



## COOPERATIVE MANDATORY ENDORSEMENT PERSONAL LINES

### (For use with policies subject to Section 3425 of the New York Insurance Law)

This endorsement amends the following policy *terms*. It must be attached to the policy when the premises described in the Declarations are located in New York.

Any reference to a three (3) year premium is deleted, *Your* premiums are due each year based upon the rates in effect at that time.

Any reference to short rate cancellation is deleted. All refunds shall be calculated on a pro-rata basis.

The following conditions apply to the ML 20 or the FL-20:

### CONDITIONS APPLICABLE TO ALL COVERAGES

Condition 1., Assignment, is deleted and replaced by the following:

1. **Assignment**-Assignment of this policy is not valid without *our* written consent.

Condition 2., Cancellation and 3., Non-Renewal, are deleted and replaced by the following:

**Required Policy Period** means a period of three years from the date the policy is first issued or voluntarily renewed.

#### 2. **Cancellation:**

- 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.
- c. **We** refund premium for the unexpired policy period on a pro rata basis;
- d. **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.
- e. **When We May Cancel-We** may cancel 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 for any reason 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) **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) the policy was obtained through fraud, material misrepresentation or omission of fact which, if known by *us*, would have caused *us* not to issue the policy; or
  - (b) there has been a material change or increase in hazard of the risk.
3. **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**. 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.

Condition 4., Change, Modification or Waiver of Policy *Terms*, is amended by the addition of the following sentence: 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.

Condition 8., Policy Premium, is deleted and replaced by the following:

8. **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* as specified on *our* Premium Notice. Premium is subject to adjustment on the basis of the rates then in effect.

Under Condition 11., Suit Against *Us*, item a.2) is deleted and replaced by the following:

- 1) the suit is commenced within 2 years after the loss.

## LIENS FOR UNPAID TAXES;

**We** are required by the Insurance Law to deduct the claim of any tax district from the amount **we** pay **you** for a loss by fire.

To the extent **we** pay any tax district the amount certified as **your** unpaid taxes, **we** are no longer obligated to pay this amount to **you**.

**Our** payment of such claim to the tax district within 30 days of the receipt of a certificate of lien, shall be considered by **you** and **us** that such claim was valid and properly paid.

This does not apply to a loss by fire to a one or two family residential structure.

The following provisions apply to Forms FL-CPL, FL-FCPL, FL-OLT or FL-OLT-F:

## POLICY CONDITIONS

2. **Change, Modifications, 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.

Any reference to POLICY PREMIUM (under Policy conditions) is deleted.

If the FL-CPL and FL-FCPL forms do not already contain the following exclusion, it is hereby added to **Exclusions that Apply only to Personal Liability**-This coverage does not apply to liability for **bodily injury to you** and, if residents of **your** household, **your** relatives and any other person under the age of 21 in **your** care or in the care of **your** resident relatives.

This same exclusion is added to the FL-OLT and FL-OLT-F under **Exclusions that apply only to Bodily Injury and Property Damages**.

If form FL-CPL (1-85) is attached to this policy, the following revised **Definition of Insured Premises** applies:

6. a. 2) If **you** own the townhouse or row house described in the Declarations, the **insured premises** means that townhouse or row house, related private structures and grounds used or occupied exclusively by **your** household for residential purposes at that location.

The following provision applies to the ML-9 or ML-10:

## LIABILITY COVERAGE SECTIONS

Coverage L-Personal Liability In forms ML-9 and ML-10 is deleted and replaced by the following:

### **Coverage L-Personal Liability**

**We** pay, up to **our** limit of liability, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

**We** will defend any suit seeking damages, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage. **We** may make any investigation and settle any claim or suit that **we** decide is appropriate. **We** are not obligated to provide a defense after **we** have paid either by judgment or settlement, an amount equal to **our** limit of liability.

The following provision applies to Perils Sections ML-1R, 1T, 2, 2T, 3, 3T, 4, 4 T and 8 and FL-1R, 2, 3, 6 and 7: The peril of Riot or Civil Commotion is amended to read:

Riot or Civil Commotion including direct loss resulting from pillage and looting which occurs during a riot or civil commotion where the riot or civil commotion is taking place.