

## ADDITIONAL PROTECTION AMENDATORY ENDORSEMENT

*This endorsement changes **your** policy. Please read it carefully and keep it with **your** policy.*

The first sentence up to and including the colon (i.e. no perils are affected) under **SECTION I – YOUR PROPERTY, Losses We Cover Under Coverage A, Coverage B and Coverage C**, is replaced by the following:

**We** cover physical loss that is sudden and unexpected as to all **insured persons** to the property covered under **Coverage A** and **Coverage B**, except as limited or excluded in this policy. **We** cover physical loss that is sudden and unexpected as to all **insured persons** to the property covered under **Coverage C**, except as limited or excluded in this policy, if it is caused by:

Both **Property We Cover Under Coverage C** and **Limitations On Certain Personal Property** under **SECTION I – YOUR PROPERTY, Coverage C – Personal Property Protection** are replaced by the following:

### **Property We Cover Under Coverage C**

1. Personal property that is owned or used by an **insured person**, but located off of the **residence premises**, is covered at 10% of the **Coverage C – Personal Property Protection** limit. This does not apply to personal property located in any of the following:
  - a) in a newly acquired principal residence for the first 30 days after **you** begin to move property there.
  - b) in a temporary residence if a covered loss makes the **dwelling** uninhabitable.
  - c) in a student dormitory.
  - d) in a fraternity or sorority housing unit.
2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

### **Limitations On Certain Personal Property**

These limits do not increase the **Coverage C – Personal Property Protection** limit. The limit for each category below is the total for each loss for all property in that category. If property can reasonably be grouped in two or more of these categories, it will be grouped in the category with the lowest limit.

1. \$200 – Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards and smart cards.
2. \$200 – Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
3. \$1,500 – Theft of any recording or storage media while such property is away from the **residence premises**. It does not matter whether or not it is used with electronic data processing equipment or in a **business**. Examples include, but are not limited to:
  - a) tapes;
  - b) CDs, DVDs and other discs;
  - c) records;
  - d) disks;
  - e) reels;
  - f) cassettes;
  - g) cartridges; and
  - h) programs.
4. \$1,000 – Trading cards, subject to a maximum amount of \$250 per card.
5. \$1,000 – Accounts, bills, deeds, evidences of debt, letter of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps.
6. \$1,000 – Manuscripts in any form or format.

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7. \$1,500 – Trailers not used for watercraft, such as boats and jet skis.
8. \$2,000 – Watercraft, such as boats and jet skis. This includes associated trailers, furnishings, equipment, parts, and motors.
9. \$2,500 – Property used or intended for use in a **business** while the property is on the **residence premises**. This includes property held as samples and for sale or delivery after sale. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
10. \$500 – Motorized land vehicle parts, equipment and accessories that are not attached to or located in or upon a motorized land vehicle.
11. \$3,000 – Theft of guns, which includes equipment and accessories for the guns.
12. \$2,500 – Theft of goldware, silverware, pewterware, and platinumware.
13. \$1,500 – Theft of jewelry, watches, precious and semi-precious stones, gold, silver, pewter and platinum. It does not include property in number 12., above. It does include property where the majority value is fur. The maximum amount for any one item is \$1,000.
14. \$10,000 – Theft of tools. This includes accessories for the tools.
15. \$10,000 – Motorized land vehicles, which are not licensed for use on public roads, used solely for the service of the **residence premises**. This does not include motorized land vehicles designed for assisting the disabled.

The third paragraph of number 1. **Additional Living Expense** under **SECTION I – YOUR PROPERTY, Additional Protection** is replaced by the following:

**Our** payment for additional living expenses shall not exceed 20% of the limit shown under **Coverage A – Dwelling Protection**.

The first paragraph of number 10. **Building Codes** under **SECTION I – YOUR PROPERTY, Additional Protection** is replaced by the following:

**We** will pay up to \$10,000 to comply with local building codes after a covered loss to the **dwelling**. This includes increased costs due to enforcement of regulations for the construction, maintenance, repair, or demolition of the **dwelling**.

Under **SECTION I – YOUR PROPERTY, Additional Protection**, all references to “**Section I**” in number 12. **Collapse** are replaced with “**Section I, Coverage C – Personal Property Protection**.”

The first sentence of number 15. **Civil Authority** under **SECTION I – YOUR PROPERTY, Additional Protection** is replaced by the following:

**We** will pay **you** the reasonable and necessary increase in living expenses paid by **you**, subject to the following: (a) civil authorities must prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a loss **we** insure; (b) the per day maximum is \$150; and (c) the maximum time for coverage is 2 weeks.

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The following replaces **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C** under **SECTION I – YOUR PROPERTY**:

### **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C**

1. **We** do not cover loss or damage to the property described in **Coverage A** or **Coverage B** consisting of or caused directly or indirectly by the following, and such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage and regardless of whether the loss or damage occurs suddenly or gradually, arises from natural or external forces, or occurs as a result of any combination of such forces:
  - a) freezing of:
    - 1) plumbing, fire sprinkler systems, or heating or air conditioning systems.
    - 2) household appliances.
    - 3) swimming pools, hot tubs or spas within the **dwelling**, and related filtration and circulation systems.
  - b) discharge, leakage, or overflow for an item in 1., above, caused by freezing while the **building structure** is **vacant, unoccupied** or being construction. This does not apply if **you** used reasonable care to:
    - 1) maintain heat in the **building structure**; or
    - 2) shut off the water supply and drain the system and appliances.
  - c) freezing, thawing, pressure or weight or water, snow or ice, whether driven by wind or not. This exclusion applies to fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks. This exclusion also applies to swimming pools, hot tubs, spas, their filtration and circulation systems if the swimming pool, hot tub or spa is not located within a heated portion of the **dwelling**.

**We** do cover: a) discharge or overflow that is sudden and unexpected as to all **insured persons** from within a plumbing, heating, air conditioning or fire protective sprinkler system or household appliance that is either above the surface of the ground or which is not within or below the slab or foundation of the **dwelling**; and b) the cost of tearing out and replacing that part of the **dwelling**, excluding the slab and foundation, necessary to repair or replace the system or appliance. But this coverage does not include loss to the system or appliance from which the water or steam escaped.

- d) continuous or repeated seepage or leakage of water, steam, or fuel over a period of weeks, months, or years:
  - 1) from a plumbing, heating, air conditioning, or automatic fire protection system or from within a domestic appliance; or
  - 2) from, within or around any plumbing fixtures, including but not limited to shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.
- e) collapse. Unless it is covered under **Section I – Additional Protection**.
- f) theft from **your residence premises** while **your dwelling** is under construction. This includes, but is not limited to, materials and supplies for use in construction. This applies until such time as **your dwelling** is completed and occupied.
- g) vandalism or malicious mischief if **your dwelling** is **vacant** or **unoccupied** for more than 30 consecutive days immediately prior to same. A **dwelling** under construction is not considered **vacant** or **unoccupied**.
- h)
  - 1) wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
  - 2) mechanical breakdown;
  - 3) growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground;
  - 4) rust or other corrosion;
  - 5) contamination, including but not limited to, the present of toxic, noxious or hazardous gasses, chemicals, liquids, solids or other substances at the residence premises or in the air, land or water serving the residence premises;
  - 6) smog, smoke from the manufacturing of any controlled substance, agricultural smudging and industrial operations;

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- 7) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs, ceilings, roof structures, walks, drives, curbs, fences, retaining walls or swimming pools;
- 8) insects, rodents, birds or domestic animals. **We** do cover the breakage of glass or safety glazing materials caused by birds; or
- 9) seizure by government authority.

If any of 1) through 8), above, cause the escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system that is sudden and unexpected as to all **insured persons** within **your dwelling**, **we** cover the direct physical damage caused by the water or steam. If loss to covered property is caused by water or steam not otherwise excluded, **we** will cover the cost of tearing out and replacing any part of **your dwelling** necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

However, **we** do not cover any loss, including any ensuing loss or the cost of tearing out and replacing any part of **your dwelling**, caused by the discharge or overflow of water or steam from within a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system where the source of the discharge or overflow is either below the surface of the ground or is within or below the slab or foundation of the **dwelling** except as specifically provided in **Section I – Additional Protection, 14. Foundation Water Damage**.

- i) soil conditions. This includes, but is not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations, or gels in the soil.
  - j) discharge or overflow of water or steam from within a: plumbing, heating or air conditioning system; household appliance; fire sprinkler system. Provided, however, the source of the discharge or overflow is a) below the surface of the ground, or b) within or below the slab or foundation of the **dwelling**, except as specifically provided in **Section I – Additional Protection, 14. Foundation Water Damage**.
2. **We** do not cover loss or damage to the property described in **Coverage A, Coverage B or Coverage C** consisting of or caused directly or indirectly by the following, and such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage and regardless of whether the loss or damage occurs suddenly or gradually, arises from natural or external forces, or occurs as a result of any combination of such forces:
- a) flood, including but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
  - b) water or any other substance that:
    - 1) backs up through sewers or drains; or
    - 2) overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
  - c) water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps, or leaks through any part of the **residence premises**.

**We** do cover direct physical loss that is sudden and unexpected as to all **insured persons** caused by fire, explosion or theft resulting from items a) through c) above.

- d) earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

**We** do cover direct physical loss that is sudden and unexpected as to all **insured persons** caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

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- e) enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**, except as specifically provided in **Section I – Additional Protection, 10. Building Codes**.

**We** do cover direct physical loss to covered property that is sudden and unexpected as to all **insured persons** caused by actions of civil authority to prevent the spread of fire.

- f) the failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.
  - g) loss intentionally caused by an **insured person**. This exclusion will not apply to an innocent spouse or **insured person** who did not contribute to such loss or to the interest of an innocent spouse or **insured person** in the damaged property.
  - h) weather conditions that contribute in any way with a cause of loss excluded under **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C** to produce a loss.
  - i) planning, construction or maintenance, meaning faulty, inadequate or defective:
    - a) planning, zoning, development, surveying, siting.
    - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - c) materials used in repair, construction, renovation or remodeling; or
    - d) maintenance of property whether on or off the residence premises by any person or organization.
  - j) vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.
  - k) discharge or overflow of water or steam from within a plumbing, heating or air conditioning system, household appliance, fire protection or sprinkler system where the source of the discharge or overflow is either below the surface of the ground or within or below the slab or foundation of the **dwelling** except as specifically provided in **Section I – Additional Protection, 14. Foundation Water Damage**.
3. **We** do not cover loss or damage to the property described in **Coverage A, Coverage B or Coverage C** consisting of or caused directly or indirectly by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or other microbes.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot, or other microbes arises from any other cause or event that contributes concurrently or in any sequence to the loss or damage and regardless of whether the loss or damage occurs suddenly or gradually, arises from natural or external forces, or occurs as a result of any combination of such forces, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I – Conditions, 20. Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

4. **We** do not cover loss or damage to the property described in **Coverage A, Coverage B or Coverage C** consisting of or caused directly or indirectly by the following, and such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage:
- a) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

**We** do cover direct physical loss that is sudden and unexpected as to all **insured persons** caused by fire resulting from nuclear action.

- b) war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

Number 5. **How We Pay For A Loss**, subsection c) under **SECTION I – YOUR PROPERTY, Conditions**

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is replaced by the following:

- c) **Building Structure Reimbursement.** Under **Coverage A** and **Coverage B**, we will make additional payment to **you** for costs in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered property within 365 days after the date of loss. **You** may request in writing within that time period a one time, 180 day extension. This additional payment includes the reasonable expense for treatment or removal and disposal of contaminants, toxins, or pollutants; provided, however, it is necessary to repair or replace the covered parts of the **building structure** that were damaged. This additional payment shall not include any amounts which may be paid or payable under **Section I – Conditions, 20. Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.** This additional payment shall not include any amounts excluded under **Losses We Do Not Cover Under Coverage A, Coverage B and Coverage C.**

Our payment will be the smallest of the following 3 options:

- 1) The cost to replace damaged parts of the **building structure(s)** with parts of equal construction for similar use on the same **residence premises.**
- 2) The amount actually and necessarily spent to repair or replace the damaged **building structure(s)** with equal construction for similar use on the same **residence premises.**
- 3) The applicable limit of liability, regardless of the number of **buildings structures** and structures other than **building structures** involved in the loss.

Building Structure Reimbursement will be limited to the difference between any actual cash value payment and the smallest of 1), 2) or 3) above. Building Structure Reimbursement does not apply to land. Building Structure Reimbursement does not alter the terms of **Section I – Additional Protection, 10. Building Codes.**

Building Structure Reimbursement will not apply to:

- 1) personal property under **Coverage C – Personal Property Protection;**
- 2) property covered under **Coverage B – Other Structures Protection** that is not a **building structure;** or
- 3) wall-to-wall carpeting, fences, awnings, and outdoor antennas whether or not fastened to a **building structure.**

The first sentence of number 3. **Damage to Property of Others** under **SECTION II – FAMILY LIABILITY AND GUEST MEDICAL PROTECTION, Additional Protection,** is replaced by the following:

At **your** request, **we** will pay up to \$1,000 each time an **insured person** causes **property damage** to someone else's property.

*All other provisions of **your** policy apply.*