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 as follows:
      1) if cancelled by ***us***-on a pro rata basis; or
      2) if cancelled by ***you***-calculated in accordance with ***our*** short rate table.
   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*** on or before each anniversary date.

Premium is subject to adjustment on the basis of the rates in effect at each anniversary date.

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.

CONDITIONS APPLICABLE TO ALL COVERAGES

YOUR POLICY DEFINITIONS (ML-20) (FL-20)

We define certain words which appear throughout the policy text in bold face type. They do not necessarily imply that coverage is provided under ***your*** policy. The definitions help ***you*** understand the coverage which is described elsewhere in the policy.

AMENDMENTS TO PERILS SECTION (ML-8) (FL-1, FL-2, FL-3, FL-6)

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.

AMENDMENTS TO LIABILITY COVERAGE SECTION (ML-9 and ML-10)

Coverage L-Personal Liability is amended to read as follows:

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 judgement or settlement, an amount equal to ***our*** limit of liability.

~~***AMENDMENTS TO LIABILITY COVERAGE SECTION*** (ML-9 and ML-10)~~

~~Exclusions that apply only to Personal Liability is amended as follows:~~

~~2.a. This exclusion does not apply to Personal Liability accidents, ***occurrences*** or losses.~~

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.