

The Terms and Provisions of this Endorsement Supersede any Corresponding Terms and Provisions of Forms and Endorsements Attached to and made a Part of this Policy.

**PERSONAL LIABILITY
ADDITIONAL POLICY CONDITIONS**

The following conditions are added to this policy:

- 1. Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has intentionally:
 - a. concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made material false statements;relating to this insurance.
- 2. Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.
- 3. Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
- 4. Assignment.** Assignment of this policy will not be valid unless we give our written consent.
- 5. Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies;
 - a. we insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death.
 - b. "insured" includes:
 - (1) any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
 - (2) with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
- 6. Cancellation**
 - a. The Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 - b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail or United States Post Office certificate of mailing.
 - (1) 5 days before the effective date of cancellation; for the occurrence or presence of any of the following conditions:
 - (a) vacancy or unoccupancy of the property for 60 days or more other than for rehabilitation purposes, provided however, a building shall not be deemed vacant or unoccupied unless at least 75% of owner occupied family dwellings of not more than three families or at least 65% of any other building is vacant or unoccupied.
 - (b) conviction of any person with a financial interest in the property of fraud or incendiarism.

(c) abandonment of the property or removal of heating or plumbing equipment or fixtures.

(d) Where the FAIR Plan has received reliable information that the property will be intentionally damaged or destroyed for the purpose of collecting the insurance proceeds.

(e) buildings on which because of their physical condition there is an outstanding order to vacate, an outstanding demolition order or which have been declared unsafe in accordance with applicable law. Neighborhood or area location or any environmental hazard beyond the control of the property owner shall not be deemed to be acceptable criteria for declination, cancellation, or nonrenewal of a risk.

(2) 10 days before the effective date of cancellation if we cancel for nonpayment of premium, or

(3) 30 days before the effective date of cancellation if we cancel for:

(a) existing substantial damage which the applicant or insured has failed or refused to repair.

(b) failure to pay real estate taxes on the property for two (2) years or more.

(c) failure, within the insured's control, to furnish heat, water, or public lighting for thirty (30) days or more.

(d) failure within a reasonable time to correct conditions dangerous to life, health or safety including conditions resulting from overcrowding or excessive rubbish or flammable materials.

(e) failure to provide protective devices required by law.

(f) loss history of the applicant. The frequency, severity, circumstances of the loss(es), and the number and value of the properties insured shall be considered. Each declination, nonrenewal, or cancellation based on loss history must be subject to approval by the Governing Committee.

c. We will give notice to you at your last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is canceled, we will send the Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund. Notice of cancellation will state that excess premium (if not tendered) will be refunded on demand.

7. Nonrenewal. We may elect not to renew this policy and may do so by letting you know in writing at least 60 days before the expiration date of this policy. The written notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail, or United States Post Office certificate of mailing.

Notice of nonrenewal shall be accompanied by reason therefor. All other provisions of this policy apply.

EXCLUSIONS:

Under item **2. Coverage L - Personal Liability**, paragraph f. is deleted.

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3. Duties after loss.

(a) Give written notice to us or our Agent as soon as is practical is amended to read:
Give written notice to us as soon as is practical - the words "or our agent" are eliminated.

