



## NEW YORK ENDORSEMENT

This endorsement amends the following policy *terms*.

### **CANCELLATION, NON-RENEWAL OR CONDITIONAL CONTINUATION OF YOUR POLICY**

**You** may cancel this policy at any time by giving **us** written notice or returning the policy to **us** and stating the date thereafter when the cancellation is to be effective.

**We** may cancel, elect not to renew, or conditionally continue **your** policy in accordance with the following conditions:

Cancellation of **Your** Policy:

- a. 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.
- b. During First 60 Days if this is a 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 **you** notice at least 30 days before cancellation is effective. **We** must include a statement of the specific reason or reasons for such cancellation with the notice of cancellation.
- c. If this Policy has been in effect for more than 60 days-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 one or more of the reasons set forth below by giving the required notice at least 30 days before cancellation is effective.
  1. discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
  2. discovery of willful or reckless acts or omissions increasing the hazard insured against;
  3. 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
  4. a determination by the superintendent that the continuation of the policy would violate or would place the insurer in violation of this chapter.

Non-Renewal of **Your** Policy:

The New York Insurance Law requires that **we** continue **your** coverage during the Required policy period which is a period of three years from the date the policy is first issued or voluntarily renewed.

If **we** elect not to renew **your** policy or to condition its renewal on a change of limits or coverage, **we** must give **you** written notice of **our** intent at least 45 days (but no more than 60 days) before the end of the required period. **We** must include a statement of the specific reason or reasons for the non-renewal or conditional renewal.

Conditional Continuation of **Your** Policy:

If **we** have the right to cancel, **we** may, instead of canceling this policy, amend the limits of insurance or reduce coverage not required by law. If **we** take this action, **we** will notify **you** by mail at least 20 days prior to the date of such change.

Required Notice to **You** and Refund of Unearned Premium.

A. How **We** Notify **You**:

**We** mail **our** notices of cancellation, reduction of limits, elimination of coverages or **our** intention not to renew or of the reasons therefore, to **you** at the address shown in the policy. 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 shall be equivalent to mailing.

B. Refund of Premium:

If the unearned premium is not refunded with the cancellation notice, it will be sent to **you** within a reasonable time.