

Policy Number
660320-1417

03/12/15



CHRIS KUO AND
FRANCIS KUO
10 WASSERMAN HTS
MERRIMACK NH 03054-4763

Please review the Declarations page for a detailed description of your coverages.

J000EK0 28 A





Massachusetts Homeowners Policy

in a simplified easy to read form.

Amica Mutual Insurance Company

Corporate
Office

One Hundred Amica Way
Lincoln, Rhode Island
Mail: PO Box 6008, Providence, RI 02940-6008

Policyholder
Service

Southeastern Massachusetts Office
596 Paramount Drive
Raynham, MA 02767-5172
Mail: PO Box 529
East Taunton, MA 02718-0529
1-800-592-6422

Branch Offices Countrywide

YOUR HOMEOWNERS POLICY

QUICK REFERENCE

SECTION I YOUR PROPERTY	DECLARATIONS PAGE	
	Your Name	
	Location of Your Residence	
	Policy Period	
	Coverages	
	Amounts of Insurance	
	Deductible	
	AGREEMENT	Beginning
	DEFINITIONS	<u>On Page</u>
		1
SECTION II YOUR LIABILITY	COVERAGES	2
	Property Coverages	
	Loss of Use	
	Additional Coverages	
	Debris Removal	
	Trees, Shrubs and Plants	
	Credit Card	
	Glass or Safety Glazing Material	
	PERILS INSURED AGAINST	8
	EXCLUSIONS	10
SECTION I and SECTION II	CONDITIONS	11
	Insurable Interest	
	Duties After Loss	
	Loss Settlement	
	Mortgage Clause	
	COVERAGES	14
	Personal Liability	
	Medical Payments to Others	
	EXCLUSIONS	14
	ADDITIONAL COVERAGES	17
SECTION I and SECTION II	Claim Expenses	
	First Aid Expenses	
	Damage to Property of Others	
	Loss Assessment	
	CONDITIONS	18
	Limit of Liability	
	Duties After Loss	
	Policy Period	
	CONDITIONS	19
	Cancellation	
	Non-Renewal	

PLEASE NOTE: THERE ARE MASSACHUSETTS AMENDATORY ENDORSEMENTS.

THIS IS AN EASY TO READ POLICY. PLEASE READ YOUR POLICY. IF THERE ARE ANY QUESTIONS, CALL US RIGHT AWAY.

LIMITED HOME DAY CARE COVERAGE ADVISORY NOTICE TO POLICYHOLDERS

CAUTION: This is a summary of the limited coverage provided in your Homeowners Policy for Home Day Care services. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverage you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL. PLEASE READ YOUR POLICY CAREFULLY.**

A. "**Business**", as defined in the policy, means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities:
 - (1) Not described in b. through d. below; and
 - (2) For which no insured receives more than \$10,000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received, other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an insured.

B. If you or any other insured regularly provides home day care services to a person or persons other than you or any other insureds as their trade, profession or occupation, that service is a **business**.

C. If home day care service is not your or any other insured's given trade, profession or occupation but is an activity:

1. That you or any other insured engages in for money or other compensation; and
2. From which you or any other insured receives more than \$10,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a **business**.

D. With respect to C. above, home day care service is only an example of an activity engaged in for money that may be a **business**. Any single activity or combination of activities:

1. Described in A.2. above; and
2. Engaged in for money by you or any other insured;

may be considered a **business** if the \$10,000 threshold is exceeded.

E. With respect to A. through D. above, coverage does not apply to or is limited with respect to home day care service which is a **business**. For example, this policy:

1. Does not provide:
 - a. Section II coverages. This is because your **business** or the **business** of any other insured is excluded under Section II - Exclusions;
 - b. Coverage, under Section I, for other structures from which any **business** is conducted; and
2. Limits Section I coverage, under Coverage C - Special Limits Of Liability, for **business** property;
 - a. On the residence premises for the home day care **business** to \$2,500 in Forms HO 00 03, HO 00 04

**LIMITED HOME DAY CARE COVERAGE
ADVISORY NOTICE TO POLICYHOLDERS**

and **HO 00 06** and to \$5,000 in Form **HO 00 05**. This is because Coverage **C** - Special Limits Of Liability imposes that limit on **business** property on the residence premises;

- b. Away from the residence premises for the home day care **business** to \$1,500 in Forms **HO 00 03**, **HO 00 04** and **HO 00 06** and to \$2,000 in Form **HO 00 05**. This is because Coverage - **C** - Special Limits Of Liability imposes that limit on **business** property away from the residence premises. This limit does not apply to antennas, tapes, wires, records, disks or other media that are:

(1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

(2) In or upon a motor vehicle.

THIS NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED WITH. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

When the limited fungi, wet or dry rot, or bacteria coverage endorsement is attached to your policy:

- The amount of property insurance available for loss to your property caused by **fungi**, wet or dry rot, or bacteria is reduced. Coverage is only provided for loss caused by **fungi**, wet or dry rot, or bacteria if such **fungi**, wet or dry rot, or bacteria is the result of a covered peril. **Fungi** are defined in the endorsement and include mold;
- Coverage is added for the testing of air or property to confirm the absence, presence or level of **fungi**, wet or dry rot, or bacteria; and
- The amount of liability insurance available for injury or damage arising directly or indirectly out of **fungi**, wet or dry rot, or bacteria is reduced.

SECTION I - PROPERTY COVERAGES

If **fungi**, wet or dry rot, or bacteria results from a covered peril and damages your property, loss caused by such **fungi**, wet or dry rot, or bacteria is covered. However, the amount of insurance available for such coverage is limited to the amount specified on the endorsement (or if not on the endorsement, the Declarations page of your policy).

Coverage, up to the specified amount of insurance, includes:

1. The cost to remove fungi, wet or dry rot or bacteria from covered property;
2. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi, wet or dry rot or bacteria; and
3. The cost of testing of air or property to confirm the absence, presence or level of fungi, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that fungi, wet or dry rot or bacteria is present.

NOTE: Coverage is available ONLY if loss or costs result from a Peril Insured Against that occurs during the policy period.

Limit of Liability.

We will provide up to \$10,000 of coverage. Higher limits of \$25,000 and \$50,000 are available for an additional cost. The limit is the most we will pay for the total of all loss or costs payable regardless of the number of locations insured under your policy or the number of claims made.

SECTION II - LIABILITY COVERAGE

We have limited the amount of insurance available to you when a claim is made or a suit is brought against you by another person alleging damages because of bodily injury or property damage arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, wet or dry rot, or bacteria.

Previously, your liability coverage for damages cause by fungi, wet or dry rot, or bacteria was provided on an occurrence basis. The new limit of liability is provided on an aggregate basis. This means that the limit for liability coverage shown in the endorsement (\$50,000) is the most we will pay for all damages resulting from the total of all bodily injury or property damage, occurring during the entire policy period, that is a result of fungi, wet or dry rot, or bacteria. This aggregate limit is the most we will pay regardless of the number of locations insured under the policy, number of persons injured, number of persons whose property is damaged, number of insureds, or the number of occurrences or claims made against you.

A higher limit of \$100,000 is available for an additional cost.

If you have any questions regarding these changes, please contact the branch office serving your area.

Amica Mutual Insurance Company

HOMEOWNERS PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL AND LIMITED ESCAPED LIQUID FUEL LIABILITY COVERAGES

ADVISORY NOTICE TO POLICYHOLDERS

THIS NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED WITH. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Your policy has:

- Added coverage for damage to your property caused by the escape of certain petroleum products that may be found in or on your home, your residential unit in an apartment, condominium or cooperative building, your household or personal property, other real property you own that is covered in this policy and land on which your home or unit or covered personal property is located; and
- Reduced liability coverage for injury to another person, or damage to the property of others, that is caused by the escape of certain petroleum products emanating from an insured location such as your house, any other premises where you are living but which you do not own, or vacant land that you own.

ESCAPED FUEL REMEDIATION

If liquid fuel escapes from a fuel storage system on your property, loss or damage caused by the escaped fuel to your home, personal property, any other one, two, three or four family dwelling building you own and insure for remediation coverage will be covered. Additionally, your land on which the house, other structures or other dwelling building you own are situated will be covered for loss or damage. Coverage will apply when the fuel storage tanks, vessels and/or containers on your property have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel. Coverage will also be provided for:

1. The cost of making temporary repairs to stop the further escape of liquid fuel, or to retard or stop the spread of escaped liquid fuel.
2. Reasonable expenses to test, monitor or assess the effects of escaped liquid fuel, required by law, or when a governmental agency or a court of law requests, orders or demands that you do so.
3. Loss or damage to your trees, shrubs and plants that are not grown for business; and
4. Additional living expenses you incur to maintain your normal standard of living.

However, there will be no coverage:

1. For a reduction in the market value of your house and any other dwelling building you own, including the land on which they are situated, or your personal property, whether or not such property has been damaged;
2. For damages resulting from the loss of a pending sale of your house and, if covered under this policy, other dwelling buildings, other structures and your personal property;
3. To replace any of the escaped fuel;
4. For any expense you incur to demolish, repair or replace any part of your fuel system; and
5. For any damages resulting from an escape of liquid fuel from one or more containers, tanks or vessels or related lines or parts that are connected to or a part of a motor vehicle, motorized land conveyance or watercraft.

Our limit of liability

We will provide up to \$10,000 of coverage. The limit is the most we will pay for the total of all loss, damage or expense caused by the escape of liquid fuel from your fuel system during the policy period regardless of the number of locations insured under your policy, the number of escapes of liquid fuel you discover or learn of during the policy period or the number of claims made.

HOMEOWNERS PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL AND LIMITED ESCAPED LIQUID FUEL LIABILITY COVERAGES

ADVISORY NOTICE TO POLICYHOLDERS

Your Deductible

We will apply a deductible amount of the greater of \$250 or the amount that applies to the peril of fire.

ESCAPED FUEL LIABILITY COVERAGE
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1. We have limited your coverage when a claim is made or a suit is brought against you by another person alleging damages because bodily injury or property damage arising out of the escape of liquid fuel from your fuel storage system when the fuel storage tanks, vessels and/or containers have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel and the fuel is used to heat or cool your dwelling, heat water, cook food, or power your motor vehicle, recreational vehicle or boat not used in any business.
2. The limit of liability for escaped fuel liability coverage is provided on an aggregate basis. This means that the limit for liability coverage is the most we will pay for all damages resulting from the total of all bodily injury or property damage, occurring during the entire policy period, that is caused by the escape of liquid fuel from your fuel system. This aggregate limit is the most we will pay regardless of the number of locations insured under the policy, number of insureds, number of persons injured by escaped fuel, number of persons whose property is damaged by escaped fuel or the number of claims made against you.

We provide up to \$50,000 of coverage.

AMICA MUTUAL INSURANCE COMPANY
LINCOLN, RHODE ISLAND

Page 1 of 2

DECLARATIONS

HOMEOWNERS POLICY NO. 660320-1417

NAMED INSURED AND MAILING ADDRESS

CHRIS KUO AND
FRANCIS KUO
1241 ADAMS ST # F504
DORCHESTER CENTER MA 02124

POLICY PERIOD: 12:01 A.M., Standard Time
at the residence premises

From: MARCH 15, 2015

To: MARCH 15, 2016

SUFFOLK
County in which premises is located

The residence premises covered by this policy is located at the above address unless otherwise stated:

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

Section I Coverages		Limit of Liability	Premium
A. Dwelling	\$	69,000	Basic Policy \$ 628.00
B. Other Structures	\$	NIL	\$
C. Personal Property	\$	15,000	\$
D. Loss of Use	\$	7,500	\$
Section II Coverages			\$
E. Personal Liability	\$	500,000 Each Occurrence	TOTAL PREMIUM \$ 628.00
F. Medical Payments to Others	\$	1,000 Each Person	

DEDUCTIBLE-SECTION I : \$500

SPECIAL DISCOUNT:
E-DISCOUNT

Special State Provisions:

Section II - Other insured locations:

Mortgagee LOAN NO. 125003

BANK OF CANTON
ITS SUCCESSORS AND/OR ASSIGNS, ATIMA
PO BOX 381
NORWELL, MA 02061

This policy shall not be valid unless countersigned by our authorized agent or representative.



Authorized Representative

CONTINUATION OF DECLARATIONS FOR HOMEOWNERS POLICY NO. 660320-1417

NAMED INSURED AND MAILING ADDRESS

CHRIS KUO AND
FRANCIS KUO
1241 ADAMS ST # F504
DORCHESTER CENTER MA 02124

LOSS PAYEE - PERSONAL PROPERTY

Form and Endorsements made part of this policy at time of issue:

Form : HO 00 06 05 11 UNIT-OWNERS FORM

Endorsement(s) :

AH 01 00 05 11 AMENDATORY ENDORSEMENT - COVERAGE ENHANCEMENTS
HO 00 03, HO 00 04 AND HO 00 06

MA 04 98 06 11 REFRIGERATED PROPERTY COVERAGE
\$100 DEDUCTIBLE APPLIES
TOTAL LIMIT OF LIABILITY \$ 250

HO 01 20 05 11 SPECIAL PROVISIONS - MASSACHUSETTS

HO 04 90 05 11 PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

HO 05 23 09 01 AMENDATORY NONRENEWAL ENDORSEMENT

HO 05 37 05 11 LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE - MA

1. SECTION I - PROPERTY COVERAGE LIMIT OF LIABILITY \$ 10,000
FOR "FUNGI", WET OR DRY ROT, OR BACTERIA

2. SECTION II - COVERAGE E AGGREGATE SUBLIMIT OF LIABILITY \$ 50,000
FOR "FUNGI", WET OR DRY ROT, OR BACTERIA

MA 00 53 02 01 MASSACHUSETTS MUTUAL PROVISIONS - NON-DIVIDEND POLICY

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:

a. Liability for **bodily injury** or **property damage** arising out of the:

- (1) Ownership of such vehicle or craft by an **insured**;
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an **insured** to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an **insured**; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

(4) Motor vehicle means a **motor vehicle** as defined in 7. below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:

(1) One or more activities, not described in (2) through (4) below, for which no **insured** receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;

(2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

(3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

(4) The rendering of home day care services to a relative of an **insured**.

4. "Employee" means an employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm under an agreement between an **insured** and the labor leasing firm, whose duties are other than those performed by a **residence employee**.

5. "Insured" means:

a. You and residents of your household who are:

(1) Your relatives; or

(2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

- (1) 24 and your relative; or
- (2) 21 and in your care or the care of a resident of your household who is your relative; or

c. Under Section II:

- (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in 5.a. or b. "**Insured**" does not mean a person or organization using or having custody of these animals or watercraft in the course of any **business** or without consent of the owner; or
- (2) With respect to a **motor vehicle** to which this policy applies:
 - (a) Persons while engaged in your employ or that of any person described in 5.a. or b.; or
 - (b) Other persons using the vehicle on an **insured location** with your consent.

Under both Sections I and II, when the word an immediately precedes the word **insured**, the words an **insured** together mean one or more **insureds**.

6. "**Insured location**" means:

- a. The **residence premises**;
- b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in a. and b. above;
- d. Any part of a premises:
 - (1) Not owned by an **insured**; and
 - (2) Where an **insured** is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an **insured**;
- f. Land owned by or rented to an **insured** on which a one-, two-, three- or four-family dwelling is being built as a residence for an **insured**;

- g. Individual or family cemetery plots or burial vaults of an **insured**; or
- h. Any part of a premises occasionally rented to an **insured** for other than **business** use.

7. "**Motor vehicle**" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

8. "**Occurrence**" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a. **Bodily injury**; or
- b. **Property damage**.

9. "**Property damage**" means physical injury to, destruction of, or loss of use of tangible property.

10. "**Residence employee**" means:

- a. An employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm, under an agreement between an **insured** and the labor leasing firm, whose duties are related to the maintenance or use of the **residence premises**, including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the **business** of an **insured**.

A **residence employee** does not include a temporary employee who is furnished to an **insured** to substitute for a permanent **residence employee** on leave or to meet seasonal or short-term workload conditions.

11. "**Residence premises**" means the unit where you reside shown as the **residence premises** in the Declarations.

SECTION I - PROPERTY COVERAGES

A. Coverage A - Dwelling

1. We cover:

- a. The alterations, appliances, fixtures and improvements which are part of the building contained within the **residence premises**;
- b. Items of real property which pertain exclusively to the **residence premises**;

- c. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
- d. Structures owned solely by you, other than the **residence premises**, at the location of the **residence premises**.

2. We do not cover:

- a. Land, including land on which the **residence premises**, real property or structures are located;
- b. Structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Structures from which any **business** is conducted; or
- d. Structures used to store **business** property. However, we do cover a structure that contains **business** property solely owned by an **insured** or a tenant of the dwelling provided that **business** property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

B. Coverage C - Personal Property

1. **Covered Property**

We cover personal property owned or used by an **insured** while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the **residence premises** occupied by an **insured**; or
- b. A guest or a **residence employee**, while the property is in any residence occupied by an **insured**.

2. **Limit For Property At Other Locations**

a. **Other Residences**

Our limit of liability for personal property usually located at an **insured's** residence, other than the **residence premises**, is 10% of the limit of liability for Coverage **C**, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the **residence premises** because it is:
 - (a) Being repaired, renovated or rebuilt; and

- (b) Not fit to live in or store property in; or

- (2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

b. Self-storage Facilities

Our limit of liability for personal property owned or used by an **insured** and located in a self-storage facility is 10% of the limit of liability for Coverage **C**, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the **residence premises** because it is:

- (a) Being repaired, renovated or rebuilt; and
- (b) Not fit to live in or store property in; or

- (2) Usually located in an **insured's** residence, other than the **residence premises**.

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on trailers or semitrailers not used with watercraft of all types.

- e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the **residence premises**, used primarily for **business** purposes.
- i. \$1,500 on property, away from the **residence premises**, used primarily for **business** purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a **motor vehicle**.
- j. \$1,500 on portable electronic equipment that:
 - (1) Reproduces, receives or transmits audio, visual or data signals;
 - (2) Is designed to be operated by more than one power source, one of which is a **motor vehicle's** electrical system; and
 - (3) Is in or upon a **motor vehicle**.
- k. \$250 for antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a **motor vehicle**.

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. **Motor vehicles**.

This includes a **motor vehicle's** equipment and parts.

However, this Paragraph 4.c. does not apply to:

(1) Portable electronic equipment that:

- (a) Reproduces, receives or transmits audio, visual or data signals; and
- (b) Is designed so that it may be operated from a power source other than a **motor vehicle's** electrical system.

(2) **Motor vehicles** not required to be registered for use on public roads or property which are:

- (a) Used solely to service a residence; or
- (b) Designed to assist the handicapped;

d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft;

We do cover model or hobby aircraft not used or designed to carry people or cargo;

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an **insured**;
- g. Property in an apartment regularly rented or held for rental to others by an **insured**;
- h. Property rented or held for rental to others off the **residence premises**;
- i. **Business** data, including such data stored in:

(1) Books of account, drawings or other paper records; or

(2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I - Property Coverages; or

- k. Water or steam.

C. Coverage D - Loss Of Use

The limit of liability for Coverage **D** is the total limit for the coverages in **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** below.

1. Additional Living Expense

If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the **residence premises** not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

If a loss covered under Section **I** makes that part of the **residence premises** rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace that such premises.

3. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the **residence premises** as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than two weeks.

4. Loss Or Expense Not Covered

We do not cover loss or expense due to cancellation of a lease or agreement.

The periods of time under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** above are not limited by expiration of this policy.

D. Additional Coverages

1. Debris Removal

- a. We will pay your reasonable expense for the removal of:

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for such expense.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the **residence premises** of:

- (1) Trees you solely own felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

- (2) A neighbor's trees felled by a Peril Insured Against under Coverage **C**;

provided the trees damage a covered structure.

The \$1,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or

- (2) Relieve you of your duties, in case of a loss to covered property, described in **C.4.** under Section **I** - Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, you solely own at the location of the **residence premises**, for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;

- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the **residence premises**;
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 10% of the limit of liability that applies to Coverage **C** for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for **business** purposes.

This coverage is additional insurance.

4. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

a. We will pay up to \$500 for:

- (1) The legal obligation of an **insured** to pay because of the theft or unauthorized use of credit cards issued to or registered in an **insured's** name;
- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an **insured's** name;

(3) Loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and

(4) Loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

b. We do not cover:

(1) Use of a credit card, electronic fund transfer card or access device:

- (a) By a resident of your household;
- (b) By a person who has been entrusted with either type of card or access device; or
- (c) If an **insured** has not complied with all terms and conditions under which the cards are issued or the devices accessed; or

(2) Loss arising out of **business** use or dishonesty of an **insured**.

c. If the coverage in a. above applies, the following defense provisions also apply:

- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- (2) If a suit is brought against an **insured** for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.
- (3) We have the option to defend at our expense an **insured** or an **insured's** bank against any suit for the enforcement of payment under a.(3) above.

7. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the **residence premises**, by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

(1) Earthquake; or

(2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph **Q**. Policy Period under Section **I** - Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- a. The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage - Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage - Collapse does not apply to:
 - (1) A building or any part of a building that is in danger of falling down or caving in;
 - (2) A part of a building that is standing, even if it has separated from another part of the building; or
 - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
 - (1) The Perils Insured Against named under Coverage **C**;

(2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an **insured** prior to collapse;

(3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an **insured** prior to collapse;

(4) Weight of contents, equipment, animals or people;

(5) Weight of rain which collects on a roof; or

(6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.

f. This coverage does not increase the limit of liability that applies to the damaged covered property.

9. Glass Or Safety Glazing Material

a. We cover:

(1) The breakage of glass or safety glazing material which is part of a building, storm door or storm window and covered under Coverage **A**;

(2) The breakage of glass or safety glazing material which is part of a building, storm door or storm window and covered under Coverage **A** when caused directly by earth movement; and

(3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

(1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or

(2) To the **residence premises** if the building containing the **residence premises** has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A building being constructed is not considered vacant.

- c. This coverage does not increase the limit of liability that applies to the damaged property.

10. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

(1) The construction, demolition, remodeling, renovation or repair of that part of property covered under Coverage **A** damaged by a Peril Insured Against;

(2) The demolition and reconstruction of the undamaged part of property covered under Coverage **A**, when that property must be totally demolished because of damage by a Peril Insured Against to another part of that property covered under Coverage **A**; or

(3) The remodeling, removal or replacement of the portion of the undamaged part of property covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the property covered under Coverage **A** damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

- c. We do not cover:

(1) The loss in value to any property covered under Coverage **A** due to the requirements of any ordinance or law; or

(2) The costs to comply with any ordinance or law which requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any property covered under Coverage **A**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

11. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, away from the **residence premises** for loss caused by a Peril Insured Against.

This coverage does not increase the limits of liability that apply to the damaged covered property.

SECTION I - PERILS INSURED AGAINST

We insure for direct physical loss to the property described in Coverages **A** and **C** caused by any of the following perils unless the loss is excluded in Section **I - Exclusions**.

1. Fire Or Lightning

2. Windstorm Or Hail

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by a resident of the **residence premises**.

7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism Or Malicious Mischief

This peril does not include loss to property which pertains to the **residence premises**, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the building containing the **residence premises** has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant.

9. Theft

a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

b. This peril does not include loss caused by theft:

(1) Committed by an **insured**;

(2) In or to a **residence premises** under construction, or of materials and supplies for use in the construction until the **residence premises** is finished and occupied;

(3) From that part of a **residence premises** rented by an **insured** to someone other than another **insured**; or

(4) That occurs away from the **residence premises** or the location of the **residence premises** of:

(a) Trailers, semitrailers and campers;

(b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or

(c) Property while at any other residence owned by, rented to, or occupied by an **insured**, except while an **insured** is temporarily living there. Property of an **insured** who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

10. Falling Objects

This peril does not include loss to the inside of a building or property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

11. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf, or dock.

12. Accidental Discharge Or Overflow Of Water Or Steam

a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay to tear out and replace any part of a building or other structure owned solely by you which is covered under Coverage **A** and at the location of the **residence premises**, but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building owned solely by you at the location of the **residence premises**.

b. This peril does not include loss:

(1) To or within the **residence premises**, if the building containing the **residence premises** has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant;

(2) To the system or appliance from which the water or steam escaped;

(3) Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;

(4) To or within the **residence premises** caused by accidental discharge or overflow which occurs away from the building where the **residence premises** is located; or

(5) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- d. Section I - Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing below.

14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the **residence premises** for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

SECTION I - EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided for in D.10. Ordinance Or Law under Section I - Property Coverages;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion 1. applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting.

This Exclusion 2. applies regardless of whether any of the above, in 2.a. through 2.d., is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in 2.a. through 2.d., is covered.

3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
 - (1) Backs up through sewers or drains; or

(2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;

- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this exclusion.

This Exclusion 3. applies regardless of whether any of the above, in 3.a. through 3.d., is caused by an act of nature or is otherwise caused.

This Exclusion 3. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in 3.a. through 3.d., is covered.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the **residence premises**. But if the failure results in a loss, from a Peril Insured Against on the **residence premises**, we will pay for the loss caused by that peril.

5. Neglect

Neglect means neglect of an **insured** to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in N. Nuclear Hazard Clause under Section I - Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no **insured** is entitled to coverage, even **insureds** who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

SECTION I - CONDITIONS

A. 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:

1. To an **insured** for more than the amount of such **insured's** interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Deductible

Unless otherwise noted in this policy, the following deductible provision applies:

With respect to any one loss:

1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
2. If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.

C. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an **insured** seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;

3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I - Property Coverages**;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of an other **insured**, and sign the same;
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all **insureds** and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in **6.** above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and

- h. Evidence or affidavit that supports a claim under **D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I - Property Coverages**, stating the amount and cause of loss.

D. Loss Settlement

Covered property losses are settled as follows:

1. Personal property and grave markers, including mausoleums, at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Coverage **A - Dwelling**:
 - a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
 - b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

In this provision, the terms "repaired" or "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **D.10. Ordinance Or Law** under Section **I - Property Coverages**.

E. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

F. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the **residence premises** is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

G. Other Insurance And Service Agreement

1. If a loss covered by this policy is also covered by:
 - a. Other insurance, except insurance in the name of a corporation or association of property owners, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
 - b. A service agreement, except a service agreement in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such agreement.
2. Subject to Paragraph **G.1.**, if, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance is:
 - a. Excess over the amount due under such other insurance or service agreement, whether the corporation or association of property owners has collected that amount or not; and
 - b. Primary with respect to any amount of the loss covered by this policy and not due under such other insurance or service agreement because of the application of a deductible.
3. As used in this Paragraph **G.**, a service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

H. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this policy and the action is started within two years after the date of loss.

I. Our Option

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

J. 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 will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

K. Abandonment Of Property

We need not accept any property abandoned by an **insured**.

L. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgagees.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **F. Appraisal**, **H. Suit Against Us** and **J. Loss Payment** under Section **I - Conditions** also apply to the mortgagee.
3. 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 nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

M. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

N. Nuclear Hazard Clause

1. "**Nuclear Hazard**" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

O. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

P. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

Q. Policy Period

This policy applies only to loss which occurs during the policy period.

R. Concealment Or Fraud

We provide coverage to no **insureds** under this policy if, whether before or after a loss, an **insured** has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

S. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, the definition of **insured** is changed to include that loss payee with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

SECTION II - LIABILITY COVERAGES

A. Coverage E - Personal Liability

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an **insured** is legally liable. Damages include prejudgment interest awarded against an **insured**; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the **occurrence** has been exhausted by payment of a judgment or settlement.

B. Coverage F - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except **residence employees**. As to others, this coverage applies only:

1. To a person on the **insured location** with the permission of an **insured**; or
2. To a person off the **insured location**, if the **bodily injury**:
 - a. Arises out of a condition on the **insured location** or the ways immediately adjoining;
 - b. Is caused by the activities of an **insured**;
 - c. Is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or
 - d. Is caused by an animal owned by or in the care of an **insured**.

SECTION II - EXCLUSIONS

A. Motor Vehicle Liability

1. Coverages **E** and **F** do not apply to any **motor vehicle liability** if, at the time and place of an **occurrence**, the involved **motor vehicle**:

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the **occurrence**; or
- c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any **business** purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion **A.1.** does not apply, there is still no coverage for **motor vehicle liability**, unless the **motor vehicle** is:

- a. In dead storage on an **insured location**;
- b. Used solely to service a residence;
- c. Designed to assist the handicapped and, at the time of an **occurrence**, it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an **insured location**;
- d. Designed for recreational use off public roads and:
 - (1) Not owned by an **insured**; or
 - (2) Owned by an **insured** provided the **occurrence** takes place:
 - (a) On an **insured location** as defined in Definition **B.6.a., b., d., e. or h.**; or
 - (b) Off an **insured location** and the **motor vehicle** is:
 - (i) Designed as a toy vehicle for use by children under seven years of age;

- (ii) Powered by one or more batteries; and

- (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

- e. A motorized golf cart that is owned by an **insured**, designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an **occurrence**, is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an **insured** to:

- (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

- (b) Travel to or from an area where **motor vehicles** or golf carts are parked or stored; or

- (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an **insured's** residence.

B. Watercraft Liability

1. Coverages **E** and **F** do not apply to any **watercraft liability** if, at the time of an **occurrence**, the involved watercraft is being:

- a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

- b. Rented to others;

- c. Used to carry persons or cargo for a charge; or

- d. Used for any **business** purpose.

2. If Exclusion **B.1.** does not apply, there is still no coverage for **watercraft liability** unless, at the time of the **occurrence**, the watercraft:

- a. Is stored;

- b. Is a sailing vessel, with or without auxiliary power, that is:

- (1) Less than 26 feet in overall length; or
- (2) 26 feet or more in overall length and not owned by or rented to an **insured**; or

- c. Is not a sailing vessel and is powered by:

- (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:

- (a) 50 horsepower or less and not owned by an **insured**; or

- (b) More than 50 horsepower and not owned by or rented to an **insured**; or

- (2) One or more outboard engines or motors with:

- (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an **insured**;
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an **insured** who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an **insured** who acquired it before the policy period, but only if:

- (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. Aircraft Liability

This policy does not cover **aircraft liability**.

D. Hovercraft Liability

This policy does not cover **hovercraft liability**.

E. Coverage E - Personal Liability And Coverage F - Medical Payments To Others

Coverages E and F do not apply to the following:

1. Expected Or Intended Injury

Bodily injury or **property damage** which is expected or intended by an **insured**, even if the resulting **bodily injury** or **property damage**:

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity or property than initially expected or intended.

However, this Exclusion E.1. does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force by an **insured** to protect persons or property;

2. Business

- a. **Bodily injury** or **property damage** arising out of or in connection with a **business** conducted from an **insured location** or engaged in by an **insured**, whether or not the **business** is owned or operated by an **insured** or employs an **insured**.

This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the **business**.

- b. This Exclusion E.2. does not apply to:

- (1) The rental or holding for rental of an **insured location**;

- (a) On an occasional basis if used only as a residence;

- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

- (c) In part, as an office, school, studio or private garage; and

- (2) An **insured** under the age of 21 years involved in a part-time or occasional, self-employed **business** with no employees;

3. Professional Services

Bodily injury or **property damage** arising out of the rendering of or failure to render professional services;

4. Insured's Premises Not An Insured Location

Bodily injury or **property damage** arising out of a premises:

- a. Owned by an **insured**;
- b. Rented to an **insured**; or
- c. Rented to others by an **insured**;

that is not an **insured location**;

5. War

Bodily injury or **property damage** caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

Bodily injury or **property damage** which arises out of the transmission of a communicable disease by an **insured**;

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

Bodily injury or **property damage** arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

Bodily injury or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

Exclusions **A. Motor Vehicle Liability**, **B. Watercraft Liability**, **C. Aircraft Liability**, **D. Hovercraft Liability** and **E.4. Insured's Premises Not An Insured Location** do not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

F. Coverage E - Personal Liability

Coverage **E** does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D. Loss Assessment** under Section **II - Additional Coverages**;

- b. Under any contract or agreement entered into by an **insured**. However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an **insured location**; or

(2) Where the liability of others is assumed by you prior to an **occurrence**;

unless excluded in **a.** above or elsewhere in this policy;

2. **Property damage** to property owned by an **insured**. This includes costs or expenses incurred by an **insured** or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an **insured location**;

3. **Property damage** to property rented to, occupied or used by or in the care of an **insured**. This exclusion does not apply to **property damage** caused by fire, smoke or explosion;

4. **Bodily injury** to any person eligible to receive any benefits voluntarily provided or required to be provided by an **insured** under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. **Bodily injury** or **property damage** for which an **insured** under this policy:

- a. Is also an insured under a nuclear energy liability policy issued by the:

(1) Nuclear Energy Liability Insurance Association;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

- b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. Bodily injury to you or an **insured** as defined under Definition **5.a.** or **b.**

This exclusion also applies to any claim made or suit brought against you or an **insured** to:

- a. Repay; or
- b. Share damages with;

another person who may be obligated to pay damages because of **bodily injury** to an **insured**.

G. Coverage F - Medical Payments To Others

Coverage **F** does not apply to **bodily injury**:

1. To a **residence employee** if the **bodily injury**:
 - a. Occurs off the **insured location**; and
 - b. Does not arise out of or in the course of the **residence employee's** employment by an **insured**;
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or
- d. Any consequence of any of these; or
4. To any person, other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**.

SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an **insured** in any suit we defend;

2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an **insured** at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under this policy. We will not pay for first aid to an **insured**.

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per **occurrence** for **property damage** to property of others caused by an **insured**.
2. We will not pay for **property damage**:
 - a. To the extent of any amount recoverable under Section **I**;
 - b. Caused intentionally by an **insured** who is 13 years of age or older;
 - c. To property owned by an **insured**;
 - d. To property owned by or rented to a tenant of an **insured** or a resident in your household; or
 - e. Arising out of:
 - (1) A **business** engaged in by an **insured**;
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an **insured**, other than the **insured location**; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or **motor vehicles**.

This Exclusion **e.(3)** does not apply to a **motor vehicle** that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an **insured**; and

- (c) At the time of the **occurrence**, is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

D. Loss Assessment

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the **residence premises**, during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. **Bodily injury** or **property damage** not excluded from coverage under Section II Exclusions; or
 - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under Section II - Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
 - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

SECTION II - CONDITIONS

A. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one **occurrence** will not be more than the Coverage E Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of **insureds**, claims made or persons injured. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions

shall be considered to be the result of one **occurrence**.

Our total liability under Coverage F for all medical expense payable for **bodily injury** to one person as the result of one accident will not be more than the Coverage F Limit Of Liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each **insured**. This condition will not increase our limit of liability for any one **occurrence**.

C. Duties After Occurrence

In case of an **occurrence**, you or another **insured** will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the **named insured** shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the **occurrence**; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the **occurrence**;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to C. Damage To Property Of Others under Section II - Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an **insured's** control;

6. No **insured** shall, except at such **insured's** own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the **bodily injury**.

D. Duties Of An Injured Person - Coverage F - Medical Payments To Others

1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim - Coverage F - Medical Payments To Others

Payment under this coverage is not an admission of liability by an **insured** or us.

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section **II**.
2. No one will have the right to join us as a party to any action against an **insured**.
3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of such **insured** has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An Insured

Bankruptcy or insolvency of an **insured** will not relieve us of our obligations under this policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

This policy applies only to **bodily injury** or **property damage** which occurs during the policy period.

J. Concealment Or Fraud

We do not provide coverage to an **insured** who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or

3. Made false statements;

relating to this insurance.

SECTIONS I AND II - CONDITIONS

A. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

B. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

C. Cancellation

1. 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.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
3. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

D. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

E. Assignment

Assignment of this policy will not be valid unless we give our written consent.

F. Subrogation

An **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an **insured** must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage F or Paragraph C. Damage To Property Of Others under Section II - Additional Coverages.

G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. "**Insured**" includes:
 - a. An **insured** who is a member of your household at the time of your death, but only while a resident of the **residence premises**; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

AMENDATORY ENDORSEMENT - COVERAGE ENHANCEMENTS

HO 00 03, HO 00 04 AND HO 00 06

AH 01 00 05 11

DEFINITIONS

Paragraph **B.3.b.(1)** is replaced by the following:

- (1) One or more activities, not described in (2) through (4) below, for which no **insured** receives more than \$10,000 in total compensation for the 12 months before the beginning of the policy period;

In Endorsement **HO 06 12** and **HO 06 15** Paragraph **B.3.b.(1)** is replaced by the following:

- (1) One or more activities, not described in (2) through (5) below, for which no **insured** receives more than \$10,000 in total compensation for the 12 months before the beginning of the policy period;

In Endorsement **HO 24 73** Paragraph **A.3.b.(2)** is replaced by the following:

- (1) One or more activities, not described in (3) through (5) below, for which no **insured** receives more than \$10,000 in total compensation for the 12 months before the beginning of the policy period;

SECTION I - PROPERTY COVERAGES

Coverage C - Personal Property

4. Property Not Covered

Paragraphs **a.** and **k.** are deleted.

Additional Coverages

1. Debris Removal

In Forms **HO 00 03** and **HO 00 04** Paragraph **b.** is replaced by the following:

- b.** We will also pay your reasonable expense, up to \$1,000, for the removal from the **residence premises** of:
 - (1) Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
 - (2) A neighbor's trees felled by a Peril Insured Against under Coverage **C.**

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

In Form **HO 00 06**, Paragraph **1.b.** is replaced by the following:

- b.** We will also pay your reasonable expense, up to \$1,000 for the removal from the **residence premises** of:
 - (1) Trees you solely own felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
 - (2) A neighbor's trees felled by a Peril Insured Against under Coverage **C.**

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

Paragraph **a.** is replaced by the following:

- a.** We will pay up to \$1,000 for:

The following paragraph is added:

Lock Replacement

We will pay your reasonable and necessary expenses to replace exterior door locks at the **residence premises**, if an **insureds'** keys are stolen.

No deductible applies to Lock Replacement coverage.

SECTION II - EXCLUSIONS

The following exclusion is added in all forms and Endorsement **HO 24 73**:

We do not provide coverage for: fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

SECTION II - ADDITIONAL COVERAGES

A. Claims Expense

Paragraph **3.** is replaced by the following:

- 3.** Reasonable expenses incurred by an **insured** at our request, including actual loss of

AMENDATORY ENDORSEMENT - COVERAGE ENHANCEMENTS
HO 00 03, HO 00 04 AND HO 00 06

AH 01 00 05 11

earnings (but not loss of other income) for assisting us in the investigation or defense of a claim or suit; and

All other provisions of this policy apply.

SPECIAL PROVISIONS - MASSACHUSETTS

HO 01 20 05 11

SECTION I - CONDITIONS

C. Duties After Loss

Paragraphs **4.**, **6.**, **7.** and **8.** are replaced by the following:

- 4.** Protect the property from further damage; make reasonable and necessary repairs required to protect the property; keep an accurate record of repair expenditures. Some or all of these expenses may be reimbursable under this policy;
- 6.** Prepare an inventory of damaged personal property; show in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory when available all pertinent bills and documents that substantiate the figures in the inventory;
- 7.** We may reasonably require you to:
 - a.** Exhibit the damaged property;
 - b.** Provide us with records and documents pertinent to the loss and permit us to make copies; and
 - c.** Submit to an examination under oath, while not in the presence of another **insured**, and sign the same;
- 8.** Submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a.** The time and cause of loss;
 - b.** The interest of all **insureds** and all others in the property involved and all encumbrances on the property;
 - c.** Other insurance which may cover the loss;
 - d.** Changes in title or occupancy of the property during the term of the policy;
 - e.** Detailed estimates for repair of the damage;
 - f.** An inventory of damaged personal property described in **6.** above;
 - g.** Receipts for additional living expenses incurred and records supporting the fair rental value loss; and

- h.** Evidence or affidavit supporting a claim under the Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money Coverage, stating the amount and cause of loss.

D. Loss Settlement

(This is not applicable to Form **HO 00 04** or Form **HO 00 06.**)

Paragraph **D.2.a.** is replaced by the following:

- a.** If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately prior to the loss, we will pay the cost of repair or replacement, without deduction for depreciation. We will pay replacement cost if the damaged building is repaired or replaced by you on the **residence premises** or some other location within the Commonwealth of Massachusetts within a reasonable time but not more than two years from the date of loss.

We will pay the least of the following amounts:

- (1)** The limit of liability under this policy that applies to the building;
- (2)** The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
- (3)** The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in **(2)** above is limited to the cost which would have been incurred if the building had been built at the original premises.

Paragraph **F. Appraisal** is replaced by the following:

F. Arbitration

If you and we fail to agree on the amount of loss, we shall, upon receipt of your written request to do so, refer this matter to a three member board of referees. They are selected and must act according to the procedures set by the law. Their decision will be binding. This board does not make decisions about matters of coverage or fault.

Paragraph **H. Suit Against Us** is replaced by the following:

H. Suit Against Us

No action can be brought against us unless there has been full compliance with all the terms under Section I of this policy and the action is started within two years after the date loss occurs. However, if a court prevents the start or continuance of the action, but at a later date allows the action to resume, it must be resumed within one year of the court order. If a disagreement about the amount of loss have been referred to a board of referees within two years of the date of loss, any action against us must be started within 90 days after the board's decision.

Paragraph **I. Our Option** is replaced by the following:

I. Our Option

If we give you written notice within 15 days after we receive your proof of loss, we may repair or replace any part of the property damaged with material or property of like kind or quality.

Paragraph **J. Loss Payment** is replaced by the following:

J. 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 will be payable within 30 days after we receive your proof of loss.

All applicable sales taxes are considered a part of any loss under this policy.

We shall pay you interest at the rate of one percent over the prime interest rate on the agreed figure commencing 30 days after the date of an executed proof of loss for such figure is received by us. This interest is to continue as long as the claim remains unpaid.

L. Mortgage Clause

Paragraph **3.** is replaced by the following:

3. If we decide to cancel or not to renew this policy, the mortgagee shown on the Declarations will be notified:

- a. At least 20 days before the date cancellation takes effect; or

- b. At least 10 days before the date nonrenewal takes effect.

A United States Postal Service certificate of mailing showing the name and address of the mortgagee will be sufficient proof of notice.

(This Condition does not apply to Form **HO 00 04.**)

The following Conditions are added:

T. City Or Town Liens

We are required by Massachusetts law that we must notify the local inspector of buildings or Board of Health at least 10 days before we make a payment of \$1,000 or more for loss to a building or structure.

We must also give notice if there is damage which makes a building a health or safety hazard or dangerous or unsafe for occupancy regardless of the amount of our payment.

If prior to payment we receive official notice of a pending or existing lien against your premises, we must delay payment until the matter is settled. If we are required to pay all or part of the amount of the lien, we will not be obliged to pay that amount to you.

U. Vacancy

Unless otherwise provided in writing, we shall not be liable for loss caused by fire or lightning occurring while a described building is vacant, whether intended for occupancy by owner or tenant, beyond a period of 60 consecutive days for residential purposes of three units or less and 30 consecutive days for other residential purposes.

(These are Conditions **S.** and **T.** in Form **HO 00 04.**)

SECTION II - CONDITIONS

C. Duties After "Occurrence"

Paragraph **4.a.** is deleted.

Paragraph **D. Duties Of An Injured Person - Coverage F - Medical Payments To Others** is replaced by the following:

D. Duties Of An Injured Person - Coverage F - Medical Payments To Others

- 1. The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as it practicable; and
 - b. Execute authorization to allow us to obtain copies of pertinent medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require. We will pay for the cost of the examination.
- (3) Discovery of willful or reckless acts or omissions by the **insured** increasing the hazard insured against;
 - (4) Physical changes in the property insured, which result in the property becoming uninsurable; or
 - (5) A determination by the commissioner that continuation of the policy will violate or place the insurer in violation of the law.

SECTIONS I AND II - CONDITIONS

C. Cancellation

Paragraphs 2. and 4. are replaced by the following:

2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to you or mailed, by first-class mail, to the mailing address shown in the Declarations or to your last address known to us. A United States Postal Service certificate of mailing showing your name and that address will be sufficient proof of notice.
- a. When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days we may cancel for any reason, other than nonpayment of premium, by letting you know at least five days before the date cancellation takes effect.
 - c. When this policy has been in effect 60 days or more, or after 60 days from any anniversary date, we may cancel for one or more of the following by letting you know five days before the date cancellation takes effect:
 - (1) Conviction of an act which increases the chances of loss under this policy;
 - (2) Discovery of fraud or material misrepresentation by the **insured** in obtaining this policy;

Where the stated reason is nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment at any time prior to the effective date of cancellation.

- 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it when ascertained.

Paragraph **D. Nonrenewal** is replaced by the following:

D. Nonrenewal

Ordinarily, we will renew this policy automatically and send you the renewal notice. Our notice will explain what you should do if you do not want to continue the policy.

We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your last mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

If Scheduled Personal Property Endorsement **HO 04 61** is made part of this policy, Condition **F.3. Pair, Set Or Parts Other Than Fine Arts** of Endorsement **HO 04 61** is replaced by the following:

3. Pair, Set Or Parts Of Property Other Than Fine Arts

In case of a loss we may elect to:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between actual cash value of the property before and after the loss.

All other provisions of this policy apply.

**PERSONAL PROPERTY REPLACEMENT COST
LOSS SETTLEMENT**

HO 04 90 05 11

A. Eligible Property

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
 - a. Coverage **C**; and
 - b. If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - b. Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - c. Cameras, projection machines, films and related articles of equipment;
 - d. Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (3) Smoking implements; or
 - (4) Jewelry; and
 - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

B. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles, whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

C. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **A.** above:

1. We will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage **C**, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in **A.2.a.** -
 - f. above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in **A.** above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us, within 180 days after the date of the loss, of your intent to repair or replace the damaged property.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY NONRENEWAL ENDORSEMENT

HO 05 23 09 01

SECTIONS I AND II - CONDITIONS

Paragraph **D. Nonrenewal** is deleted in all policy forms and in Special Provisions Endorsement **HO 01 20** and is replaced by the following:

D. Nonrenewal

1. Ordinarily we will renew this policy automatically and send you the renewal notice. Our notice will explain what you should do if you do not want to continue this policy.
2. We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your last mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. However, if your policy was executed on behalf of us, in whole or in part, by or on behalf of your insurance agent or our insurance broker we will send written notice only to the agent or broker. Every insurance agent or broker receiving this notice will, within 15 days of its receipt, send a copy to you unless the agent or broker has replaced the insurance.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA
COVERAGE - MASSACHUSETTS**

HO 05 37 05 11

SCHEDULE

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of **occurrences**, the number of claims made or the number of locations insured under this endorsement and listed in this Schedule.

1.	Section I - Property Coverage Limit Of Liability For The Additional Coverage Fungi, Wet Or Dry Rot, Or Bacteria	\$
2.	Section II - Coverage E Aggregate Sublimit Of Liability For Fungi, Wet Or Dry Rot, Or Bacteria	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

DEFINITIONS

The following definition is added:

Fungi

- a. **"Fungi"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. Under Section II, this does not include any fungi that are, are on, or are contained in a good or product intended for consumption.

performed before, during and after removal, repair, restoration or replacement and only to the extent that there is a reason to believe that there is the presence of **fungi**, wet or dry rot, or bacteria.

- b. The coverage described in **13.a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

SECTION I - PROPERTY COVERAGES

E. Additional Coverages

The following Additional Coverage is added:

13. Fungi, Wet Or Dry Rot, Or Bacteria

- a. The amount shown in the Schedule above is the most we will pay for:
 - (1) The total of all loss payable under Section I - Property Coverages caused by **fungi**, wet or dry rot, or bacteria;
 - (2) The cost to remove **fungi**, wet or dry rot, or bacteria from property covered under Section I - Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungi**, wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of **fungi**, wet or dry rot, or bacteria

- c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

(1) Number of locations insured under this endorsement; or

(2) Number of claims made.

- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by **fungi**, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that **fungi**, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

(This is Additional Coverage **C.13.** in Form **HO 00 04** and **D.12.** in Form **HO 00 06.**)

**LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA
COVERAGE - MASSACHUSETTS**

HO 05 37 05 11

SECTION I - PERILS INSURED AGAINST

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph **b.(5)** in Forms **HO 00 02** and **HO 00 06 (b.(4))** in Form **HO 00 04** is replaced by the following:

- (5) To a building caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all **insureds** and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

SECTION I - EXCLUSIONS

The following exclusion is added:

10. Fungi, Wet Or Dry Rot, Or Bacteria

Fungi, Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of **fungi**, wet or dry rot, or bacteria.

This exclusion does not apply:

- a. When **fungi**, wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the **Fungi**, Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I - Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from **fungi**, wet or dry rot, or bacteria is covered.

SECTION I - CONDITIONS

Condition **Q. Policy Period** is replaced by the following:

Q. Policy Period

This policy applies to loss or costs which occur during the policy period. (This is Condition **P.** in Form **HO 00 04**.)

SECTION II - CONDITIONS

Condition **A. Limit Of Liability** is replaced by the following:

A. Limit Of Liability

Our total liability under Coverage **E** for all damages resulting from any one **occurrence** will not be more than the Coverage **E** Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of **insureds**, claims made or persons injured. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one **occurrence**.

Our total liability under Coverage **F** for all medical expense payable for **bodily injury** to one person as the result of one accident will not be more than the Coverage **F** Limit Of Liability shown in the Declarations.

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungi**, wet or dry rot, or bacteria will not be more than the Section II - Coverage **E** Aggregate Sublimit Of Liability for **Fungi**, Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;
2. Number of persons injured;
3. Number of persons whose property is damaged;
4. Number of **insureds**; or
5. Number of **occurrences** or claims made.

This sublimit is within, but does not increase, the Coverage **E** limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of **fungi**, wet or dry rot, or bacteria described in Condition **A. Limit Of Liability** of this endorsement, Condition **B.**

**LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA
COVERAGE - MASSACHUSETTS**

HO 05 37 05 11

Severability Of Insurance is replaced by the following:

B. Severability Of Insurance

This insurance applies separately to each **insured** except with respect to the Aggregate Sublimit Of

Liability described in this endorsement under Section II - Conditions, **A. Limit Of Liability**. This condition will not increase the limit of liability for this coverage.

All other provisions of the policy apply.

**MASSACHUSETTS
MUTUAL PROVISIONS - NON-DIVIDEND POLICY**

MA 00 53 02 01

In consideration of a reduced premium for this policy, **MUTUAL PROVISIONS** is replaced by the following:

MUTUAL PROVISIONS

This policy is non-assessable. This means your only financial obligation is the premium for your insurance. In accordance with M.G.L. c. 175, section 80, all policies insuring risks in the Commonwealth of Massachusetts in the same classification are voted an equal rate of dividend. In exchange for an initial reduced premium, you have waived the dividend.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its corporate office on the second Thursday of February in each year at 9:00 A.M.

Amica Mutual Insurance Company

REFRIGERATED PROPERTY COVERAGE

MA 04 98 06 11

A. Definitions

With respect to the provisions of this endorsement only, the following definition is added:

"Loss of power" means the complete or partial interruption of electric power due to conditions beyond an **insured's** control.

B. Section I - Property Coverages

The following coverage is added:

1. We insure, for up to the limit of liability shown in the Declarations, covered property stored in freezers or refrigerators on the **residence premises** for direct loss caused by:

- a. **Loss of power** to the refrigeration unit. **Loss of power** must be caused by damage to:

- (1) Generating equipment; or
 - (2) Transmitting equipment; or

- b. Mechanical failure of the unit which stores the property.

2. Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.
3. This endorsement does not increase the limit of liability for Coverage C.

C. Section I - Exclusions

The Power Failure exclusion does not apply to this coverage.

D. Section I - Conditions

The following replaces any other deductible provision in this policy with respect to any one loss covered under this endorsement:

We will pay only that part of the total of all loss payable that exceeds \$100.

All other provisions of this policy apply.

MUTUAL PROVISIONS

This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall be entitled to such dividends as may be declared by the board of directors.

By virtue of this policy you are a member of the AMICA MUTUAL INSURANCE COMPANY and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

This policy is signed on behalf of AMICA MUTUAL INSURANCE COMPANY by our President and Secretary at Lincoln, Rhode Island, and countersigned on the Declarations by our authorized agent or representative.


Secretary


President

