



CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - DELAWARE

In consideration of the premium, the policy is amended as follows:

- I. Section XVIII, Cancellation is deleted and replaced with the following:
 - A. The **named insured** may cancel this policy at any time by:
 - (i) returning the policy to us or any of our authorized representatives, indicating the effective date of cancellation; or
 - (ii) providing a written notice to us stating when the cancellation is to be effective.We must receive the policy or written notice before the cancellation date.
 - B. We may cancel this policy by giving written notice to the **named insured** at least:
 - (i) ten (10) days for cancellation for non-payment of premium; or
 - (ii) sixty (60) days, but not more than one hundred twenty (120) days, for cancellation for any other reason,
prior to the effective date of cancellation.
 - C. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
 - D. Notice will be sent to the **named insured** by certified mail or first class mail with proof of mailing showing the name and address of the **named insured**.
 - E. The **named insured** may make written request to us for a written statement of the reason(s) for cancellation. The **named insured** must agree in writing to hold us harmless from liability for specifying the reasons(s) or of any statement made in the attempt to verify the reason(s) for cancellation.
 - F. If this policy has been in effect for more than sixty (60) days or is a renewal policy, we shall not cancel this policy except for one or more of the following conditions:
 - (i) nonpayment of premium;
 - (ii) material misrepresentation or nondisclosure to the insurer of a material fact at the time of acceptance of the risk;
 - (iii) increased hazard or material change in the risk assumed which could not have been reasonably contemplated by the parties at the time of assumption of the risk;
 - (iv) substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - (v) fraudulent acts against the insurer by the **insured** or its representatives that materially affect the nature of the risk insured;
 - (vi) lack of cooperation from the **insured** on loss control matters affecting insurability of the risk;
 - (vii) bona fide loss of or substantial changes in applicable reinsurance;



- (viii) material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract; and
- (ix) bona fide loss of or reduction in available insurance capacity.

G. If we cancel, the refund will be pro rata. If the **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.

II. Section XIX, Non-Renewal is deleted and replaced with the following:

- A. We reserve the right to non-renew this policy by providing written notice to the **named insured** at least sixty (60) days, but not more than one hundred twenty (120) days prior to the expiration date.
- B. Notice will be sent to the **named insured** by certified mail or first class mail with proof of mailing showing the name and address of the **named insured**.
- C. The **named insured** may make written request to us for a written statement of the reason(s) for non-renewal. The **named insured** must agree in writing to hold us harmless from liability for specifying the reasons(s) or of any statement made in the attempt to verify the reason(s) for non-renewal.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.