

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – NEW YORK

### LIABILITY COVERAGES

1. **Bodily Injury, Property Damage and Personal Injury** is deleted and replaced by the following:

1. **Bodily Injury, Property Damage and Personal Injury**

If a claim is made or a suit is brought against an insured for damages because of **bodily injury, property damage** or **personal injury** caused by an **occurrence** to which this coverage applies, we will:

- a. Pay up to **our** limit of liability for the damages for which an **insured** is legally liable. Damages include prejudgment interest awarded against an **insured**;
- b. Provide a defense for damages for which this insurance applies at our expense and by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. This applies even if the claim or suit is groundless.

### Exclusions – Coverage A

8. **Cancellation** or **Postponement** is deleted.

### SECTION IV – CONDITIONS

**Concealment** or **Fraud** is deleted and replaced by the following:

**Concealment or Fraud.** We do not provide coverage for an **insured** who, whether before or after a loss, has:

1. intentionally concealed or misrepresented any material fact or circumstance; or
2. engaged in fraudulent conduct;

relating to this insurance.

**Suit Against Us** is deleted and replaced by the following:

**Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms of this policy.

**Cancellation** is deleted and replaced by the following:

### Cancellation.

- a. **You** may cancel this policy for any reason at least (15) days before **your event date** by returning it to **us** or by notifying **us** in writing before the cancellation is to take effect.
- b. **We** may cancel this policy:

(i) for nonpayment of premium by letting **you** know in writing the day cancellation takes effect. **We** may do so by delivering to **you**, or by mailing to **you**, at **your** mailing address shown in the **Declarations** written notice at least fifteen (15) days before cancellation takes effect. At least thirty (30) days before cancellation takes effect for all other valid reasons. Proof of mailing shall be sufficient proof of notice.

(ii) if the Superintendent of Financial Services determines that the continuation of the policy would violate or would place **us** in violation of the New York Insurance Law. **We** may do so by delivering to **you**, or by mailing to **you**, at **your** mailing address shown in the **Declarations** written notice at least thirty (30) days before cancellation takes effect. Proof of mailing shall be sufficient proof of notice.

Delivery of such written notice by **us** to the **insured** at the mailing address shown in the **Declarations** or at a forwarding address will be equivalent to proof of mailing.

- c. When this policy is cancelled by **you** or by **us**, the return premium will be refunded to **you** pro rata subject to a minimum earned premium of \$25.00.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to **us**, **we** will refund it to you within a reasonable time after the date cancellation takes effect.
- e. The written notice of cancellation will include the reason(s) for **our** action.

**Appraisal** is amended to add the following paragraph:

An appraisal shall determine the actual cash value, the replacement cost, the extent of the loss or damage and the amount of the loss or damage. An appraisal shall not determine whether the policy actually provides coverage for any portion of the claimed loss or damage.

**Bankruptcy** is deleted and replaced by the following:

**Bankruptcy.** Bankruptcy or insolvency of any **insured** or the **insured's** estate shall not relieve **us** of any of **our** obligations under this policy.

All other provisions of this policy apply.