

FORMS – IMPLEMENTATION

SEPTEMBER 7, 2021

COMMERCIAL LINES

LI-CL-2021-039

INDIANA CANCELLATION AND NONRENEWAL FORMS REVISION FILED AND TO BE IMPLEMENTED

KEY MESSAGE

Forms filing CL-2021-OCAN1 to be implemented for December 1, 2021.

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

BACKGROUND

In circular [LI-AL-2021-011](#), we announced, in part, that, based on our initial review of Indiana P.L. 196-2021 (former H.B. 1405), we anticipated amending numerous forms across multiple lines of business to respond to the revised requirements addressing the delivery of cancellation and nonrenewal notices in Indiana.

ISO ACTION

In response to Indiana P.L. 196-2021 (former H.B. 1405), we have generally revised ISO Indiana endorsements in various commercial lines of business to remove references to "deliver" with respect to cancellation and nonrenewal notices sent by the insurer.

We have also:

- Revised CR 02 36 so that the replacement cancellation provisions apply to all underlying policies including the Employee Theft And Forgery and Governmental Employee Theft And Forgery Policy;
- Revised PR 02 10 to more closely align with the requirements of IND. CODE § 34-18-13-4;
- Revised HH 01 16 to more closely align with the requirements of IND. CODE § 27-1-31-2 through IND. CODE § 27-1-31-3;
- Made an editorial change to the instructional phrase of endorsement CG 29 25 Paragraph B. to reflect current ISO editorial standards;

- Further revised CG 29 26:
 - ◆ To more closely align with multistate coverage form CG 00 35 we have
 - Added the following text to paragraphs A.3.b.(1) and A.3.b.(2):
at the respective mailing addresses last known to us
 - Revised the cancellation provisions to reflect 60 days' notice.
 - ◆ We have also made an editorial change to the instructional phrase of Paragraph B. to reflect current ISO editorial standards.
- Submitted this revision to the Indiana Department of Insurance under ISO Filing Designation Number CL-2021-OCAN1.

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

INSURANCE DEPARTMENT ACTION

The Indiana Department of Insurance has acknowledged this revision as filed.

EFFECTIVE DATE

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

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

COMPANY ACTION

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

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

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

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number CL-2021-OCAN1, not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

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

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-2021-004](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 12-21 (or the earliest possible subsequent date), along with any new and/or revised forms.

REFERENCE(S)

- [LI-AL-2021-011](#) (05/18/2021) Indiana Former H.B. 1405 Regarding Policy Cancellation And Nonrenewal Provisions Under Review
- [LI-CL-2021-004](#) (02/17/2021) Revised Lead Time Requirements Listing

ATTACHMENT(S)

- Filing CL-2021-OCAN1
- Final copies of all endorsements revised in filing CL-2021-OCAN1

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Indiana Cancellation and Nonrenewal Forms Revision

Applicable Lines of Business

This filing applies to the following lines of business:

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

This filing revises Indiana Cancellation and Nonrenewal endorsements under various Commercial Lines in response to Indiana P.L. 196-2021 (Former H.B. 1405), which becomes effective July 1, 2021.

Revised Forms

We are revising the following forms:

- ◆ AG 01 16 11 17 – Indiana Changes
- ◆ BP 01 35 11 17 – Indiana Changes
- ◆ BP 39 01 04 20 – Indiana Changes – Micro-Businessowners
- ◆ CG 29 25 10 00 - Indiana Changes - Cancellation and Nonrenewal
- ◆ CG 29 26 10 00 - Indiana Changes - Cancellation and Nonrenewal
- ◆ CG 30 23 10 00 - Indiana Changes - Cancellation and Nonrenewal
- ◆ CG 31 91 12 04 - Indiana Changes
- ◆ CR 02 36 10 10 - Indiana Changes
- ◆ CX 02 17 09 08 - Indiana Changes - Cancellation and Nonrenewal
- ◆ CY 02 43 11 21 - Indiana Changes*
- ◆ FC 01 13 07 18 - Indiana Changes
- ◆ FE 02 12 10 06 – Indiana Changes - Cancellation and Nonrenewal
- ◆ FI 02 13 12 19 - Indiana Changes
- ◆ FI 03 17 01 10 - Indiana Changes
- ◆ FI 04 18 09 12 - Indiana Changes
- ◆ FI 05 52 12 19 - Indiana Changes
- ◆ FI 08 52 12 19 - Indiana Changes
- ◆ HH 01 16 06 18 - Indiana Changes
- ◆ IA 01 15 03 14 - Indiana Changes
- ◆ IL 02 72 09 07 – Indiana Changes – Cancellation And Nonrenewal
- ◆ LW 01 14 03 11 - Indiana Changes
- ◆ MI 01 15 06 17 - Indiana Changes

- ◆ ML 15 15 01 19 - Indiana Changes
- ◆ MP 02 72 10 06 - Indiana Changes - Cancellation and Nonrenewal
- ◆ PR 02 10 09 08 - Indiana Changes - Cancellation and Nonrenewal
- ◆ RE 01 15 01 14 - Indiana 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 11 21 editions. Concurrent with implementation, the 11 21 editions will supersede the prior editions. * CY 02 43 will have a 12 21 edition date due to a prior filing having an 11 21 edition date.

Background

- ◆ Indiana P.L. 196-2021 (Former H.B. 1405), revises, in part, various sections of Indiana Code to change wording addressing the manner of delivery of notices of cancellation and nonrenewal (CNR) of certain property and casualty policies by insurers.

For IND. CODE § 27-1-31-2 through IND. CODE § 27-1-31-3, which generally address CNR of commercial property and casualty insurance, other than certain auto and medical malpractice insurance, the law generally replaces the word "provide", and its variants, with the word "mail", and its variants, as reflected in the following excerpt of IND. CODE § 27-1-31-2 Sec. 2. (b):

An insurer shall ~~provide~~mail a written notice of cancellation to a person insured under a policy issued by the insurer at least....

and IND. CODE § 27-1-31-3 Sec. 3. (a) states, in regard to nonrenewal:

If an insurer refuses to renew a policy of insurance written by the insurer, the insurer shall ~~provide~~mail written notice of nonrenewal to the insured....

- ◆ Additionally, the following unrevised sections of the Indiana Code, in part, address cancellation of policies of medical malpractice liability insurance:
 - IND. CODE § 27-1-31-1 (a) and (b) (2) (a) provide, in part:
 - (a) Except as provided in subsection (b), this chapter applies to all lines of commercial property and casualty insurance.*
 - (b) (2) (A) This chapter... does not affect requirements applying to... the cancellation of medical malpractice insurance policies under IC 34-18-13-4...*
 - IND. CODE § 34-18-13-2 provides:

The filing of proof of financial responsibility with the commissioner constitutes, on the part of the insurer, a conclusive and unqualified acceptance of this article.

- IND. CODE § 34-18-4-1 provides, in part:

Financial responsibility of a health care provider ...may be established under subdivision (1), (2), or (3):

(1) By the health care provider's insurance carrier filing with the commissioner proof that the health care provider is insured by a policy of malpractice liability insurance at least the amount specified in IC 34-18-14-3(b) per occurrence and three (3) times that amount in the annual aggregate....

- IND. CODE § 34-18-13-4 provides, in part:

(2) A termination of this policy by cancellation initiated by the insurance company is not effective for patients claiming against the insured covered by the policy, unless at least thirty (30) days before the taking effect of the cancellation, a written notice giving the date upon which termination becomes effective has been received by the insured and the commissioner at their offices.

(3) A termination of this policy by cancellation initiated by the insured is not effective for patients claiming against the insured covered by the policy, unless at least thirty (30) days before the taking effect of the cancellation, a written notice giving the date upon which termination becomes effective has been received by the commissioner at the commissioner's office.

- ◆ Multistate Home Healthcare Liability Coverage Form HH 00 01 generally provides General Liability coverage under Coverage **A** and Professional Liability coverage under Coverage **B**, for Home Healthcare risks.

Paragraph B. of Section IV - Limits of Insurance provides, in part:

The General Policy Aggregate Limit is the most we will pay for the sum of:

- 1. Medical expenses under Coverage A;*
- 2. Damages because of "bodily injury", "property damage" and "personal and advertising injury" under Coverage A; and*
- 3. Damages because of injury under Coverage B.*

Explanation of Changes

In response to Indiana P.L. 196-2021 (Former H.B. 1405), we are revising the above-mentioned endorsements to remove references to "deliver" with respect to cancellation and nonrenewal notices sent by the insurer.

In addition for the Crime and Fidelity line of business, we are revising CR 02 36 so that the replacement cancellation provisions apply to all underlying policies including the Employee Theft And Forgery and Governmental Employee Theft And Forgery Policy.

Further, we are revising PR 02 10 and HH 01 16 to further align these endorsements with Indiana Code provisions addressing cancellation and nonrenewal of commercial property and casualty policies and medical malpractice liability policies:'

- ◆ We have revised PR 02 10 to more closely align with the requirements of IND. CODE § 34-18-13-4; and
- ◆ We have revised HH 01 16 to more closely align with the requirements of IND. CODE § 27-1-31-2 through IND. CODE § 27-1-31-3.

We have also made additional changes to two of the commercial general liability endorsements:

- ◆ We have made an editorial change to the instructional phrase of endorsement CG 29 25 Paragraph B. to reflect current ISO editorial standards.
- ◆ CG 29 26:
 - To more closely align with multistate coverage form CG 00 35 we have
 - ◇ Added the following text to paragraphs A.3.b.(1) and A.3.b.(2):
at the respective mailing addresses last known to us
 - ◇ Revised the cancellation provisions to reflect 60 days' notice.
 - We have also made an editorial change to the instructional phrase of Paragraph B. to reflect current ISO editorial standards.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

- A. The Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

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

Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

2. Fraud

committed by an insured at any time and relating to a claim under this policy.

This Condition will not apply to an "innocent coinsured" when the requirements of Paragraphs **C., D., E. and F.** of this endorsement apply.

- C. Paragraph B. of this endorsement and the Intentional Loss Exclusion** do not apply when a claim is made by an "innocent coinsured" for coverage for property loss or damage, provided:

1. The property loss or damage occurs to the primary residence of the "innocent coinsured"; and
2. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.

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

1. Any payment made pursuant to Paragraph **C.** will be for:
 - a. The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or
 - b. The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.
2. Any payment made pursuant to Paragraph **C.** is limited to the following:

- a. An "innocent coinsured's" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.

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- b. We will not pay another coinsured for any part of the claim for which we have already paid to an "innocent coinsured".
- c. We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs **E.1.a.** or **b.**

E. As used in this endorsement, "innocent coinsured" is an insured who:

- 1. Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:

Is an insured and:

- a. Died in connection with the circumstances that caused the property loss or damage; or
- b. Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;

- 2. Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and
- 3. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.

F. As used in this endorsement, "final settlement" is a determination:

- 1. Of the amount owed by us to an "innocent coinsured" under the policy for property loss or damage to the "innocent coinsured's" primary residence; and
- 2. Made by:
 - a. Acceptance of a proof of loss by us;
 - b. Execution of a release by the "innocent coinsured";
 - c. Acceptance of an arbitration award by the "innocent coinsured" and us; or
 - d. Judgment of a court of competent jurisdiction.

However, "final settlement" does not apply to loss or damage related to contents, personal property, or another claim that is not covered under this policy.

G. ~~Paragraph~~ Paragraphs 2., 3. and 6. of the **Cancellation** Common Policy Condition ~~is~~are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
 - (a) There has been a substantial change in the scale of risk covered by this policy;
 - (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

H. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section II – Liability is amended as follows:

1. The following is added to Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition:

- e. Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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

1. Paragraphs **A.2., 3. and 6. Cancellation** ~~is~~are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this policy;
 - (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

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

C. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud committed by an insured at any time and relating to a claim under this policy.

3. Paragraph **2.** does not apply when a claim is made by an "innocent coinsured" for coverage for property loss or damage, provided:

- a. The property loss or damage occurs to the primary residence of the "innocent coinsured" as covered under the policy; and
 - b. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.

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

a. Any payment made pursuant to Paragraph 3. will be for:

- (1) The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or
- (2) The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.

b. Any payment made pursuant to Paragraph 3. is limited to the following:

- (1) An "innocent coinsured's" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.
- (2) We will not pay another coinsured for any part of the loss or damage for which we have already paid to an "innocent coinsured".
- (3) We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs 5.a.(1) or (2).

5. As used in this endorsement, "innocent coinsured" is an insured who:

a. Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:

Is an insured and:

- (1) Died in connection with the circumstances that caused the property loss or damage; or
- (2) Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;

b. Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and

c. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.

6. As used in this endorsement, "final settlement" is a determination:

a. Of the amount owed by us to an "innocent coinsured" under the policy for property loss or damage to the "innocent coinsured's" primary residence; and

b. Made by:

- (1) Acceptance of a proof of loss by us;
- (2) Execution of a release by the "innocent coinsured";
- (3) Acceptance of an arbitration award by the "innocent coinsured" and us; or
- (4) Judgment of a court of competent jurisdiction.

However, "final settlement" does not apply to loss or damage related to contents, personal property, or another loss that is not covered under this policy.

7. Paragraph **K.1. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

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The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

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

M. Nonrenewal

- 1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
- 2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~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.

INDIANA CHANGES – MICRO-BUSINESSOWNERS

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM

A. Section II – Liability is amended as follows:

1. The following is added to Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition:

- e. Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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

1. Paragraphs **A.2., 3. and 6. Cancellation** ~~is~~are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this Policy;
- (b) Reinsurance of the risk associated with this Policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

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

C. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
 2. Fraud;
- committed by an insured at any time and relating to a claim under this Policy.

3. Paragraph **K.1. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

1. Applicable to Micro-businessowners Property Coverage:

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

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

M. Nonrenewal

1. If we elect not to renew this Policy, we will ~~mail or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before the expiration date of this Policy.
2. We will ~~mail or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~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.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE COVERAGE PART

A. Paragraphs **2.b.**, **2.c.** and **2.f.** of the **Cancellation** Condition is replaced by the following:

2. Cancellation

b. If this policy has been in effect for:

(1) 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured and the "contractor" written notice of cancellation at least:

(a) 10 days before the effective date of cancellation if we cancel for non-payment of premium;

(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

(c) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured and the "contractor" written notice of cancellation at least:

(a) 10 days before the effective date of cancellation if we cancel for non-payment of premium;

(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

(c) 45 days before the effective date of cancellation if:

(1) There has been a substantial change in the scale of risk covered by this policy;

(2) Reinsurance of the risk associated with this policy has been cancelled; or

(3) You have failed to comply with reasonable safety recommendations.

c. We will mail our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

B. ~~The following is added and supersedes any provision to the contrary~~ Paragraph 13. of Section IV – Conditions is replaced by the following:-

NONRENEWAL

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured and the "contractor" written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy if the policy is written for a term of more than one year.

2. We will mail ~~or deliver~~ our notice to the first Named Insured's and the contractor's last mailing address known to us. ~~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.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. Paragraphs **3.b.** and **3.e.** of the **Cancellation** Condition is ~~are~~ replaced by the following:

3. Cancellation

- b. If this policy has been in effect for:

- (1) 90 days or less, we may cancel this policy by mailing ~~or 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 at least:

- ~~(a) 1060 days before the effective date of cancellation, if we cancel for nonpayment of premium;~~

- ~~(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;~~

- ~~(c) 30 days before the effective date of cancellation if we cancel for any other reason.~~

- (2) More than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or 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 at least:

- ~~(a) 1060 days before the effective date of cancellation if:~~

- ~~(a) we~~ We cancel for nonpayment of premium;

- ~~(b) 20 days before the effective date of cancellation if you~~ You have perpetrated a fraud or material misrepresentation on us;

- ~~(c) 45 days before the effective date of cancellation if:~~

- ~~(1)~~ There has been a substantial change in the scale of risk covered by this policy;

- ~~(2d)~~ Reinsurance of the risk associated with this policy has been cancelled; or

- ~~(3e)~~ You have failed to comply with reasonable safety recommendations.

- ~~e. Proof of mailing will be sufficient proof of notice.~~

- B. The following is added and supersedes any provisions to the contrary Paragraph **A.9. of Section IV – Conditions** is replaced by the following:

NONRENEWAL

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations written notice of nonrenewal at least 45 days before:

- a. The expiration date of this policy, if the policy is written for a term of one year or less; or

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

2. We will mail ~~or deliver~~ our notice to the last mailing addresses known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

UNDERGROUND STORAGE TANK POLICY

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

10. Cancellation

- a. The first Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. If this policy has been in effect for 90 days or less, we may cancel this policy by sending by certified mail, ~~or delivering~~, to you a written notice at your last mailing address known to us.

Cancellation will be effective:

- (1) 10 days after you receive notice of cancellation if we cancel for nonpayment of premium;
- (2) 20 days after you receive notice of cancellation if we cancel for fraud or material misrepresentation by you; or
- (3) 60 days after you receive notice of cancellation if we cancel for any other reason,

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

- c. If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy:

- (1) Only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) You have perpetrated a fraud or material misrepresentation on us;
 - (c) There has been a substantial change in the scale of risk covered by this policy;
 - (d) Reinsurance of the risk associated with this policy has been cancelled; or
 - (e) You have failed to comply with reasonable safety recommendations; and

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

Cancellation will be effective:

- (a) 10 days after you receive notice of cancellation if we cancel for nonpayment of premium;
- (b) 20 days after you receive notice of cancellation if we cancel for fraud or material misrepresentation by you; or
- (c) 60 days after you receive notice of cancellation if we cancel for any other permissible reason,

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

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

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 at least 60 days before:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

ELECTRONIC LIABILITY DATA COVERAGE PART PRODUCT WITHDRAWAL COVERAGE PART

A. The following Condition is added to the policy:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

B. Paragraphs 2., 3. and 6. of the **Cancellation Common Policy Condition ~~is~~ are replaced by the following:**

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this policy;
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:

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

2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA 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

~~Paragraphs A. and B. apply only to the Commercial Crime Policy, Government Crime Policy and Kidnap/Ransom And Extortion Policy.~~

A. Paragraphs (2), (3) and (6) of the Cancellation Of Policy Condition is/are replaced by the following:

(2) Cancellation Of Policies In Effect

(a) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (ii) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (iii) 30 days before the effective date of cancellation if we cancel for any other reason.

(b) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (ii) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (iii) 45 days before the effective date of cancellation if:

- i. There has been a substantial change in the scale of risk covered by this policy; or
- ii. Reinsurance of the risk associated with this policy has been cancelled; or
- iii. You have failed to comply with reasonable safety recommendations.

(3) We will mail our notice to the first Named Insured's last mailing address known to us.

(6) Proof of mailing will be sufficient proof of notice.

B. 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 deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

C. The **Transfer Of Your Rights Of Recovery Against Others To Us** Condition is replaced by the following:

Transfer Of Your Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraphs 5.b., 5.c. and 5.f. of the **Cancellation** Provision of **Section III – Conditions** is replaced by the following:

b. Cancellation Of Policies In Effect:

(1) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (c) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(c) 45 days before the effective date of cancellation if:

- (i) There has been a substantial change in the scale of risk covered by this policy;
- (ii) Reinsurance of the risk associated with this policy has been cancelled; or
- (iii) You have failed to comply with reasonable safety recommendations.

c. We will mail our notice to the first Named Insured's last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

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

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:

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

2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY
INFORMATION SECURITY PROTECTION CYBER POLICY

- A. Paragraphs b., c. and f. of 1. **Cancellation** under Paragraph C. **Cancellation And Nonrenewal** of Section VIII – **Conditions** ~~is~~are replaced by the following:

b. Cancellation Of Policies In Effect

(1) 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing ~~or delivering~~ to the "named insured" written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on us; or
- (c) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the "named insured" written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on us; or
- (c) 45 days before the effective date of cancellation if:
 - (i) There has been a substantial change in the scale of risk covered by this Policy;
 - (ii) Reinsurance of the risk associated with this Policy has been canceled; or
 - (iii) The "named insured" has failed to comply with reasonable safety recommendations.

c. We will mail our notice to the "named insured's" last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

- B. Paragraph 2. **Nonrenewal** under Paragraph C. **Cancellation And Nonrenewal** of Section VIII – **Conditions** is replaced by the following:

2. Nonrenewal

- a. If we elect not to renew this Policy, we will mail ~~or deliver~~ to the "named insured" written notice of nonrenewal at least 45 days before:

- (1) The expiration date of this Policy, if the Policy is written for a term of one year or less; or
- (2) The anniversary date of this Policy, if the Policy is written for a term of more than one year.

- b. We will mail ~~or deliver~~ our notice to the "named insured's" last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

- C. The following is added to Paragraph K. **Reporting, Notice And Duties In The Event Of A Cyber Incident, Cyber Extortion Event, Information Security Breach Or Interruption** and Paragraph L. **Reporting, Notice And Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim** of Section VIII – **Conditions**:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL FLOOD POLICY

A. The Transfer Of Rights Of Recovery Against Others To Us Condition is replaced by the following:

9. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss.
- b. After a loss only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

This will not restrict your insurance.

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

1. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

- a. Concealment or misrepresentation of a material fact; or
 - b. Fraud;
- committed by an insured at any time and relating to a claim under this Policy.

C. Paragraphs b., c. and f. of the Cancellation Condition are replaced by the following:

b. We may cancel this Policy by mailing to the first Named Insured 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 permissible under applicable law.

c. We will mail our notice to the first Named Insured's last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

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

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons, subject to all other provisions of the Cancellation Condition:

- 1. Nonpayment of premium;
- 2. You have perpetrated a fraud or material misrepresentation on us;
- 3. There has been a substantial change in the scale of risk covered by this Policy;
- 4. Reinsurance of the risk associated with this Policy has been cancelled; or
- 5. You have failed to comply with reasonable safety recommendations.

DE. Paragraph a. of the **Nonrenewal** Condition is replaced by the following:

11. Nonrenewal

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

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b. We will mail our notice to the first Named Insured's last mailing address known to us.

c. Proof of mailing will be sufficient proof of notice.

F. Paragraph **g.** of the **Mortgageholders** Condition ~~is~~are replaced by the following:

If we decide not to renew this Policy, for any reason permissible under applicable law, we will mail ~~or deliver~~ written notice of nonrenewal to the first Named Insured and mortgageholder at least 45 days before:

1. The expiration date of this Policy, if the Policy is written for a term of one year or less; or
2. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

FARM EXCESS LIABILITY POLICY

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

b. Cancellation Of Policies In Effect

(1) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (c) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(c) 45 days before the effective date of cancellation if:

- (i) There has been a substantial change in the scale of risk covered by this policy;
- (ii) Reinsurance of the risk associated with this policy has been cancelled; or
- (iii) You have failed to comply with reasonable safety recommendations.

c. We will mail our notice to the first Named Insured's last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:

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

2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA 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), (3) and (6) of the **Policy Cancellation Or Termination** Condition ~~is~~are replaced by the following:

(2) Cancellation Of Policies In Effect

(a) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (ii) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (iii) 30 days before the effective date of cancellation if we cancel for any other reason.

(b) More Than 90 Days

If this policy has been in effect for more than 90 days or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (ii) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (iii) 45 days before the effective date of cancellation if:

- i. There has been a substantial change in the scale of risk covered by this policy; or
- ii. Reinsurance of the risk associated with this policy has been cancelled; or
- iii. You have failed to comply with reasonable safety recommendations.

(3) We will mail our notice to the first Named Insured's last mailing address known to us.

(6) Proof of mailing will be sufficient proof of notice.

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

Nonrenewal

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

C. Paragraph b. of the **Assignment – Subrogation – Recovery** Condition is replaced by the following:

- b. If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION CRIME POLICY FOR INVESTMENT COMPANIES

A. The following is added to Paragraphs **a.(2)** and **(5)** of the **Policy Cancellation Or Termination** Condition are replaced by the following:

(2) We may cancel this policy:

(a) If the first Named Insured "investment company" is the sole Insured, by mailing to the first Named Insured and to the Securities and Exchange Commission, Washington, D.C., advance written notice of cancellation at least 60 days before the effective date of such cancellation; or

(b) If more than one Insured is named in the Declarations, by mailing to the first Named Insured, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., advance written notice of cancellation at least 60 days before the effective date of such cancellation.

(c) **Cancellation Of Policies In Effect For More Than 90 Days**

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., written notice of cancellation at least 60 days before the effective date of cancellation:

- (i) Nonpayment of premium;
- (ii) If you have perpetrated a fraud or material misrepresentation on us;
- (iii) There has been a substantial change in the scale of risk covered by this policy;

(iv) Reinsurance of the risk associated with this policy has been cancelled; or

(v) You have failed to comply with reasonable safety recommendations.

(5) Proof of mailing will be sufficient proof of notice.

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

Nonrenewal

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., written notice of nonrenewal at least 60 days before:

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

C. Paragraph **b.** of the **Assignment – Subrogation – Recovery** Condition is replaced by the following:

b. If any Insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION CRIME POLICY FOR CREDIT UNIONS

A. Paragraphs a.(2), (3) and (6) of the **Policy Cancellation Or Termination** Condition ~~is~~are replaced by the following:

(2) Cancellation Of Policies In Effect

(a) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (i) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium;
- (ii) 20 days before the effective date of cancellation, if you have perpetrated a fraud or material misrepresentation on us; or
- (iii) 30 days before the effective date of cancellation, if we cancel for any other reason.

(b) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (i) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium;
- (ii) 20 days before the effective date of cancellation, if you have perpetrated a fraud or material misrepresentation on us; or

(iii) 45 days before the effective date of cancellation, if:

- i. There has been a substantial change in the scale of risk covered by this policy;
- ii. Reinsurance of the risk associated with this policy has been cancelled; or
- iii. You have failed to comply with reasonable safety recommendations.

(3) We will mail our notice to the first Named Insured's last mailing address known to us.

(6) Proof of mailing will be sufficient proof of notice.

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

Nonrenewal

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.
3. 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.

C. Paragraph b. of the **Assignment – Subrogation – Recovery** Condition is replaced by the following:

- b. If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

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THIS ENDORSEMENT CHANGES THE BOND. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

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

A. Paragraphs 1.b., c, and f. of the **Cancellation Or Termination** Condition is~~are~~ replaced by the following:

b. Cancellation Of Bond In Effect

(1) 90 Days Or Less

If this Bond has been in effect for 90 days or less, the Company may cancel this Bond by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on the Company; or
- (c) 30 days before the effective date of cancellation if the Company cancels for any other reason.

(2) More Than 90 Days

If this Bond has been in effect for more than 90 days or is a renewal of a Bond the Company issued, the Company may cancel this Bond, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on the Company; or
- (c) 45 days before the effective date of cancellation if:
 - (i) There has been a substantial change in the scale of risk covered by this Bond; or
 - (ii) Reinsurance of the risk associated with this Bond has been cancelled; or
 - (iii) The Insured has failed to comply with reasonable safety recommendations.

c. The Company will mail its notice of cancellation to the first Named Insured's last mailing address known to the Company.

f. Proof of mailing will be sufficient proof of notice.

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

Nonrenewal

1. If the Company elects not to renew this Bond, the Company will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this Bond, if the Bond is written for a term of one year or less; or
 - b. The anniversary date of this Bond, if the Bond is written for a term of more than one year.
2. The Company will mail ~~or deliver~~ its notice to the first Named Insured's last mailing address known to the Company. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

C. Paragraph 2. of the **Assignment – Subrogation – Recovery** Condition is replaced by the following:

2. If any insured to or for whom the Company makes payment under this Bond has rights to recover damages from another, those rights are transferred to the Company to the extent of the Company's payment. The Company's right to recover damages from another may be enforced even if the person or organization to or for whom the Company makes payment has not been fully compensated for damages.

The person or organization to or for whom the Company makes payment must do everything necessary to secure the Company's rights and must do nothing after loss to impair them.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION COMPUTER CRIME POLICY
FINANCIAL INSTITUTION KIDNAP AND RANSOM POLICY

A. Paragraphs 1.b., c. and f. of the **Cancellation Or Termination** Condition ~~is~~are replaced by the following:

b. Cancellation Of Policies In Effect

(1) 90 Days Or Less

If this Policy has been in effect for 90 days or less, the Company may cancel this Policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on the Company; or
- (c) 30 days before the effective date of cancellation if the Company cancels for any other reason.

(2) More Than 90 Days

If this Policy has been in effect for more than 90 days or is a renewal of a policy the Company issued, the Company may cancel this Policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on the Company; or
- (c) 45 days before the effective date of cancellation if:
 - (i) There has been a substantial change in the scale of risk covered by this Policy; or
 - (ii) Reinsurance of the risk associated with this Policy has been cancelled; or
 - (iii) The Insured has failed to comply with reasonable safety recommendations.

c. The Company will mail its notice of cancellation to the first Named Insured's last mailing address known to the Company.

f. Proof of mailing will be sufficient proof of notice.

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

Nonrenewal

- 1. If the Company elects not to renew this Policy, the Company will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this Policy, if the Policy is written for a term of one year or less; or
 - b. The anniversary date of this Policy, if the Policy is written for a term of more than one year.
- 2. The Company will mail ~~or deliver~~ the Company's notice to the first Named Insured's last mailing address known to the Company. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

C. Paragraph 2. of the **Assignment – Subrogation – Recovery** Condition is replaced by the following:

2. If any insured to or for whom the Company makes payment under this Policy has rights to recover damages from another, those rights are transferred to the Company to the extent of the Company's payment. The Company's right to recover damages from another may be enforced even if the person or organization to or for whom the Company makes payment has not been fully compensated for damages.

The person or organization to or for whom the Company makes payment must do everything necessary to secure the Company's rights and must do nothing after loss to impair them.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

HOME HEALTHCARE COVERAGE PART

- A.** The following is added to Subparagraph 1. **Workers' Compensation And Similar Laws** of Paragraph **C. Applicable To Coverage A – General Liability And Coverage B – Professional Liability** under **Section II – Exclusions**:

This exclusion also applies to any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

- B.** Paragraphs **I.2., I.3. and I.6.** of the **Cancellation Condition** under **Section V – Conditions** is are replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation ~~to be received at least 30 days before the effective date of cancellation.~~

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. For More Than 90 Days

If this Policy has been in effect more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation ~~to be received at least:~~

(1) 30-10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 30-20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this Policy;

(b) Reinsurance of the risk associated with this Policy has been cancelled 30 days before the effective date of cancellation if we cancel for any other reason; or

(c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

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

G. When We Do Not Renew

1. If we elect not to renew this Policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this Policy, if the Policy is written for a term of one year or less; or

b. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added under Section V – Conditions:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs 2., 3. and 6. under **K. Cancellation** of **Section VI – Conditions** ~~is~~are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing ~~or delivering~~ to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this Policy;
- (b) Reinsurance of the risk associated with this Policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first "named insured's" last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. 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 deliver~~ to the first "named insured" written notice of nonrenewal at least 45 days before:

- a. The expiration date of this Policy, if the Policy is written for a term of one year or less; or
- b. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

2. We will mail ~~or deliver~~ our notice to the first "named insured's" last mailing address known to us. ~~If notice is mailed,~~ Proof of mailing will be sufficient proof of notice.

C. The following is added to **Section VI – Conditions**:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraphs 2., 3. and 6. of the Cancellation Common Policy Condition is ~~are~~ replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 45 days before the effective date of cancellation if:
 - (a)** There has been a substantial change in the scale of risk covered by this policy;

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWALNonrenewal

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, proof~~ Proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs L.2., L.3. and L.6. of **Section VI – Conditions** is are replaced by the following:

L. Cancellation

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this policy;
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first "named insured's" last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. 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 deliver~~ to the first "named insured" written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail ~~or deliver~~ our notice to the first "named insured's" last mailing address known to us. ~~If notice is mailed,~~ Proof of mailing will be sufficient proof of notice.

C. The following is added to **Section VI – Conditions**:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

A. Paragraph V. under **Section VIII – Exclusions** is replaced by the following:

V. Workers' Compensation And Similar Laws

An "insured's" obligation under a workers' compensation, disability benefits or unemployment compensation law, or any similar law, including any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

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

b. Policies In Effect:

(1) 90 Days Or Less

If this Policy has been in effect for 90 days or less, "we" may cancel this Policy by mailing or ~~delivering~~ to the "named insured" written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if "we" cancel for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on "us"; or
- (c) 30 days before the effective date of cancellation if "we" cancel for any other reason.

(2) More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy "we" issued, "we" may cancel this Policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the "named insured" written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if "we" cancel for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on "us"; or
- (c) 45 days before the effective date of cancellation if:
 - (i) There has been a substantial change in the scale of risk covered by this Policy;
 - (ii) Reinsurance of the risk associated with this Policy has been cancelled; or
 - (iii) The "named insured" has failed to comply with reasonable safety recommendations.

c. "We" will mail "our" notice to the "named insured's" last mailing address known to "us".

f. Proof of mailing will be sufficient proof of notice.

C. 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 deliver~~ to the "named insured" written notice of nonrenewal at least 45 days before:

- (1) The expiration date of this Policy, if the Policy is written for a term of one year or less; or
- (2) The anniversary date of this Policy, if the Policy is written for a term of more than one year.

b. "We" will mail or deliver "our" notice to the "named insured's" last mailing address known to "us". If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to Section IX – Conditions:

Notice given by or on behalf of the "insured" to any of "our" authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to "us".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

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

- A. Paragraph H. under **Section IV – Exclusions** of the Employment-related Practices Liability Coverage Form is replaced by the following:

H. Workers' Compensation And Similar Laws

Based upon, arising out of or attributable to an "insured's" obligation under a workers' compensation, disability benefits or unemployment compensation law, or any similar law, including any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements. This exclusion shall not apply to a "claim" for "retaliation".

- B. Paragraph I. under **Section III – Exclusions** of the Fiduciary Liability Coverage Form is replaced by the following:

I. Workers' Compensation And Similar Laws

Based upon, arising out of or attributable to an "insured's" obligation under a workers' compensation, disability benefits or unemployment compensation law, or any similar law, including any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements. This exclusion shall not apply to "wrongful acts" in connection with the Consolidated Omnibus Budget Reconciliation Act of 1985, the Health Insurance Portability Act of 1986 or any similar foreign, federal, state or local statute, rule or regulation.

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

b. Policies In Effect:

(1) 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing ~~or delivering~~ to the "named insured" written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on us; or
- (c) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the "named insured" written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b) 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on us; or
- (c) 45 days before the effective date of cancellation if:
 - (i) There has been a substantial change in the scale of risk covered by this Policy;
 - (ii) Reinsurance of the risk associated with this Policy has been cancelled; or
 - (iii) The "named insured" has failed to comply with reasonable safety recommendations.

c. We will mail our notice to the "named insured's" last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

D. 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 deliver~~ to the "named insured" written notice of nonrenewal at least 45 days before:

(1) The expiration date of this Policy, if the Policy is written for a term of one year or less; or

(2) The anniversary date of this Policy, if the Policy is written for a term of more than one year.

b. We will mail ~~or deliver~~ our notice to the "named insured's" last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

E. The following is added to **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA 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., 3. and 6. of the **Cancellation** Common Policy Condition ~~is~~are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing ~~or delivering~~ to the Named Organization written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the Named Organization written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this policy;
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the Named Organization's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary:

NONRENEWAL-Nonrenewal

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the Named Organization written notice of nonrenewal at least 45 days before:

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

2. We will mail ~~or deliver~~ our notice to the Named Organization's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs 1., 2. and 3. of the **Cancellation** Common Policy Condition ~~is~~ are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to:

a. The Insurance Commissioner of the Indiana Department of Insurance written notice of cancellation to be received at the Commissioner's office at least 30 days before the effective date of cancellation; and

b. Us advance written notice of cancellation.

2. POLICIES IN EFFECT

a. For 90 Days Or Less

~~If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured and the Insurance Commissioner of the Indiana Department of Insurance written notice of cancellation to be received at least 30 days before the effective date of cancellation.~~

b. For More Than 90 Days

~~If this policy has been in effect more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons below, by mailing or delivering to the first Named Insured written notice of cancellation to be received at least:~~

~~(1) 30 days before the effective date of cancellation if we cancel for nonpayment of premium;~~

~~(2) 30 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or~~

~~(3) 45 days before the effective date of cancellation if:~~

~~(a) There has been a substantial change in the scale of risk covered by this policy;~~

~~(b) Reinsurance of the risk associated with this policy has been cancelled 30 days before the effective date of cancellation if we cancel for any other reason; or~~

~~(c) You have failed to comply with reasonable safety recommendations.~~

3. We will mail or deliver our notice to:

a. The first Named Insured's last mailing address known to us; and

b. The Insurance Commissioner of the Indiana Department of Insurance at the Commissioner's office.

B. Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.

BC. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL~~Nonrenewal~~

1. If we elect not to renew this policy, we will mail ~~or deliver~~ to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail ~~or deliver~~ our notice to the first Named Insured's last mailing address known to us. ~~If notice is mailed, p~~Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs 2., 3. and 6. under **K. Cancellation** of **Section VI – Conditions** ~~is~~are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing ~~or delivering~~ to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing ~~or delivering~~ to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this Policy;
- (b) Reinsurance of the risk associated with this Policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first "named insured's" last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. 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 deliver~~ to the first "named insured" written notice of nonrenewal at least 45 days before:

- a. The expiration date of this Policy, if the Policy is written for a term of one year or less; or
- b. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

2. We will mail ~~or deliver~~ our notice to the first "named insured's" last mailing address known to us. ~~If notice is mailed,~~ Proof of mailing will be sufficient proof of notice.

C. The following is added to **Section VI – Conditions**:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

- A. The Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

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

Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

2. Fraud

committed by an insured at any time and relating to a claim under this policy.

This Condition will not apply to an "innocent coinsured" when the requirements of Paragraphs **C., D., E. and F.** of this endorsement apply.

- C. Paragraph B. of this endorsement and the Intentional Loss Exclusion** do not apply when a claim is made by an "innocent coinsured" for coverage for property loss or damage, provided:

1. The property loss or damage occurs to the primary residence of the "innocent coinsured"; and
2. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.

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

1. Any payment made pursuant to Paragraph **C.** will be for:
 - a. The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or
 - b. The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.
2. Any payment made pursuant to Paragraph **C.** is limited to the following:
 - a. An "innocent coinsured's" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.

- b. We will not pay another coinsured for any part of the claim for which we have already paid to an "innocent coinsured".
 - c. We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs **E.1.a.** or **b.**
- E. As used in this endorsement, "innocent coinsured" is an insured who:
 - 1. Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:

Is an insured and:

 - a. Died in connection with the circumstances that caused the property loss or damage; or
 - b. Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;
 - 2. Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and
 - 3. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.
- F. As used in this endorsement, "final settlement" is a determination:
 - 1. Of the amount owed by us to an "innocent coinsured" under the policy for property loss or damage to the "innocent coinsured's" primary residence; and
 - 2. Made by:
 - a. Acceptance of a proof of loss by us;
 - b. Execution of a release by the "innocent coinsured";
 - c. Acceptance of an arbitration award by the "innocent coinsured" and us; or
 - d. Judgment of a court of competent jurisdiction.

However, "final settlement" does not apply to loss or damage related to contents, personal property, or another claim that is not covered under this policy.

- G. Paragraphs **2.**, **3.** and **6.** of the **Cancellation Common Policy Condition** are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
 - (a) There has been a substantial change in the scale of risk covered by this policy;
 - (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.

- 3. We will mail our notice to the first Named Insured's last mailing address known to us.
- 6. Proof of mailing will be sufficient proof of notice.

H. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section II – Liability is amended as follows:

1. The following is added to Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition:

- e. Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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

1. Paragraphs **A.2.**, **3.** and **6. Cancellation** are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this policy;
 - (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

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

C. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud

committed by an insured at any time and relating to a claim under this policy.

3. Paragraph **2.** does not apply when a claim is made by an "innocent coinsured" for coverage for property loss or damage, provided:

- a. The property loss or damage occurs to the primary residence of the "innocent coinsured" as covered under the policy; and
 - b. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.

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

a. Any payment made pursuant to Paragraph 3. will be for:

- (1) The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or
- (2) The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.

b. Any payment made pursuant to Paragraph 3. is limited to the following:

- (1) An "innocent coinsured's" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.
- (2) We will not pay another coinsured for any part of the loss or damage for which we have already paid to an "innocent coinsured".
- (3) We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs 5.a.(1) or (2).

5. As used in this endorsement, "innocent coinsured" is an insured who:

a. Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:

Is an insured and:

- (1) Died in connection with the circumstances that caused the property loss or damage; or
- (2) Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;

b. Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and

c. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.

6. As used in this endorsement, "final settlement" is a determination:

a. Of the amount owed by us to an "innocent coinsured" under the policy for property loss or damage to the "innocent coinsured's" primary residence; and

b. Made by:

- (1) Acceptance of a proof of loss by us;
- (2) Execution of a release by the "innocent coinsured";
- (3) Acceptance of an arbitration award by the "innocent coinsured" and us; or
- (4) Judgment of a court of competent jurisdiction.

However, "final settlement" does not apply to loss or damage related to contents, personal property, or another loss that is not covered under this policy.

7. Paragraph **K.1. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

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

M. Nonrenewal

- 1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
- 2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – MICRO-BUSINESSOWNERS

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM

A. Section II – Liability is amended as follows:

1. The following is added to Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition:

- e. Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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

1. Paragraphs **A.2., 3. and 6. Cancellation** are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this Policy;
 - (b) Reinsurance of the risk associated with this Policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

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

C. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by an insured at any time and relating to a claim under this Policy.

3. Paragraph **K.1. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

1. Applicable to Micro-businessowners Property Coverage:

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

- (a) Owned or controlled by you; or
- (b) That owns or controls you.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

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

M. Nonrenewal

- 1. If we elect not to renew this Policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before the expiration date of this Policy.
- 2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE COVERAGE PART

A. Paragraphs 2.b., 2.c. and 2.f. of the Cancellation Condition are replaced by the following:

2. Cancellation

b. If this policy has been in effect for:

(1) 90 days or less, we may cancel this policy by mailing to the first Named Insured and the "contractor" written notice of cancellation at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

(c) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured and the "contractor" written notice of cancellation at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(b) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

(c) 45 days before the effective date of cancellation if:

(1) There has been a substantial change in the scale of risk covered by this policy;

(2) Reinsurance of the risk associated with this policy has been cancelled; or

(3) You have failed to comply with reasonable safety recommendations.

c. We will mail our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

B. Paragraph 13. of Section IV – Conditions is replaced by the following:

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured and the "contractor" written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's and the contractor's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs 3.b. and 3.e. of the Cancellation Condition are replaced by the following:

3. Cancellation

b. If this policy has been in effect for:

(1) 90 days or less, we may cancel this policy by mailing 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 at least 60 days before the effective date of cancellation.

(2) More than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing 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 at least 60 days before the effective date of cancellation if:

(a) We cancel for nonpayment of premium;

(b) You have perpetrated a fraud or material misrepresentation on us;

(c) There has been a substantial change in the scale of risk covered by this policy;

(d) Reinsurance of the risk associated with this policy has been cancelled; or

(e) You have failed to comply with reasonable safety recommendations.

e. Proof of mailing will be sufficient proof of notice.

B. Paragraph A.9. of Section IV – Conditions is replaced by the following:

Nonrenewal

1. If we elect not to renew this policy, we will mail to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy if the policy is written for a term of more than one year.

2. We will mail our notice to the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

UNDERGROUND STORAGE TANK POLICY

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

10. Cancellation

- a.** The first Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b.** If this policy has been in effect for 90 days or less, we may cancel this policy by sending by certified mail to you a written notice at your last mailing address known to us.

Cancellation will be effective:

- (1)** 10 days after you receive notice of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days after you receive notice of cancellation if we cancel for fraud or material misrepresentation by you; or
- (3)** 60 days after you receive notice of cancellation if we cancel for any other reason,

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

- c.** If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy:

- (1)** Only for one or more of the following reasons:
 - (a)** Nonpayment of premium;
 - (b)** You have perpetrated a fraud or material misrepresentation on us;
 - (c)** There has been a substantial change in the scale of risk covered by this policy;
 - (d)** Reinsurance of the risk associated with this policy has been cancelled; or
 - (e)** You have failed to comply with reasonable safety recommendations; and

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

Cancellation will be effective:

- (a)** 10 days after you receive notice of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days after you receive notice of cancellation if we cancel for fraud or material misrepresentation by you; or
- (c)** 60 days after you receive notice of cancellation if we cancel for any other permissible reason,

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

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

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 at least 60 days before:

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

We will send our nonrenewal notice by certified mail to you at your last mailing address known to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

ELECTRONIC LIABILITY DATA COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. The following Condition is added to the policy:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

B. Paragraphs 2., 3. and 6. of the Cancellation Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this policy;
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:

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

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA 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), (3) and (6) of the Cancellation Of Policy Condition are replaced by the following:

(2) Cancellation Of Policies In Effect

(a) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (i)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (ii)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (iii)** 30 days before the effective date of cancellation if we cancel for any other reason.

(b) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (i)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- (ii)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (iii)** 45 days before the effective date of cancellation if:

- i.** There has been a substantial change in the scale of risk covered by this policy; or
- ii.** Reinsurance of the risk associated with this policy has been cancelled; or
- iii.** You have failed to comply with reasonable safety recommendations.

- (3)** We will mail our notice to the first Named Insured's last mailing address known to us.

- (6)** Proof of mailing will be sufficient proof of notice.

B. 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 to the first Named Insured written notice of nonrenewal at least 45 days before:

- a.** The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

C. The **Transfer Of Your Rights Of Recovery Against Others To Us** Condition is replaced by the following:

Transfer Of Your Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraphs 5.b., 5.c. and 5.f. of the Cancellation Provision of Section III – Conditions is replaced by the following:

b. Cancellation Of Policies In Effect:

(1) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (c)** 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (c)** 45 days before the effective date of cancellation if:
 - (i)** There has been a substantial change in the scale of risk covered by this policy;

(ii) Reinsurance of the risk associated with this policy has been cancelled; or

(iii) You have failed to comply with reasonable safety recommendations.

c. We will mail our notice to the first Named Insured's last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

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

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY
INFORMATION SECURITY PROTECTION CYBER POLICY

A. Paragraphs b., c. and f. of 1. Cancellation under Paragraph **C. Cancellation And Nonrenewal** of **Section VIII – Conditions** are replaced by the following:

b. Cancellation Of Policies In Effect

(1) 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing to the "named insured" written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on us; or
- (c)** 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing to the "named insured" written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on us; or
- (c)** 45 days before the effective date of cancellation if:
 - (i)** There has been a substantial change in the scale of risk covered by this Policy;
 - (ii)** Reinsurance of the risk associated with this Policy has been canceled; or
 - (iii)** The "named insured" has failed to comply with reasonable safety recommendations.

c. We will mail our notice to the "named insured's" last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

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

2. Nonrenewal

a. If we elect not to renew this Policy, we will mail to the "named insured" written notice of nonrenewal at least 45 days before:

- (1)** The expiration date of this Policy, if the Policy is written for a term of one year or less; or
- (2)** The anniversary date of this Policy, if the Policy is written for a term of more than one year.

b. We will mail our notice to the "named insured's" last mailing address known to us. Proof of mailing will be sufficient proof of notice.

- C. The following is added to Paragraph **K. Reporting, Notice And Duties In The Event Of A Cyber Incident, Cyber Extortion Event, Information Security Breach Or Interruption** and Paragraph **L. Reporting, Notice And Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim** of **Section VIII – Conditions**:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL FLOOD POLICY

- A. The Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

9. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss.
- b. After a loss only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

This will not restrict your insurance.

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

1. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

- a. Concealment or misrepresentation of a material fact; or
- b. Fraud;
committed by an insured at any time and relating to a claim under this Policy.

- C. Paragraphs b., c. and f. of the Cancellation** Condition are replaced by the following:

- b. We may cancel this Policy by mailing to the first Named Insured 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 permissible under applicable law.

- c. We will mail our notice to the first Named Insured's last mailing address known to us.

- f. Proof of mailing will be sufficient proof of notice.

- D. The following is added to the Cancellation** Condition:

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons, subject to all other provisions of the Cancellation Condition:

- 1. Nonpayment of premium;
- 2. You have perpetrated a fraud or material misrepresentation on us;
- 3. There has been a substantial change in the scale of risk covered by this Policy;
- 4. Reinsurance of the risk associated with this Policy has been cancelled; or
- 5. You have failed to comply with reasonable safety recommendations.

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

11. Nonrenewal

- a. If we decide not to renew this Policy, for any reason permissible under applicable law, we will mail written notice of nonrenewal to the first Named Insured at least 45 days before an anniversary date or the expiration date of this Policy.
- b. We will mail our notice to the first Named Insured's last mailing address known to us.
- c. Proof of mailing will be sufficient proof of notice.

F. Paragraph **g.** of the **Mortgageholders** Condition is replaced by the following:

If we decide not to renew this Policy, for any reason permissible under applicable law, we will mail written notice of nonrenewal to the first Named Insured and mortgageholder at least 45 days before:

1. The expiration date of this Policy, if the Policy is written for a term of one year or less; or
2. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

FARM EXCESS LIABILITY POLICY

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

b. Cancellation Of Policies In Effect

(1) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (c)** 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (c)** 45 days before the effective date of cancellation if:
 - (i)** There has been a substantial change in the scale of risk covered by this policy;

(ii) Reinsurance of the risk associated with this policy has been cancelled; or

(iii) You have failed to comply with reasonable safety recommendations.

c. We will mail our notice to the first Named Insured's last mailing address known to us.

f. Proof of mailing will be sufficient proof of notice.

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

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:

- a.** The expiration date of this policy, if the policy is written for a term of one year or less; or
- b.** The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA 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), (3) and (6) of the Policy Cancellation Or Termination Condition are replaced by the following:

(2) Cancellation Of Policies In Effect

(a) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (i)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (ii)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (iii)** 30 days before the effective date of cancellation if we cancel for any other reason.

(b) More Than 90 Days

If this policy has been in effect for more than 90 days or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (i)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (ii)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(iii) 45 days before the effective date of cancellation if:

- i.** There has been a substantial change in the scale of risk covered by this policy; or
- ii.** Reinsurance of the risk associated with this policy has been cancelled; or
- iii.** You have failed to comply with reasonable safety recommendations.

(3) We will mail our notice to the first Named Insured's last mailing address known to us.

(6) Proof of mailing will be sufficient proof of notice.

B. The following condition is added to Section E. Conditions and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:

- a.** The expiration date of this policy, if the policy is written for a term of one year or less; or
- b.** The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

C. Paragraph b. of the Assignment – Subrogation – Recovery Condition is replaced by the following:

- b.** If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION CRIME POLICY FOR INVESTMENT COMPANIES

A. Paragraphs a.(2) and (5) of the Policy Cancellation Or Termination Condition are replaced by the following:

(2) We may cancel this policy:

(a) If the first Named Insured "investment company" is the sole Insured, by mailing to the first Named Insured and to the Securities and Exchange Commission, Washington, D.C., advance written notice of cancellation at least 60 days before the effective date of such cancellation; or

(b) If more than one Insured is named in the Declarations, by mailing to the first Named Insured, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., advance written notice of cancellation at least 60 days before the effective date of such cancellation.

(c) Cancellation Of Policies In Effect For More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., written notice of cancellation at least 60 days before the effective date of cancellation:

(i) Nonpayment of premium;

(ii) If you have perpetrated a fraud or material misrepresentation on us;

(iii) There has been a substantial change in the scale of risk covered by this policy;

(iv) Reinsurance of the risk associated with this policy has been cancelled; or

(v) You have failed to comply with reasonable safety recommendations.

(5) Proof of mailing will be sufficient proof of notice.

B. The following condition is added to Section E. Conditions and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured, to all "investment companies" named in the Declarations and to the Securities and Exchange Commission, Washington, D.C., written notice of nonrenewal at least 60 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

C. Paragraph b. of the Assignment – Subrogation – Recovery Condition is replaced by the following:

b. If any Insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION CRIME POLICY FOR CREDIT UNIONS

A. Paragraphs a.(2), (3) and (6) of the Policy Cancellation Or Termination Condition are replaced by the following:

(2) Cancellation Of Policies In Effect

(a) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (i)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium;
- (ii)** 20 days before the effective date of cancellation, if you have perpetrated a fraud or material misrepresentation on us; or
- (iii)** 30 days before the effective date of cancellation, if we cancel for any other reason.

(b) More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (i)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium;
- (ii)** 20 days before the effective date of cancellation, if you have perpetrated a fraud or material misrepresentation on us; or
- (iii)** 45 days before the effective date of cancellation, if:
 - i.** There has been a substantial change in the scale of risk covered by this policy;

ii. Reinsurance of the risk associated with this policy has been cancelled; or

iii. You have failed to comply with reasonable safety recommendations.

(3) We will mail our notice to the first Named Insured's last mailing address known to us.

(6) Proof of mailing will be sufficient proof of notice.

B. The following condition is added to Section E. Conditions and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:

- a.** The expiration date of this policy, if the policy is written for a term of one year or less; or
- b.** The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

3. 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.

C. Paragraph b. of the Assignment – Subrogation – Recovery Condition is replaced by the following:

- b.** If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE BOND. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

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

A. Paragraphs 1.b., c, and f. of the **Cancellation Or Termination Condition are replaced by the following:**

b. Cancellation Of Bond In Effect

(1) 90 Days Or Less

If this Bond has been in effect for 90 days or less, the Company may cancel this Bond by mailing to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on the Company; or
- (c)** 30 days before the effective date of cancellation if the Company cancels for any other reason.

(2) More Than 90 Days

If this Bond has been in effect for more than 90 days or is a renewal of a Bond the Company issued, the Company may cancel this Bond, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on the Company; or
- (c)** 45 days before the effective date of cancellation if:
 - (i)** There has been a substantial change in the scale of risk covered by this Bond; or
 - (ii)** Reinsurance of the risk associated with this Bond has been cancelled; or
 - (iii)** The Insured has failed to comply with reasonable safety recommendations.

c. The Company will mail its notice of cancellation to the first Named Insured's last mailing address known to the Company.

f. Proof of mailing will be sufficient proof of notice.

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

Nonrenewal

- 1.** If the Company elects not to renew this Bond, the Company will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a.** The expiration date of this Bond, if the Bond is written for a term of one year or less; or
 - b.** The anniversary date of this Bond, if the Bond is written for a term of more than one year.
- 2.** The Company will mail its notice to the first Named Insured's last mailing address known to the Company. Proof of mailing will be sufficient proof of notice.

C. Paragraph 2. of the **Assignment – Subrogation – Recovery** Condition is replaced by the following:

2. If any insured to or for whom the Company makes payment under this Bond has rights to recover damages from another, those rights are transferred to the Company to the extent of the Company's payment. The Company's right to recover damages from another may be enforced even if the person or organization to or for whom the Company makes payment has not been fully compensated for damages.

The person or organization to or for whom the Company makes payment must do everything necessary to secure the Company's rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

FINANCIAL INSTITUTION COMPUTER CRIME POLICY
FINANCIAL INSTITUTION KIDNAP AND RANSOM POLICY

A. Paragraphs 1.b., c. and f. of the **Cancellation Or Termination Condition are replaced by the following:**

b. Cancellation Of Policies In Effect

(1) 90 Days Or Less

If this Policy has been in effect for 90 days or less, the Company may cancel this Policy by mailing to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on the Company; or
- (c)** 30 days before the effective date of cancellation if the Company cancels for any other reason.

(2) More Than 90 Days

If this Policy has been in effect for more than 90 days or is a renewal of a policy the Company issued, the Company may cancel this Policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the Insured has perpetrated a fraud or material misrepresentation on the Company; or
- (c)** 45 days before the effective date of cancellation if:
 - (i)** There has been a substantial change in the scale of risk covered by this Policy; or
 - (ii)** Reinsurance of the risk associated with this Policy has been cancelled; or
 - (iii)** The Insured has failed to comply with reasonable safety recommendations.

c. The Company will mail its notice of cancellation to the first Named Insured's last mailing address known to the Company.

f. Proof of mailing will be sufficient proof of notice.

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

Nonrenewal

- 1.** If the Company elects not to renew this Policy, the Company will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a.** The expiration date of this Policy, if the Policy is written for a term of one year or less; or
 - b.** The anniversary date of this Policy, if the Policy is written for a term of more than one year.
- 2.** The Company will mail the Company's notice to the first Named Insured's last mailing address known to the Company. Proof of mailing will be sufficient proof of notice.

C. Paragraph 2. of the **Assignment – Subrogation – Recovery** Condition is replaced by the following:

2. If any insured to or for whom the Company makes payment under this Policy has rights to recover damages from another, those rights are transferred to the Company to the extent of the Company's payment. The Company's right to recover damages from another may be enforced even if the person or organization to or for whom the Company makes payment has not been fully compensated for damages.

The person or organization to or for whom the Company makes payment must do everything necessary to secure the Company's rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

HOME HEALTHCARE COVERAGE PART

- A.** The following is added to Subparagraph 1. **Workers' Compensation And Similar Laws** of Paragraph **C. Applicable To Coverage A – General Liability And Coverage B – Professional Liability** under **Section II – Exclusions**:

This exclusion also applies to any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

- B.** Paragraphs **I.2.**, **I.3.** and **I.6.** of the **Cancellation Condition** under **Section V – Conditions** are replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. For More Than 90 Days

If this Policy has been in effect more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons below, by mailing to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
 - (3)** 45 days before the effective date of cancellation if:
 - (a)** There has been a substantial change in the scale of risk covered by this Policy;
 - (b)** Reinsurance of the risk associated with this Policy has been cancelled; or
 - (c)** You have failed to comply with reasonable safety recommendations.
- 3.** We will mail our notice to the first Named Insured's last mailing address known to us.
- 6.** Proof of mailing will be sufficient proof of notice.

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

G. When We Do Not Renew

1. If we elect not to renew this Policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this Policy, if the Policy is written for a term of one year or less; or
 - b. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

D. The following is added under **Section V – Conditions**:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs 2., 3. and 6. under K. Cancellation of Section VI – Conditions are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
 - (a) There has been a substantial change in the scale of risk covered by this Policy;

(b) Reinsurance of the risk associated with this Policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first "named insured's" last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. 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 to the first "named insured" written notice of nonrenewal at least 45 days before:

a. The expiration date of this Policy, if the Policy is written for a term of one year or less; or

b. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

2. We will mail our notice to the first "named insured's" last mailing address known to us. Proof of mailing will be sufficient proof of notice.

C. The following is added to Section VI – Conditions:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraphs 2., 3. and 6. of the Cancellation Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 45 days before the effective date of cancellation if:
 - (a)** There has been a substantial change in the scale of risk covered by this policy;

- (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.
- 3. We will mail our notice to the first Named Insured's last mailing address known to us.
- 6. Proof of mailing will be sufficient proof of notice.
- B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

- 1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
- 2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs L.2., L.3. and L.6. of Section VI – Conditions are replaced by the following:

L. Cancellation

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first "named insured" written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first "named insured" written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 45 days before the effective date of cancellation if:
 - (a)** There has been a substantial change in the scale of risk covered by this policy;

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first "named insured's" last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. 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 to the first "named insured" written notice of nonrenewal at least 45 days before:

- a.** The expiration date of this policy, if the policy is written for a term of one year or less; or
- b.** The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first "named insured's" last mailing address known to us. Proof of mailing will be sufficient proof of notice.

C. The following is added to Section VI – Conditions:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

A. Paragraph **V.** under **Section VIII – Exclusions** is replaced by the following:

V. Workers' Compensation And Similar Laws

An "insured's" obligation under a workers' compensation, disability benefits or unemployment compensation law, or any similar law, including any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

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

b. Policies In Effect:

(1) 90 Days Or Less

If this Policy has been in effect for 90 days or less, "we" may cancel this Policy by mailing to the "named insured" written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if "we" cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on "us"; or
- (c)** 30 days before the effective date of cancellation if "we" cancel for any other reason.

(2) More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy "we" issued, "we" may cancel this Policy, only for one or more of the reasons listed below, by mailing to the "named insured" written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if "we" cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on "us"; or
- (c)** 45 days before the effective date of cancellation if:
 - (i)** There has been a substantial change in the scale of risk covered by this Policy;
 - (ii)** Reinsurance of the risk associated with this Policy has been cancelled; or
 - (iii)** The "named insured" has failed to comply with reasonable safety recommendations.

c. "We" will mail "our" notice to the "named insured's" last mailing address known to "us".

f. Proof of mailing will be sufficient proof of notice.

C. 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 to the "named insured" written notice of nonrenewal at least 45 days before:

- (1)** The expiration date of this Policy, if the Policy is written for a term of one year or less; or
- (2)** The anniversary date of this Policy, if the Policy is written for a term of more than one year.

- b. "We" will mail "our" notice to the "named insured's" last mailing address known to "us". Proof of mailing will be sufficient proof of notice.

D. The following is added to Section IX – Conditions:

Notice given by or on behalf of the "insured" to any of "our" authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to "us".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

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

- A.** Paragraph **H.** under **Section IV – Exclusions** of the Employment-related Practices Liability Coverage Form is replaced by the following:

H. Workers' Compensation And Similar Laws

Based upon, arising out of or attributable to an "insured's" obligation under a workers' compensation, disability benefits or unemployment compensation law, or any similar law, including any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements. This exclusion shall not apply to a "claim" for "retaliation".

- B.** Paragraph **I.** under **Section III – Exclusions** of the Fiduciary Liability Coverage Form is replaced by the following:

I. Workers' Compensation And Similar Laws

Based upon, arising out of or attributable to an "insured's" obligation under a workers' compensation, disability benefits or unemployment compensation law, or any similar law, including any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements. This exclusion shall not apply to "wrongful acts" in connection with the Consolidated Omnibus Budget Reconciliation Act of 1985, the Health Insurance Portability Act of 1986 or any similar foreign, federal, state or local statute, rule or regulation.

- C.** Paragraphs **b.**, **c.** and **f.** 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. Policies In Effect:

(1) 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing to the "named insured" written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on us; or
- (c)** 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing to the "named insured" written notice of cancellation at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b)** 20 days before the effective date of cancellation if the "named insured" has perpetrated a fraud or material misrepresentation on us; or
- (c)** 45 days before the effective date of cancellation if:
 - (i)** There has been a substantial change in the scale of risk covered by this Policy;
 - (ii)** Reinsurance of the risk associated with this Policy has been cancelled; or
 - (iii)** The "named insured" has failed to comply with reasonable safety recommendations.

- c. We will mail our notice to the "named insured's" last mailing address known to us.
 - f. Proof of mailing will be sufficient proof of notice.
- D. 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 to the "named insured" written notice of nonrenewal at least 45 days before:
 - (1) The expiration date of this Policy, if the Policy is written for a term of one year or less; or
 - (2) The anniversary date of this Policy, if the Policy is written for a term of more than one year.
 - b. We will mail our notice to the "named insured's" last mailing address known to us. Proof of mailing will be sufficient proof of notice.
- E. The following is added to **Section VII – Conditions** of the Liability Coverage Parts Common Policy Terms And Conditions:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA 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.**, **3.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the Named Organization written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the Named Organization written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

- (a)** There has been a substantial change in the scale of risk covered by this policy;
- (b)** Reinsurance of the risk associated with this policy has been cancelled; or
- (c)** You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the Named Organization's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail to the Named Organization written notice of nonrenewal at least 45 days before:

- a.** The expiration date of this policy, if the policy is written for a term of one year or less; or
- b.** The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the Named Organization's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

- A.** Paragraphs **1.**, **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to:
 - a.** The Insurance Commissioner of the Indiana Department of Insurance written notice of cancellation to be received at the Commissioner's office at least 30 days before the effective date of cancellation; and
 - b.** Us advance written notice of cancellation.
 - 2.** We may cancel this policy by mailing or delivering to the first Named Insured and the Insurance Commissioner of the Indiana Department of Insurance written notice of cancellation to be received at least 30 days before the effective date of cancellation.
 - 3.** We will mail or deliver our notice to:
 - a.** The first Named Insured's last mailing address known to us; and
 - b.** The Insurance Commissioner of the Indiana Department of Insurance at the Commissioner's office.
- B.** Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.
- C.** The following is added to the Common Policy Conditions and supersedes any provision to the contrary.
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a.** The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b.** The anniversary date of this policy, if the policy is written for a term of more than one year.
 - 2.** We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY POLICY

A. Paragraphs 2., 3. and 6. under K. Cancellation of Section VI – Conditions are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing to the first "named insured" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
 - (a) There has been a substantial change in the scale of risk covered by this Policy;

(b) Reinsurance of the risk associated with this Policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first "named insured's" last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. 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 to the first "named insured" written notice of nonrenewal at least 45 days before:

a. The expiration date of this Policy, if the Policy is written for a term of one year or less; or

b. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

2. We will mail our notice to the first "named insured's" last mailing address known to us. Proof of mailing will be sufficient proof of notice.

C. The following is added to Section VI – Conditions:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered to be notice to us.