



## ADDITIONAL PROVISIONS

### Personal Lines-New York

Refer to Supplementary Declarations if information is not shown on this form.

*We* provide coverage under this endorsement subject to the *terms* contained in the Umbrella Insurance Program.

#### AGREEMENT

The added provisions that follow apply to risks insured against in the State of New York.

#### A. DEFINITIONS

1. **Nonpayment of Premium** means the failure of the named *insured* to discharge any obligation in connection with the payment of premiums on a policy of insurance or any installment of such premium, whether the premium is payable directly to the insurer or its agent, or indirectly under any premium finance plan or extension of credit. Payment to the insurer, or to an agent or broker authorized to receive such payment, shall be timely if made within fifteen days after the mailing to the *insured* of a notice of cancellation for **nonpayment of premium**.
2. **Renewal or to Renew** means the issuance or offer to issue by an insurer of a policy superceding a policy previously issued and delivered by the same insurer, or another insurer within the same group or under common management, or the issuance or delivery of a certificate or notice extending the term of a policy beyond its policy period or term. However, any policy with a policy period or term of less than one year shall be considered as if written for a policy period or term of one year, and any policy with no fixed expiration date or with a policy period or term of more than one year shall be considered as if written for successive policy periods or terms of one year.
3. **Required Policy Period** means a period of three years from the date as of which a **covered policy** is renewed or first issued.

#### B. NEW YORK PROVISIONS:

##### 1. Cancellation:

With respect to cancellation and non-renewal, **Required Policy Period** means a period of three years from the date the policy is first issued or voluntarily renewed.

- a. **By You-You** may cancel this policy at any time by giving *us* written notice or returning the policy to *us* and stating when thereafter the cancellation is to be effective.
- b. **By Us-We** may cancel this policy by written notice delivered to or mailed to *you* at the mailing address shown in the Declarations. Proof of delivery or mailing is sufficient proof of notice. This notice must be delivered or mailed the required number of days prior to the effective date of the cancellation or nonrenewal. For a description of the number of days of required notice, refer to: 1) **Nonpayment of premium**, 2) New Policy, 3) Policy with a Term over One Year, 4) Nonrenewal, and 5) All Other Situations.
- c. **When We May Cancel or Nonrenew-We** may cancel or nonrenew the policy under the following conditions:
  - 1) **Non-Payment of Premium**-If the premium has not been paid when due, *we* may cancel at any time by giving the required notice at least 15 days before cancellation is effective.
  - 2) **New Policy**-If this is a new policy which has been in effect less than 60 days and is not a **renewal**, *we* may cancel by providing a statement giving the specific reason or reasons for cancellation and by giving the required notice at least 30 days before cancellation is effective. A **renewal** of a policy issued by *us* is not a new policy.
  - 3) **Policy with Term over One Year**-If this policy is written for a term longer than one year, *we* may cancel for any reason by giving *you* the required notice at least 45 days (but not more than 60 days) before the anniversary date of the **required policy period**.
  - 4) **Non-Renewal-We** may elect not to renew or continue this policy by giving written notice of *our* intent at least 45 days (but not more than 60 days) before the end of the **required policy period**, or the end of the actual policy period when it is longer than the **required policy period**. This notice shall contain *our* specific reason(s) for non-renewal or conditional **renewal**. The notice may be delivered to or mailed to

**you** at the mailing address shown in the Declarations. Proof of delivery or mailing shall be sufficient proof of notice.

- 5) All Other Situations-If this policy has been in effect 60 days or more or is a **renewal** of a policy issued by **us**, **we** may cancel only for the reasons set forth below and by giving the required notice at least 30 days before cancellation is effective.

The reasons are:

- a. conviction of a crime arising out of acts increasing the hazard insured against;
- b. discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
- c. discovery of willful or reckless acts or omissions increasing the hazard insured against;
- d. physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with the insurer's objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or
- e. a determination by the superintendent that the continuation of the policy would violate or would place the insurer in violation of the Insurance Law.

d. **We** refund premium for the unexpired policy period on a pro rata basis. Any unearned premium amounts under \$5.00 will be refunded only on **your** request.

e. **Refund of Premium**-Payment or tender of unearned premium is not a condition of cancellation. If the unearned premium is not refunded with the cancellation notice, it will be sent to **you** within a reasonable time.

2. **Conditional Reinstatement**-If **we** issue a cancellation notice because **you** didn't pay the required premium when due and **you** then tender a check, draft or other remittance which is not honored on presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates the policy is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice. **We** will give **you** notice of the dishonor of **your** remittance as soon as practicable but this shall not interrupt the cancellation of this policy.

3. **Change, Modification, or Waiver of Policy Terms**-A waiver or change of any **terms** of this policy must be issued by **us** in writing to be valid. **Our** request for an appraisal or examination under oath does not waive any of **our** rights.

If **we** adopt any revision of forms or endorsements during a policy period which would broaden coverage under this policy without additional premium, the broadened coverage will automatically apply to this policy.

If this policy is issued on a continuous basis, (with no specified expiration date) **we** may substitute or add, upon any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with **our** manual rules in effect at the time.

If the change in forms or endorsements reduces coverage or limits, **we** must notify **you** as provided under the Non-Renewal **terms** contained in this endorsement.

4. **Policy Premium**-If this policy is issued without a specified expiration date, it may be continued by payment of the required premium for the next annual period. The premium must be paid to **us** on or before each anniversary date. Premium is subject to adjustment on the basis of the rates in effect at each anniversary date. If **you** fail to make the next annual premium payment, the policy will be cancelled pursuant to the cancellation provisions.

5. **Recoveries**-If **we** pay an **insured** for loss under this policy and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

a. The **insured** must notify **us** or **we** will notify the **insured** promptly if either recovers property or receives payment.

b. Any proper expenses incurred by either party in making the recovery are reimbursed first.

c. The **insured** may keep recovered property by refunding to **us** the amount of the claim paid or any lesser amount to which **we** agree.

d. If the claim paid is less than the agreed loss due to a deductible, special limit of liability or other limiting **terms** of the policy, any recovery will be pro-rated between the **insured** and **us** based on **our** respective interests in the loss.

6. **Loss or Damage to Real Property**-When **you** have a claim of damage to real property pending; **we** will, at **your** request, furnish **you** or **your** representative designated in writing, a copy of any written estimate(s) of the cost of damages to **your** real property that **we** prepared or had prepared on **our** behalf. **We** will respond within thirty days after the request or preparation, whichever is later, and **we** will show all real property deductions under consideration in the estimate(s). **We** are not required to provide an estimate unless **we** prepared one or had one prepared for **us**.

7. **Liberalization Clause**-If *we* change any form attached to *your* policy, *you* will benefit by any coverage that is broadened or extended. There must not be any increased premium charge for this change in endorsement. This change must occur during the period that this policy is in force or within 45 days prior to the effective date of coverage.