

**Important: The below information is only for National Interstate policyholders**

# State-Specific Information About Our Coronavirus Response

Please review the following state-specific information about COVID-19.

## New York

### Premium Flexibility

A recent Executive Order issued by Governor Cuomo, together with recent amendments to the insurance and banking regulations (the “regulations”) issued by the New York State Department of Financial Services (“Department”), extend grace periods and give you other rights under certain property/casualty insurance policies if you are an individual or small business and can demonstrate financial hardship as a result of the novel coronavirus (“COVID 19”) pandemic (“affected policyholder”). These grace periods and rights are currently in effect but are temporary, though they may be extended further. Please check the Department’s website at <https://www.dfs.ny.gov/consumers/coronavirus> for updates.

If you are an individual, generally, personal lines property/casualty insurance policies are covered by these amendments, including auto, homeowners’ and renters’ insurance. If you are an individual and an affected policyholder, please contact Anchor Group Management Inc. (AGMI) at 1-800-897-2551 if you are uncertain whether your policy is covered.

If you are a small business, only certain types of commercial lines property/casualty insurance policies are covered by these amendments, generally including property, fire, commercial general liability, special multiperil, medical malpractice, workers’ compensation, commercial auto (including livery and other for-hire vehicles), and commercial umbrella insurance. A business qualifies as a “small business” if it is resident in New York State, is independently owned and operated, and employs 100 or fewer individuals. If you are a small business and an affected policyholder, please contact AGMI if you are uncertain whether your policy is covered.

A copy of the Executive Order and regulations can be found at <https://www.governor.ny.gov/news/no-20213-continuing-temporary-suspension-and-modification-laws-relating-disaster-emergency> and [https://www.dfs.ny.gov/system/files/documents/2020/03/re\\_consolidated\\_amend\\_pt\\_40\\_5\\_27a\\_27c\\_new\\_216\\_text.pdf](https://www.dfs.ny.gov/system/files/documents/2020/03/re_consolidated_amend_pt_40_5_27a_27c_new_216_text.pdf), respectively.

## Moratorium on Cancellation, Non-Renewal, and Conditional Renewal

If you are an affected policyholder, there is a moratorium on us cancelling, non-renewing, or conditionally renewing your property/casualty insurance policy for a period of 60 days. If you do not make a timely premium payment and can demonstrate financial hardship as a result of the COVID-19 pandemic, we may not impose any late fees relating to the premium payment or report you to a credit reporting agency or a debt collection agency regarding such premium payment.

## Catching up on Overdue Insurance Payments

The regulations also require us to permit you, as an affected policyholder, to pay the overdue premium over a 12-month period if you did not make a timely premium payment due to financial hardship as a result of the COVID-19 pandemic and can still demonstrate financial hardship as a result of the COVID-19 pandemic. This also applies if we sent you a nonpayment cancellation notice prior to March 29, 2020.

## Policies Financed by Premium Finance Agencies – Grace Period

If your insurance policy has been financed through a premium finance agency, and you, as an affected policyholder, do not make an installment payment, the premium finance agency may not cancel your policy for a period of at least 60 days, including any contractual grace period, and subject to the safety and soundness of the premium finance agency. In addition, if you do not make a timely installment payment to the premium finance agency, the premium finance agency must extend the due date for the installment payment by at least 60 days, may not impose any late fees relating to that installment payment, and may not report you to a credit reporting agency or a debt collection agency regarding that installment payment.

## Catching up on Overdue Payments to Premium Finance Agencies

If you, as an affected policyholder, do not make a timely installment payment to the premium finance agency due to financial hardship as a result of the COVID-19 pandemic, the premium finance agency must permit you to pay the installment payment over a 12-month period if you can still demonstrate financial hardship as a result of the COVID-19 pandemic, subject to the safety and soundness of the premium finance agency. This also applies if the premium finance agency issued a non-payment cancellation notice prior to March 29, 2020.

## How to Demonstrate Financial Hardship

If you, as an affected policyholder, are unable to make a timely premium payment due to financial hardship as a result of the COVID-19 pandemic, you may submit to us or your premium finance agency, as applicable, a statement that you swear or affirm in writing under penalty of perjury that you are experiencing financial hardship as a result of the

COVID-19 pandemic, which we or your premium finance agency, as applicable, must accept as satisfactory proof. Such statement need not be notarized.

## Questions

If you have any questions regarding your rights under the Executive Order or regulations, please contact AGMI or your premium finance agency.

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## COVID-19 Related Claims

Most property policies will not provide coverage for Coronavirus claims. Property policies typically require direct physical loss of or damage to covered property, which is likely to be absent in a virus claim situation. For Business Income/Extra Expense coverage to apply, there must first be direct physical loss of or damage to covered property. For Civil Authority coverage to apply, the insured's loss of business income must be caused by action of civil authority that prohibits access to the described premises when a covered cause of loss causes damage to property other than property at the described premises. Civil Authority coverage also requires that access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, the described premises is not more than one mile from the damaged property, and the action of civil authority is taken in response to dangerous physical conditions resulting from the damage or to enable a civil authority to have unimpeded access to the damaged property. In addition, most property policies exclude all loss or damage caused by or resulting from any virus or bacteria. Other limitations and exclusions may apply to virus-related claims as well.

Discussion of potential claims and coverages are illustrative only, and no representation is made that coverage does or does not exist. The unique facts of any actual situation, as well as the specific terms, conditions, exclusions, and limitations in any potentially-applicable insurance policy, will control in the event of an actual claim. Please refer to a policy's full provisions for a complete description of applicable terms, conditions, limits and exclusions. If you are an insured and believe you have a claim, please contact your agent for additional information.

Policies are underwritten by National Interstate Insurance Company and Vanliner Insurance Company, authorized insurers in all 50 states and the D.C.; National Interstate Insurance Company of Hawaii, Inc., an authorized insurer in HI, MI, NJ, and OH; and Triumphe Casualty Company, an authorized insurer in all 50 states and the D.C. except in MI, NJ, NY, and WY.

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