NEW HAMPSHIRE CHANGES

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This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| **Premises Number** | **Building Number** | **Total Limit Of Insurance Permitted On The Building** | |
|  |  | **$** |  |
|  |  | **$** |  |
|  |  | **$** |  |
|  |  | **$** |  |
|  |  | **$** |  |
|  |  | **$** |  |
| Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations. | | | |

A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.

B.

Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Conditions are replaced by the following:

2.a. We may cancel this Policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if:

(a) We cancel for nonpayment of premium;

(b) We cancel for substantial increase in hazard; or

(c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.

(2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.

b. If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation affecting the Policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the Policy; or

(3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

3. We will mail or physically deliver our notice to your last mailing address known to us.

C. The following is added and supersedes any provision to the contrary:

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Nonrenewal

1. If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

a. We manifest our willingness to renew;

b. We refuse to renew due to nonpayment of premium;

c. You do not pay any advance premium required by us for renewal; or

d. The property covered in this Policy is insured under any other insurance policy.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following are added:

1. Other Insurance On Buildings

a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is limited to the amount shown in the Schedule.

b. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Coverage Part will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

2. Policy Value

New Hampshire law states as follows:

a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such buildings are insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.

b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.

c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.

d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.