

NEW JERSEY INSURANCE UNDERWRITING ASSOCIATION

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

SPECIAL PROVISIONS AMENDATORY ENDORSEMENT

(For use with Dwelling Property Form DP 00 01 1202)

DEFINITIONS

The first sentence of the lead in to the Definition Section is replaced by the following:

In this policy “you” and “your” refer to the “named insured” shown in the Declarations and:

- a. The spouse; or
- b. A party who, with the “named insured” has entered into a civil union, recognized under New Jersey law;

if a resident of the same household.

“We”, “us” and “our” refer to this Company providing this insurance.

GENERAL EXCLUSIONS

8. Intentional Loss is deleted and is replaced by the following:

8. Intentional Loss.

- a. Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss, In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.
- b. However, this exclusion will not apply to deny payment to any person or organization who did not cooperate in or contribute to the creation of the loss if the loss arose out of family violence.
- c. If we pay a claim pursuant to paragraph 8b., our payment to any person or organization is limited to that insured’s insurable interest in the property. In no event will we pay more than the Limit of Liability.

CONDITIONS

B. Insurable Interest and Limit of Liability is deleted and replaced by the following:

B. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- a. for an amount greater than the interest of a person insured under this policy at the time of loss or;
- b. for more than the applicable Limit of Liability shown in the declarations. In case of loss under this policy the Limit of Liability shown in the Declarations shall be reduced by the amount of the loss, and shall not be reinstated until the destroyed or damaged property is replaced or repaired.

C. **Concealment or Fraud.** The entire policy will be void if, before or after a loss, you or any other insured under this policy:

- 1) Intentionally concealed or misrepresented any material fact or circumstance;
- 2) Engaged in fraudulent conduct; or
- 3) Made false statements; relating to this insurance.

J. **Subrogation**

The following is added:

If we pay an insured, who is a victim of domestic violence, for a loss caused by an act of domestic violence, the rights of that insured to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the domestic violence.

M. **Loss Payment** is deleted and replaced by the following:

- M. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss is payable within 10 working days after:
- a. We receive an agreement with you and you have satisfied any and all conditions of the agreement; or
 - b. There is an entry of a final judgment; or
 - c. There is a filing of an appraisal award with us.

O. **Mortgage Clause**

This clause is amended as follows:

The sentence "If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or non-renewal takes effect" is deleted and replaced by the following:

If we decide to cancel or not to renew this policy, the mortgagee will be notified:

1. At least 30 days before the date of cancellation takes effect; or
2. At least 10 days before the date of non-renewal takes effect.

Q. Cancellation is deleted and replaced by the following:

Q. Cancellation.

a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

b. N.J.I.U.A. may cancel this policy at any time by mailing to the **named insured** and any person entitled to notice under the policy, written notice of cancellation at least:

1. 10 days before the effective date of cancellation if the policy is cancelled for nonpayment of premium.
2. 5 days before the effective date of cancellation to the **named insured** as 10 days to the **mortgagee(s)** with respect to any of the properties or in any of the circumstances Defined in **N.J.A.C. 11: 1-5.2(b)** 3 (Short Notice Cancellation. N.J.I.U.A. shall follow Short Notice Cancellation procedure as set forth in **N.J.A.C. 11: 1-50.3**

3. 30 days before the effective date of cancellation for any other reason.
4. The notice of cancellation shall be sent by first class mail, if N.J.I.U.A. has obtained from the Post Office a date stamped proof of mailing showing the name and address of the insured.
5. N.J.I.U.A. is not required to provide notice of cancellation if the **named insured** has:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.
 - c. When the policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 - d. If the return premium is not refunded with the notice of cancellation or when the policy is returned to us, we will refund it within a reasonable time after the date of cancellation takes effect.

R. Non-Renewal is deleted and replaced by the following:

R. Continuation of Insurance. THIS POLICY WILL EXPIRE at 12:01 A.M. on the Expiration Date shown on the **Declarations**. Insurance coverage will cease at that time and will not automatically be renewed or continued.

INSURANCE DEPARTMENT REQUIREMENT – CANCELLATION AND NONRENEWAL.

Pursuant to New Jersey law, this policy cannot be cancelled or non-renewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines an insurer can use to cancel or non-renew this policy are maintained by the insurer in writing and will be furnished to the insured upon written request.

This provision does not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

INSURANCE DEPARTMENT REQUIREMENT – STANDARD FIRE INSURANCE POLICY

This policy provides coverage to the insured on an equivalent or more favorable basis than that provided by the statutory provisions cited in N.J.S.A. 17:36-5.20.

All other provisions of this policy apply.

Includes copyrighted materials from Insurance Services Office Inc. with their permission.