



NEW YORK ENDORSEMENT

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.

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 in *our* premium notice. Premium is subjected 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.

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.

Under Exclusions that Apply only to Personal Liability, *we* are deleting Exclusion 2.a.

Forms FL-CPL, FL-FCPL and FL-OLT

EXCLUSIONS

1. resulting from the **business** of manufacturing, distributing, selling or serving alcoholic beverages, or
If **you** are not in the **business** of manufacturing, distributing, selling or serving alcoholic beverages, but own or lease property used for such purposes, **we** do not cover liability resulting from:
 1. the violation of any law regulating alcoholic beverages
 2. from selling, giving or serving alcoholic beverages to a minor, or
 3. from selling, giving or serving alcoholic beverages to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.
- m. caused by structural alterations, new construction or demolition operations performed by or for **you** except as provided in Incidental **Bodily Injury** and **Property Damage** Coverages.

POLICY CONDITIONS

2. **Change, Modification, or Waiver of Policy Terms**-A waiver of change of any **terms** of the 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.

AMENDMENTS TO PERILS SECTIONS

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.

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.