WINDSTORM WRAP-AROUND (NYPIUA ACV) ENDORSEMENT

(applicable to forms ML-1T, ML-2T, ML-3T, ML-5T)

Refer to Supplemental Declarations if information is not shown in this form.
For a rate credit, this endorsement becomes a part of ***your*** policy and it is subject to the ***terms*** contained in the General Policy Provisions.

As shown in the attached Schedule, this policy is written in conjunction with the New York Property Insurance Underwriting Association (NYPIUA). ***We*** do not provide that part of the ~~Homeowners Insurance~~ insurance for which an amount of insurance is stated in the Schedule. For that insurance, NYPIUA is providing a separate policy, with its own premium, ***terms*** and amounts of insurance.

Certain modifications are necessary to conform the policies:

Modification of This Policy

We will modify ***your*** policy as follows:

1. ~~Item 1.a. 1) under~~Under **What *You* Must Do In Case Of Loss**, the requirement to promptly give ***us*** or ***our*** agent notice is deleted and replaced as follows~~:~~
   ~~1)~~

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   romptly give notice to~~:~~
   ~~a)~~ NYPIUA; ***us*** and ***our*** agent.
   ~~b) *us* and *our* agent.~~

2. ~~Paragraph 1 of item 14~~Appraisal under **Conditions Applicable to Property Coverage Only** has been modified as follows:
   If ***you***, NYPIUA or ***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, ***you***, NYPIUA or ***we*** may demand that these amounts be determined by appraisal.

3. ~~Item 4 under~~ **How Much *We* Pay For Loss Or Claim**, Insurance Under More Than One Policy has been augmented as follows:
   a. ***You*** agree not to obtain insurance, other than that provided by NYPIUA or the Federal Flood Insurance Program, on the property described in Coverage A and B or the endorsements shown in the Schedule. However, insurance may be obtained for perils insured against not shown in the Schedule.
   b. If a loss is covered under the other insurance indicated in the attached Schedule, ~~this Homeowners Policy~~***our*** policy will be liable for the excess, if any, of any loss over the lesser of the applicable amount of insurance shown in the Schedule or the actual cash value of the damaged property.
   c. ***We*** will not be liable for loss for more than the difference between the amount of insurance in this ~~Homeowners Policy~~policy and the amount of insurance shown in the attached Schedule.
   d. In no event will the total amount of insurance in any one loss under both policies exceed the corresponding amount of insurance specified in this ~~Homeowners~~ policy.

With respect to loss to property described in Coverage A or B, and the endorsements to coverage B shown in the Schedule, the following apply:

1. The provisions of this ~~Homeowners Policy~~policy determine coverage under this policy, regardless of the provisions of the NYPIUA policy.
2. If ***you*** fail to maintain the insurance provided by NYPIUA as shown in the Schedule, ~~the Homeowners Policy~~***our*** policy is still valid. However, ***we*** will pay only the amount ***we*** would have paid if ***you*** had maintained the insurance unchanged as shown in the Schedule.
3. If the insurance shown in the Schedule is increased or broadened after the effective date of this Endorsement, ***we*** will pay only the amount ***we*** would have paid if the increase or broadening had been shown in the Schedule.

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4. All applicable deductibles in this Policy will be applied to the loss payable under this Policy. Please refer to the NYPIUA policy in order to determine any deductibles applicable under that policy.

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