



NEW YORK AMENDATORY ENDORSEMENT

(Mandatory for use with forms LS-1, LS-3, LS-4, LS-5, LS-6 and LS-8.)

The coverage under this endorsement is subject to the *terms* contained in the General Policy Provisions.

1. This endorsement amends those policy provisions pertaining to Aggregate Limits of Liability found under policy Section F., titled **HOW MUCH WE PAY FOR LOSS OR CLAIM**.

Those agreements are extended to include an increase in the aggregate limit of liability in proportion to any policy extension whether required by the issuance of a late or incomplete conditional renewal notice, late non-renewal notice or other reason.

2. This endorsement amends those policy provisions pertaining to **INSPECTION AND AUDIT** found under policy Section I., titled **POLICY CONDITIONS**.

That agreement is extended to include the following:

Policies subject to audit.

- (a) An audit to determine final premium for policies under which the initial premium is based on an estimate of your exposure base shall be conducted within 180 days after expiration of such policy, and may not be waived except in the following circumstances:
 - (1) the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500;
 - (2) the policy requires notification to *us* with specific identification of any additional exposure units for which coverage is requested; or
 - (3) the policy is a commercial umbrella for which the rate or premium is determined by the application of a factor to the rate or premium of an auditable underlying policy.
 - (b) *We* shall, as soon as practicable following such audit, refund or credit *your* account for any return premium due *you*, or bill and make a good faith effort to collect any additional premium due *us*, as a result of the audit.
 - (c) If *you* fail to cooperate with *us* in *our* attempt to conduct such audit, including *your* failure to return any questionnaires or self-audit worksheets, *we* shall nonrenew *your* policy upon completion of the current policy period, in accordance with the provisions of section 3426 of the Insurance Law, due to *our* inability to establish a proper premium for *you*.
3. This endorsement amends that policy provision pertaining to **SUIT AGAINST US** found under policy Section I., titled **POLICY CONDITIONS**.

Item b) (1) is revised to read:

- (1) by a final judgment against the *insured* following trial or other means of adjudication; or

All other aspects of these policies remain unchanged.