

## Updates or Changes to the 2025 Common Terms and Conditions Document

*Please note, this document is provided as information for Members and Brokers. This summary cannot bind or change coverage – the form governs all coverage provisions. Please refer to the form itself and carefully review it to understand coverage.*

1. Changes made to provide necessary clarifications and to establish related procedures and obligations
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The existing condition of coverage that a **Member's** rights and duties may not be transferred or assigned to others without written consent of the **Pool** is clarified by amendment to include examples of third parties. Further, the **Pool's** obligation to make payment for covered damage(s) is immediately suspended if a **Member** grants interest or control over a claim or loss. The **Pool's** obligation to make payment is restored when/if the **Member** provides evidence that such a grant is effectively terminated.

### H. TRANSFER OF MEMBER'S RIGHTS AND DUTIES UNDER THESE COMMON TERMS AND CONDITIONS

The **Member's** rights and duties under the Coverage Documents to which these Common Terms and Conditions apply may not be transferred or assigned to a third party, including, but not limited to, litigation finance companies, attorneys, banks, adjusters, architects, engineers, or contractors, without the **Pool's** written consent.

A **Member's** action which grants an interest in or control over a claim or loss resulting from covered damage(s) will immediately suspend the **Pool's** obligation to make payment. The **Pool's** obligation to make payments shall not be restored unless and until the **Member** provides evidence to the **Pool** that any such grant of an interest in or control over such loss or claim to a third party has effectively been terminated.