



NEW YORK ENDORSEMENT

(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.

CONDITIONS APPLICABLE TO ALL COVERAGES (ML-20)

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.

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.

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.

AMENDMENTS TO PERILS SECTIONS (ML-IR, 1T, 2, 2T, 3, 3T, 4, 4T and 8)

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.