellation Common Policy Conditions** are replaced by the following:

**2.a.** We may cancel this policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if:
  - (a) We cancel for nonpayment of premium;
  - (b) We cancel for substantial increase in hazard; or
  - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
- (2) 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.

**b.** 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) Fraud or material misrepresentation affecting the policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the policy; or

(3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with **3.a.** or **3.b.** will be sufficient proof of notice.

**2.** Paragraph **6.** of the **Cancellation Common Policy Conditions** is deleted.



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

**Nonrenewal**

- a. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. However, we need not mail or physically deliver this notice if:
  - (1) We manifest our willingness to renew;
  - (2) We refuse to renew due to nonpayment of premium;
  - (3) You do not pay any advance premium required by us for renewal; or
  - (4) The property covered in this policy is insured under any other insurance policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. The following are added:**

**1. Other Insurance On Buildings**

- a. You are permitted to have other insurance that covers buildings at the "covered location". The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is limited to the amount shown in the Schedule.
- b. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Coverage Part will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

**2. Policy Value**

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such buildings are insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.

- b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.
- c. Nothing contained in Paragraphs a. and b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.
- d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph a. of this section shall not apply.

**C. If this policy covers buildings or structures located in New Hampshire that:**

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than five dwelling units;

the following provisions apply:

**1. Paragraphs 2. and 3. of the Cancellation Common Policy Conditions are replaced by the following and supersede any provisions to the contrary:**

- 2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail or physically deliver our notice to your last mailing address known to us.

**2. The following is added to the Cancellation Common Policy Conditions:**

- 7. If this policy:
  - a. Has been in effect for 90 days or more; or
  - b. 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) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;

- (3) Discovery of fraud or material misrepresentation by you in making a claim under this policy;
- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

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

**Nonrenewal**

We may elect not to renew this policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- a. 10 days before the expiration date of the policy if we refuse to renew for nonpayment of premium; or

- b. 45 days before the expiration date of the policy if we refuse to renew for any other reason.

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

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

**Intentional Loss**

We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

This exclusion does not apply, with respect to loss or damage to Covered Property caused by a Covered Cause of Loss, to an insured, who does not commit or conspire to commit, any act that results in loss by a Covered Cause of Loss. We cover such insured only to the extent of that insured's legal interest, but not exceeding the applicable limit of insurance.

We may apply reasonable standards of proof to claims for such loss or damage.

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

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### **REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY**

**A. The following is added to Exclusion B.15. Insured Versus Insured of Section I – Real Estate Agents And Brokers Professional Liability Coverage:**

This exclusion shall not apply to "claims" between an "insured" and any "family member" who is also an "insured".

**B. Paragraph H. of Section VI – Conditions is replaced by the following:**

**H. Representations**

1. You represent that all information and statements contained in the Declarations and "application" are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
2. Any intentional:
  - a. Misrepresentation;
  - b. Omission;
  - c. Concealment; or
  - d. Misstatement of a material fact;in the Declarations, "application" or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

**C. Paragraphs 2. and 3. under K. Cancellation of Section VI – Conditions are replaced by the following:**

**2. Notice Of And Reasons For Cancellation**

- a. We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if:
    - (a) We cancel for nonpayment of premium;
    - (b) We cancel for substantial increase in hazard; or
    - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

- (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

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

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the Policy or in the presentation of a "claim" thereunder, or violation of any of the terms or conditions of the Policy; or
- (3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

**3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:**

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
- b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph B.3.a. or B.3.b. of this endorsement will be sufficient proof of notice.

**D. Paragraph 6. under K. Cancellation of Section VI – Conditions is deleted.**

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

**L. When We Do Not Renew**

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:
  - a. We have indicated a willingness to renew;
  - b. We refuse to renew due to nonpayment of premium;
  - c. You do not pay any advance premium required by us for renewal; or
  - d. Any property covered in this Policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

**F. Paragraph B.1. of Section VII – Extended Reporting Period** is replaced by the following:

**B.** An Additional Extended Reporting Period is available from us if:

1. This Policy is cancelled or not renewed for any reason.

**G.** The following is added to **Section VIII – Definitions:**

"Family member" means a person related to an "insured" person by blood, marriage or adoption who is a resident of an "insured" person's household. This includes a ward or foster child.