COMMERCIAL CONDITIONS PROVISIONS

POLICY CONDITIONS

In addition to the policy ***terms*** which are contained in other sections of this policy, the following conditions also apply.

CONDITIONS APPLICABLE TO ALL COVERAGES

1. **Assignment**-Assignment of this policy is not valid without ***our*** written consent.
2. **Cancellations**:
   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 address shown in the policy (and to ***your*** authorized agent or broker if required). Proof of delivery or mailing is sufficient proof of notice.
   This notice must be delivered or mailed the required number of days prior to the effective date of the cancellation. For a description of the number of days of required notice, refer to: (1) Nonpayment of Premium, (2) New Policy or (3) All Other Situations.
   c. When ***We*** May Cancel-***We*** may cancel this policy under the following conditions:
      (1) ***Nonpayment of Premium***-If the premium has not been paid when due, ***we*** may cancel at any time by delivering or mailing to ***you*** the required notice at least fifteen days before cancellation is effective. Payment by ***you*** to the insurer, or to an agent or broker authorized to receive such payment, shall be considered timely if made within fifteen days after the mailing to ***you*** of a notice of cancellation for ***nonpayment of premium***.
      (2) New Policy-If this is a new policy which has been in effect less than sixty days, ***we*** may cancel for any reason by delivering or mailing the required notice to the first named ***insured*** at the mailing address shown in the policy at least twenty days before cancellation is effective. If upon review during this time period, ***we*** find that a statutory provision/provisions for cancellation applies/apply, ***we*** may cancel this policy by mailing written notice to the first named ***insured*** at the mailing address shown in the policy at least fifteen days before cancellation is effective.
      (3) All Other Situations-After a ***covered policy*** has been in effect for sixty days, or upon the effective date if such policy is a ***renewal***, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed to the ***insured*** and such cancellation is based on one or more of the following statutory provisions:
         (A) ***Nonpayment of premium***;
         (B) Conviction of a crime arising out of acts increasing the hazard insured against;
         (C) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
         (D) After issuance of the policy or after the last ***renewal*** date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against and which occurred subsequent to inception of the current policy period;
         (E) Material physical change in the property insured, occurring after issuance or last annual ***renewal*** anniversary date of the policy, which results 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 ***renewed***; or material change in the nature or extent of the risk, occurring after issuance or last annual ***renewal*** anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last ***renewed***;
         (F) Required pursuant to a determination by the superintendent that continuation of the present premium volume of the insurer would jeopardize that insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public;
         (G) A determination by the superintendent that the continuation of the policy would violate or would place the insurer in violation of the law;
         (H) Where the insurer has reason to believe, in good faith and with sufficient cause, that there is a probable risk or danger that the ***insured*** will destroy, or permit to be destroyed, the ***insured*** property for the purpose of collecting the insurance proceeds, provided, however, that:

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(i) a notice of cancellation on this ground shall inform the ***insured*** in plain language that the ***insured*** must act within ten days if review by the Insurance Department of the ground for cancellation is desired pursuant to item (iii) of this subparagraph (H); and

(ii) notice of cancellation on this ground shall be provided simultaneously by the insurer to the Insurance Department; and

(iii) upon written request of the ***insured*** made to the department within ten days from the ***insured's*** receipt of notice of cancellation on this ground, the Insurance Department shall undertake a review of the ground for cancellation to determine whether or not the insurer has satisfied the criteria for cancellation specified in this subparagraph; if after such review the department finds no sufficient cause for cancellation on this ground, the notice of cancellation on this ground shall be deemed null and void.

(I) With respect to professional liability insurance policies, revocation or suspension of the ***insured's*** license to practice his/her profession or, if the ***insured*** is a hospital, it no longer possesses a valid operating certificate under the applicable section of the public health law.

d. ***We*** refund the premium for the unexpired policy period on a pro rata basis. Any unearned premium amounts under $5.00 will be refunded only on ***your*** request.

e. 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.

f. Loss Notice-The company must advise the first named ***insured*** that he/she is entitled to loss information upon written request.

g. Conditional Reinstatement-if ***we*** issue a cancellation notice because ***you*** didn't pay the required premium when due and ***you*** then tender payment by check, draft or other remittance which is not honored on presentation, ***your*** policy will terminate on the date and time shown on the cancellation notice and any notice ***we*** issue which waives the cancellation or reinstates the policy is void. This means ***we*** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice. ***We*** will give ***you*** notice of the dishonor of ***your*** remittance as soon as practicable but this shall not interrupt the cancellation of this policy.

3. Renewal/Nonrenewal.

3a. **Nonrenewal-*We*** may elect not ***to renew*** or continue this policy by delivering or mailing to ***you*** and ***your*** authorized agent or broker written notice of ***our*** intent not ***to renew***.

a. Such notice must:

(1) be given at least sixty but not more than one hundred twenty days in advance of the end of the ***required policy period***.

(2) state ***our*** specific reason(s) for nonrenewal.

(3) be delivered or mailed to ***you*** at the address shown in the policy and to ***your*** authorized agent or broker. Proof of delivery or mailing is sufficient proof of notice.

(4) Loss Notice-The company must advise the first named ***insured*** that he/she is entitled to loss information upon written request.

(5) Requirements for nonrenewal shall not apply if the named ***insured***, or an agent or broker authorized by the named ***insured***, or another insurer of the named ***insured*** has delivered or mailed written notice that the policy has been replaced or is no longer desired.

b. Prior to the expiration date of this policy, in the event that a late nonrenewal notice is provided by the insurer, the coverage under this policy shall remain in effect:

(1) at the same ***terms*** and conditions contained in the expiring policy; and

(2) at the lower of the current rates or the prior period's rates

until sixty days after the notice is delivered or mailed unless the ***insured*** elects to cancel sooner.

c. In the event that a timely and substantially complete notice is not provided by the insurer prior to the expiration date of the policy, coverage shall remain in effect:

(1) on the same ***terms*** and conditions of the expiring policy;

(2) for another ***required policy period***; and

(3) at the lower of the current rates or the prior period's rates.

d. The issuance of a late or incomplete nonrenewal notice by the insurer shall not create a new annual aggregate liability limit (if any) for the ***covered policy***, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension, including any additional ***required policy period***, caused by the late or incomplete notice of nonrenewal.

e. If the insurer provides a timely notice of nonrenewal and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension period.

3b. Conditional Renewal-We may elect to renew or continue this policy under certain conditions. We may do so by delivering or mailing you and your authorized agent or broker written notice.

a. This notice must:

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(1) be delivered or mailed to ***you*** at least sixty but not more than one hundred twenty days in advance of the end of the ***required policy period***;
(2) contain specific reason(s) for the conditional renewal;
(3) set forth the amount of any premium change if the increase is in excess of 10% unless the increase is due to increased insured values and/or increased coverages or is due to experience rating, retrospective rating or audit;
(4) set forth the nature of any proposed change(s) in the policy such as change(s) in limits, change(s) in type(s) of coverage(s), reduction(s) in coverage(s), increased deductible or the addition of an exclusion or exclusions;
(5) be delivered or mailed to the named ***insured*** at the address listed in the policy and to an authorized agent or broker of the ***insured***. Proof of delivery or mailing is sufficient proof of notice; and
(6) include a statement advising the first named ***insured*** that upon written request the company will provide loss information.

b. Prior to the expiration date of the policy, in the event that an incomplete or late conditional renewal notice is provided by the insurer, the coverage under this policy shall remain in effect at:
(1) the same ***terms*** and conditions of the expiring policy, and
(2) the lower of the current rates or the prior period's rates
until sixty days after the notice is delivered or mailed unless the ***insured*** elects to cancel sooner.
However, if the ***insured*** elects to accept the ***terms***, conditions and rates of the conditional renewal notice and renews the policy on that basis, then such ***terms***, conditions and rates shall govern the policy upon expiration of such sixty-day period.

c. In the event that a timely and substantially complete conditional renewal notice is not provided by the insurer prior to the expiration date of the policy, then coverage under the policy:
(1) remains in effect for an additional ***required policy period***;
(2) remains at the same ***terms*** and conditions as the expiring policy; and
(3) the rates for the additional ***policy period*** will be the lower of the current rates or the previous period's rates.

d. The issuance of a late or incomplete conditional ***renewal*** notice by the insurer shall not create a new annual aggregate limit (if any) for the ***covered policy***, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extensions including any additional ***required policy period***, caused by the late or incomplete conditional ***renewal*** notice.
However, if the ***insured*** accepts the ***terms*** of a conditional ***renewal*** offer, a new annual aggregate shall become effective as of the inception date of the renewal.

e. Those agreements are extended to include an increase in the aggregate limit of liability in proportion to any policy extension whether required by the issuance of a late or incomplete conditional renewal notice, late non-renewal notice or other reason.

3c. Alternate Renewal Notice Procedure-During the period of time the insurer is assessing its option(s) as to whether to nonrenew or conditionally ***renew*** a policy, the insurer must notify the insured and his/her authorized agent or broker.
This notice must contain the following:
(1) The notice must be delivered or mailed at least sixty days prior to the expiration date of the policy;
(2) The notice must be delivered or mailed to the named ***insured*** at the address in the policy and to an authorized agent or broker of the ***insured***;
(3) The notice must advise the ***insured*** that the policy will be either nonrenewed or ***renewed*** at different ***terms***, conditions or rates;
(4) The notice must advise the ***insured*** that a **SECOND NOTICE** will be sent at a later date;
(5) The notice must advise the ***insured*** that coverage will continue at the same ***terms***, conditions and rates until the later of:
(a) the expiration date, or
(b) 60 days after the **SECOND NOTICE** is delivered or mailed.
(6) The **SECOND NOTICE** sent to the ***insured*** must advise the ***insured***:
(a) of the specific reason or reasons for ***nonrenewal*** or conditional renewal; and
(b) of the amount of any premium increase if the increase is in excess of 10% and the nature of any other proposed changes.
(7) The **SECOND NOTICE** must advise the first named ***insured*** that he/she is entitled to loss information upon written request.
(8) If a substantially complete **SECOND NOTICE** is not delivered or mailed until after the expiration date of the policy, the ***insured*** is entitled to coverage under the policy:
(a) for an additional ***required policy period***;

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(b) at the same ***terms*** and conditions as the existing policy; and
(c) at the lower of the current rates or the rates of the previous period.

(9) No notice is necessary if the insurer receives a written notice from the ***insured***, his/her authorized agent or broker, or another insurer that the policy is no longer desired or has been replaced.

3d. Policies Written For A Term Of Less Than One Year-For policies issued to an insured for a seasonal purpose or to a policy issued to cover a particular project that will be performed in less than one year, the following provisions apply:

a. During the first sixty days such policy is in effect, no cancellation shall become effective until twenty days after written notice is delivered or mailed to the ***insured*** at the mailing address shown in the policy;

b. After a policy has been in effect for sixty days, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed and such cancellation is based on one or more of the statutory provisions set forth in this form.

c. After a policy has been in effect for sixty days, no premium increase for the term of the policy shall be made to become effective unless due to and commensurate with insured value added, subsequent to issuance pursuant to the policy or at the ***insured's*** request.

4. **Transition of Duties**-***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.

To assure an orderly transfer of duties when limits are exhausted:

1. ***We*** will notify the first ***named insured*** in writing, as soon as practicable, that the applicable limit of liability has been exhausted. The notice will confirm that ***our*** duty to defend suits has terminated.
2. ***We*** will initiate and cooperate in the orderly transfer of control to any appropriate ***insured***. ***We*** will take such steps as ***we*** deem appropriate to avoid a default in or to continue the defense of such suits until the transfer to a cooperating ***insured*** is complete. ***We*** will not defend any other suits subject to those limits of liability which have been exhausted.
3. The ***insured*** must take control of the suit, at their expense, within the agreed upon time or as soon as practicable in the absence of any agreement.
4. The first ***named insured*** is obliged to reimburse ***our*** expenses incurred in continuing the defense during the transition period referred to in 2. above. Effective the date of mailing, reimbursement will be payable for all expenses ***we*** incur after providing the written notice referred to in 1. above.
5. The exhaustion of ***our*** limit of liability by payment of judgments or settlements, and the resulting termination of ***our*** duty to defend, will not be waived by ***our*** failure to comply with any of the provisions of 1. through 4. above.

5. **Change, Modification or Waiver of Policy Terms**-A waiver or change of any ***terms*** of this policy must he 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 Conditional Renewal or Non-Renewal ***terms*** contained in this endorsement.

6. **Conformity with Statute**-***Terms*** of this policy, in conflict with the statutes of the state where the premises described in the Declarations are located, are amended to conform to such statutes.

7. **Misrepresentation, Concealment or Fraud**-***We*** do not provide coverage if, whether before or after a loss:

a. An ***insured*** has willfully concealed or misrepresented:
(1) any material fact or circumstance concerning this insurance; or
(2) an ***insured's*** interest herein.

b. There has been fraud or false swearing by an ***insured*** regarding a matter relating to this insurance or the subject thereof.

c. The notice provisions of the Insurance Law shall apply to this condition.

8. **Inspection and Audit**-***We*** are permitted but not obligated to inspect ***your*** property and operations. ***Our*** inspection or any resulting advice or report does not warrant that ***your*** property or operations are safe or healthful or are in compliance with any law, rule or regulation.

a. An audit to determine final premium for policies under which the initial premium is based on an estimate of ***your*** exposure base shall be conducted within 180 days after expiration of such policy, and may not be waived except in the following circumstances:
(1) the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1,500;

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(2) the policy requires notification to ***us*** with specific identification of any additional exposure units for which coverage is requested; or
(3) the policy is a commercial umbrella for which the rate or premium is determined by the application of a factor to the rate or premium of an auditable underlying policy.

b. ***We*** shall, as soon as practicable following such audit, refund or credit ***your*** account for any return premium due ***you***, or bill and make a good faith effort to collect any additional premium due ***us***, as a result of the audit.

c. If ***you*** fail to cooperate with ***us*** in ***our*** attempt to conduct such audit, including ***your*** failure to return any questionnaires or self-audit worksheets, ***we*** shall nonrenew ***your*** policy upon completion of the current policy period, in accordance with the provisions of the applicable Insurance Law, due to ***our*** inability to establish a proper premium for ***you***.

9. **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*** on or before each anniversary date. The policy expires on any anniversary date that the premium has not been received by ***us.*** Notice of cancellation will be sent in accordance with the cancellation provision in this form. Premium is subject to adjustment on the basis of the rates in effect at each anniversary date.

10. **Recoveries**-If ***we*** pay an ***insured*** for loss under this policy and lost or damaged property is recovered or payment is made by those responsible for the loss, the following provisions apply:
    a. The ***insured*** must notify ***us*** or ***we*** will notify the ***insured*** promptly if either recovers property or receives payment.
    b. Any proper expenses incurred by either party in making the recovery are reimbursed first.
    c. The ***insured*** may keep recovered property by refunding to ***us*** the amount of the claim paid or any lesser amount to which ***we*** agree.
    d. If the claim paid is less than the agreed loss due to a deductible, special limit of insurance or other limiting ***terms*** of the policy, any recovery will be pro rated between the ***insured*** and ***us*** based on ***our*** respective interests in the loss.

11. **Subrogation**.
    a. If ***we*** make a payment under this policy, ***we*** may require that the ***insured*** assign to ***us*** his or her right of recovery against any person for the loss to the extent of the payment. The ***insured*** must do everything necessary to make this assignment and secure ***our*** rights.
    b. ***We*** are not liable for any loss if an ***insured*** does anything after the loss occurs to impair ***our*** right to recover. ***You*** may waive ***your*** right of recovery in writing before a loss occurs without voiding the coverage.
    c. If ***we*** pay a loss to or on behalf of an ***insured*** and the ***insured*** recovers damages from another person for the same loss, the ***insured*** shall hold the amount recovered in trust for ***us*** and shall reimburse ***us*** as provided under Recoveries.

12. **Suit Against *Us***.
    a. **Property Coverages**-No suit to recover for any property claim may be brought against ***us*** unless:
        1) the ***terms*** of this policy have been fully complied with; and
        2) the suit is commenced within 2 years after the loss.
    b. **Liability Coverage**-No suit may be brought against ***us*** to recover amounts due for ***bodily injury*** or ***property damage*** liability unless:
        1) the ***terms*** of this policy have been fully complied with; and
        2) the amount of any ***insured's*** liability has been conclusively fixed:
            (a) by a final judgment against the ***insured***; or
            (b) by written agreement of the ***insured,*** the claimant and ***us***.

    No person shall have any right under this policy to join or implead ***us*** in any action brought to determine an ***insured's*** liability.

13. **Bankruptcy of an Insured**-Bankruptcy or insolvency of any ***insured*** or his or her estate does not relieve ***us*** of any of ***our*** obligations under this policy.

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CONDITIONS APPLICABLE TO PROPERTY COVERAGE ONLY

14. **Abandonment of Property**-***We*** may take the property or any part of it at the agreed or appraised value, but an ***insured*** may not abandon the covered property to ***us*** unless ***we*** specifically agree.
15. **Appraisal**-If ***you*** and ***we*** do not agree on the cost to repair or replace, actual cash value of or amount of loss to covered property when loss occurs, either party may demand that these amounts be determined by appraisal.
    If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, ***you*** or ***we*** can ask a judge of a court of record in the state where the property is located to select an umpire.
    The appraisers will then determine the amount of the damage stating separately, in detail: the cost to repair or replace, actual cash value of, and amount of loss to each building item and item of personal property. If the appraisers submit a written report of any agreement to ***us***, the amount agreed upon will be the amount of damage or value. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the cost to repair or replace, actual cash value of and amount of loss to each item. Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by ***you*** and ***us***.
16. **No Benefit to Bailee**-Insurance under this policy shall not directly or indirectly benefit any hired carrier or anyone else who is paid for assuming custody of covered property.
17. **Secured Party Coverage**.
    (This entire clause is void unless the name of a secured party is inserted in the Declarations or the Supplemental Declarations. This clause applies only to the interest of a secured party and does not affect the ***insured's*** rights or duties under the policy).
    If a secured party is named in this policy, any loss payable on property subject to the security interest shall be payable to the secured party and ***you*** as interest may appear. If there is more than one security interest in the same property, the order of payment shall be the same as their order of priority.
    If ***we*** deny ***your*** claim, that denial shall not apply to a valid claim of a secured party if such party has:
    a. notified ***us*** of any change in ownership, occupancy or substantial change in risk of which the secured party became aware;
    b. paid any premium due under the policy on demand if ***you*** have not made such payment; and
    c. submitted a signed, sworn proof of loss within 60 days if an ***insured*** has failed to do so.
    Policy conditions relating to Appraisal, Suit Against ***Us*** and Loss Payment apply to the secured party. If the policy is canceled by ***us***, the secured party shall be notified at least 15 days before the date cancellation takes effect. If ***we*** pay the secured party for any loss for which ***we*** have denied payment to ***you***:
    a. ***we*** are subrogated to all the rights of the secured party granted under the security agreement; or
    b. at ***our*** option ***we*** may pay the secured party the remaining amount due on the security agreement plus interest and receive a full assignment of the security agreement and any securities held as collateral for the agreement.
    However, the secured party's interest is not covered for conversion, embezzlement or secretion by an ***insured*** in possession of the encumbered property, unless specifically insured against and premium paid for such.
18. **Mortgage Clause**-Applies only to Coverage on Buildings.
    (This entire clause is void unless the name of the mortgagee (mortgage holder), or trustee under a trust deed, is inserted in the Declarations. This clause applies only to the mortgagee (or trustee) and does not affect ***your*** rights or duties under this policy).
    a. ***We*** will pay for loss or damage to buildings to each mortgagee shown on the Declarations and to ***you*** as interests may appear. If more than one mortgagee is named in the Declarations, they shall be paid in order of priority.
    b. The mortgagee is entitled to receive loss payment even if the mortgagee has started foreclosure or other similar proceedings on the building or structure.
    c. The insurance for the mortgagee continues in effect even when ***your*** insurance may be void because of ***your*** acts, neglect or failure to comply with policy terms provided that the mortgagee:
        (1) Pays any premium due under this policy at ***our*** request insofar as ***you*** have failed to do so;
        (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from ***us*** of ***your*** failure to do so; and
        (3) Notifies ***us*** of any change in ownership, occupancy or substantial change in risk known to the mortgagee.
        If all of these conditions are met, then the ***terms*** of this policy will apply directly to the mortgagee.
    d. If ***we*** pay the mortgagee for a loss where ***your*** insurance may be void as a result of ***your*** acts, neglect or failure to comply with policy ***terms*** then:
        (1) The mortgagee's rights under the mortgage will be transferred to ***us*** to the extent of the amount ***we*** pay; and
        (2) The mortgagee's right to recover the remainder of the mortgage debt from ***you*** will not be impaired.

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At ***our*** option, ***we*** may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee's interest and any instruments given as security for the mortgage debt.

e. If ***we*** cancel this policy, ***we*** will give written notice to the mortgagee at least:
(1) 10 days before the effective date of cancellation if ***we*** cancel for nonpayment of premium or other statutory reasons; or
(2) 30 days before the effective date of cancellation if ***we*** cancel for any other reason.

f. If ***we*** do not renew this policy, ***we*** will give written notice to the mortgagee at least 10 days before the expiration of this policy.

DEFINITIONS

(1) "***Covered policy"*** means, for purposes of this section, a policy of commercial risk insurance, professional liability insurance or public entity insurance.

(2) "***Required policy period"*** *means* a period of one year from the date as of which a covered policy is renewed or first issued.

(3) *"**Nonpayment of premium"*** means the failure of the named ***insured*** to discharge any obligation in connection with the payment of premiums on a policy of insurance or any installment of such premium, whether the premium is payable directly to the insurer or its agent, or indirectly under any premium finance plan or extension of credit. Payment to the insurer, or to an agent or broker authorized to receive such payment, shall be timely for the purpose of this section if made within fifteen days after the mailing to the ***insured*** of a notice of cancellation for nonpayment of premium.

(4) "***Renewal"*** or ***" to renew"*** means the issuance or offer to issue by an insurer of a policy superseding a policy previously issued and delivered by the same insurer, or another insurer within the same group or under common management, or the issuance or delivery of a certificate or notice extending the ***term*** of a policy beyond its policy period or ***term***; provided, however, that any policy with a policy period or ***term*** of less than one year shall, for the purpose of this section, be considered as if written for a policy period or ***term*** of one year, and any policy with no fixed expiration date or with a policy period or ***term*** of more than one year shall be considered as if written for successive policy periods or ***terms*** of one year.

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