



## CANCELLATION AND NON-RENEWAL ENDORSEMENT

### GEORGIA

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

#### Cancellation/Nonrenewal

##### 1. Cancellation by the **Named Insured**

The **Named Insured** may cancel his or her **Certificate of Insurance** by mailing or delivering to the Insurer advance written notice of cancellation stating a future date on which the **Certificate of Insurance** is to be canceled, subject to the following:

- a. If only the interest of the **Named Insured** is affected, the effective date of cancellation will be either the date the Insurer receives notice from the **Named Insured** or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the **Named Insured**, the Insurer may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the **Named Insured**.
- b. If by statute, regulation or contract the **Named Insured's Certificate of Insurance** may not be canceled unless notice is given to a government agency, mortgage or other third party, the Insurer will mail or deliver at least ten (10) days notice to the **Named Insured** and the third party as soon as practicable after receiving the **Named Insured's** request for cancellation.
  - (1) Ten (10) days from the date of mailing or delivering our notice, or
  - (2) The effective date of cancellation stated in the **Named Insured's** notice to the Insurer.

##### 2. Cancellation by the Insurer

If the Insurer decides to;

- a. Cancel or non-renew the Named Insured's certificate of insurance; or
- b. Increase current **Certificate of Insurance** premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- c. Change any coverage provisions which would limit or restrict coverage.

Then, the Insurer will mail or deliver notice of our action including the dollar amount of any increase in renewal premium of more than 15% to the **Named Insured** and lienholder, if any, at the last mailing address known to the Insurer. Except as applicable as described in Paragraph 3. below the Insurer will mail or deliver notice at least:

- a. Ten (10) days before the effective date of cancellation if the **Named Insured's Certificate of Insurance** has been in effect less than sixty (60) days or if the Insurer cancels for nonpayment of premium, or
- b. Forty-five (45) days before the effective date of cancellation if the **Named Insured's Certificate of Insurance** has been in effect sixty (60) or more days and the Insurer cancels for a reason other than nonpayment of premium: or
- c. Forty-five (45) days before the expiration date of the **Named Insured's Certificate of Insurance** if the Insurer decides to non-renew, increase the premium or limit or restrict coverage.



3. Non-Renewal by the Insurer

- a. When the **Named Insured's Certificate of Insurance** has been in effect for sixty (60) days or less and is not a renewal with the Insurer, the Insurer may cancel for any reason by notifying the **Named Insured** at least ten (10) days before the date cancellation takes effect.
- b. When the **Named Insured's Certificate of Insurance** has been in effect for more than sixty (60) days, or at any time if it is a renewal with the Insurer, the Insurer may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium, whether payable to the Insurer or to our agent:
  - (2) Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of the **Insured** under this **Certificate of Insurance** in obtaining this **Certificate of Insurance**, continuing this **Certificate of Insurance** or presenting a **Claim** under this **Certificate of Insurance**:
  - (3) Upon the occurrence of a change in the risk which substantially increases any hazard insured against: or
  - (4) Upon the violation of any of the material terms or conditions of this policy by the **Insured** under this **Certificate of Insurance**.

The Insurer may cancel by providing notice to the **Named Insured** at least:

- (1) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium: or
- (2) Forty-five (45) days before the effective date of cancellation if the Insurer cancels for any of the reasons listed in (2), (3), or (4), above.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

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 and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)