

FORMS – APPROVED

AUGUST 25, 2023

GENERAL LIABILITY

LI-GL-2023-184

FLORIDA REVISED GENERAL LIABILITY ENDORSEMENTS APPROVED

KEY MESSAGE

This circular announces the approval of a filing which revises Florida Changes – Cancellation And Nonrenewal endorsements in response to 2023 Fla. Laws ch. 2023-130 (former H.B. 1185).

Filing ID: [CL-2023-OCAN1](#)

Effective Date: 3/1/2024

BACKGROUND

In circular [LI-GL-2023-176](#), we announced that we filed revisions to Florida Changes – Cancellation And Nonrenewal endorsements in order to more closely track Florida Law.

INSURANCE DEPARTMENT ACTION

The Florida Office of Insurance Regulation (FL OIR) has approved this filing as filed.

EFFECTIVE DATE

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

These changes are applicable to all policies effective on or after March 1, 2024.

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-2023-OCAN1](#) and State File Number [23-028060](#), 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-2023-005](#) 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 3-24 (or the earliest possible subsequent date), along with any new and/or revised forms.

REFERENCE(S)

- [LI-GL-2023-176](#) (08/04/2023) Florida Revised General Liability Endorsements Filed
- [LI-GL-2023-131](#) (06/09/2023) Florida Former H.B. 1185 Enacted And Under Review
- [LI-CL-2023-005](#) (02/21/2023) Commercial Lines Revised Lead Time Requirements Listing

ATTACHMENT(S)

Final copy of [CG 02 20 03 24](#), [CG 28 61 03 24](#), [CG 28 62 03 24](#), [CG 30 15 03 24](#)

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CONTACT INFORMATION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect

a. For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;

- (3) Failure to comply with underwriting requirements established by the insurer within 60 days of the effective date of coverage;

- (4) A substantial change in the risk covered by the policy; or

- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the **Cancellation Common Policy Condition is replaced by the following:**

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 60 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

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

Nonrenewal

- 1.** If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs **b.**, **c.** and **e.** of the **Cancellation Condition** (Section **IV** – Conditions) are replaced by the following and supersede any other provision to the contrary:

b. Cancellation Of Policies In Effect

(1) For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** 20 days before the effective date of cancellation if we cancel for any other reason, except that we may cancel immediately if there has been:
 - (i)** A material misstatement or misrepresentation; or
 - (ii)** A failure to comply with the underwriting requirements established by the insurer.

(2) For More Than 60 Days

If this policy has been in effect for more than 60 days, we may cancel this policy only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** The policy was obtained by a material misstatement;
- (c)** Failure to comply with underwriting requirements established by the insurer within 60 days of the effective date of coverage;
- (d)** A substantial change in the risk covered by the policy; or

- (e)** The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured and the "contractor" written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (i)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (ii)** 45 days before the effective date of cancellation, if we cancel for any of the other reasons stated in Paragraph **b.(2)**.

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

e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 60 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- B. The following is added as an additional condition and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver a written notice, stating the reason for nonrenewal, to the first Named Insured and the "contractor" at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured and the "contractor" at the respective mailing addresses last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs **b.** and **d.** of the **Cancellation Condition (Section IV – Conditions)** are replaced by the following and supersede any other provision to the contrary:

b. Cancellation Of Policies In Effect

(1) For 60 Days Or Less

If this policy has been in effect for 60 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, written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** 20 days before the effective date of cancellation if we cancel for any other reason, except that we may cancel immediately if there has been:
 - (i)** A material misstatement or misrepresentation; or
 - (ii)** A failure to comply with the underwriting requirements established by the insurer.

(2) For More Than 60 Days

If this policy has been in effect for more than 60 days, we may cancel this policy only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** The policy was obtained by a material misstatement;
- (c)** Failure to comply with underwriting requirements established by the insurer within 60 days of the effective date of coverage;

(d) A substantial change in the risk covered by the policy; or

(e) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, 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 cancellation, accompanied by the reasons for cancellation, at least:

- (i)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (ii)** 45 days before the effective date of cancellation, if we cancel for any of the other reasons stated in Paragraph **b.(2)**.

d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 60 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver a written notice, stating the reason for nonrenewal, to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered 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. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA 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 60 days or less, we may cancel this policy by sending by certified mail or delivering to you a written notice, accompanied by the reason(s) for cancellation, at your last mailing address known to us.

Cancellation will be effective:

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

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

- c.** If this policy has been in effect for more than 60 days, we may cancel this policy:

- (1)** Only for one or more of the following reasons:
 - (a)** Nonpayment of premium;
 - (b)** The policy was obtained by material misstatement;
 - (c)** Failure to comply with underwriting requirements established by the insurer within 60 days of the effective date of coverage;
 - (d)** A substantial change in the risk covered by the policy; or
 - (e)** The cancellation is for all insureds under such policies for a given class of insureds; and

- (2)** By sending by certified mail or delivering to you a written notice, accompanied by the reason(s) for cancellation, 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)** 45 days after you receive notice of cancellation if we cancel for a material misstatement by you; or
- (c)** 60 days after you receive notice of cancellation if we cancel for any of the other permissible reasons stated in Paragraph **10.c.(1)**,

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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 60 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

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

11. Nonrenewal

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