



## NEW YORK POLICY CONDITIONS AMENDATORY ENDORSEMENT (For use with FL-20 Ed. 11/79 and FL-20 Ed. 1/92)

The coverage under this endorsement is subject to the *terms* contained in the General Policy Conditions. This endorsement amends the following policy condition(s):

Under the heading **Policy Conditions**, When *We* May Cancel subsection No. 2. e. in the FL-20 Ed. 11/79 and the heading **Conditions Applicable to All Coverages**, When *We* May Cancel subsection No. 3. e. in the FL-20 Ed. 1/92, the subsection is deleted and replaced, respectively, in each referenced form as follows:

- 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 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) 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 the 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 New York Insurance Law.

### **The Anti-Arson Application Section is New Material:**

- 5) Anti-Arson Application – When the anti-arson application is applicable to the property covered by this policy pursuant to New York Insurance Department Regulation 96, *your* policy is amended to include the following provisions:
- a. If *you* fail to return the completed, signed and affirmed anti-arson application to *us* or the agent or broker within 45 days of the effective date of coverage, *we* shall cancel such coverage by giving written notice in compliance with the applicable provisions of subsection (b) of section 3425 of the New York Insurance Law;
  - b. If *you* fail to return the completed, signed and affirmed anti-arson application to *us* prior to the annual renewal date of the policy, *we* shall cancel the policy in accordance with Section 3425(c)(2)(F) of the New York Insurance Law.

Under the heading **Policy Conditions**, Non-Renewal subsection 3. in the FL-20 Ed. 11/79 and the heading **Conditions Applicable to All Coverages**, Non-Renewal No. 4. in the FL-20 Ed. 1/92, the subsection is deleted and replaced in each referenced form as follows:

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*. 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.

All other *terms* and conditions remain unchanged.