



COOPERATIVE MANDATORY ENDORSEMENT COMMERICAL LINES

(For use with policies subject to Section 3426 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 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 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 limits, *we* must notify *you* as provided under the Non-Renewal *terms* contained in the Cancellation and Renewal Provisions 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 in *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:

- 2) 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 *residence* structure.

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

POLICY CONDITIONS

2. **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 the Cancellation and Renewal Provisions 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 amendment applies to Perils Sections ML-1R, 1T, 2, 2T, 3, 3T, 4, 4T and 8 and FL-1R 1, 1A, 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.