

SERFF Tracking Number: SELC-127330235 State: Pennsylvania
Filing Company: Selective Insurance Company of the Southeast State Tracking Number: B36431001
Company Tracking Number: 11F-HO-05PA
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
Product Name: Homeowners Matrix
Project Name/Number: Homeowners Matrix /11F-HO-05PA

Filing at a Glance

Company: Selective Insurance Company of the Southeast

Product Name: Homeowners Matrix SERFF Tr Num: SELC-127330235 State: Pennsylvania

TOI: 04.0 Homeowners SERFF Status: Closed-Approved State Tr Num: B36431001

Sub-TOI: 04.0000 Homeowners Sub-TOI Co Tr Num: 11F-HO-05PA State Status: Approved

Combinations

Filing Type: Form

Reviewer(s): Debbe Breach

Author: Tiel Yardley

Disposition Date: 07/25/2011

Date Submitted: 07/20/2011

Disposition Status: Approved

Effective Date Requested (New): 10/15/2011

Effective Date (New): 10/15/2011

Effective Date Requested (Renewal): 10/15/2011

Effective Date (Renewal):

10/15/2011

General Information

Project Name: Homeowners Matrix

Status of Filing in Domicile: Not Filed

Project Number: 11F-HO-05PA

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 07/25/2011

State Status Changed: 07/25/2011

Deemer Date:

Created By: Tiel Yardley

Submitted By: Tiel Yardley

Corresponding Filing Tracking Number:

Filing Description:

Selective Insurance Company of the Southeast proposes to make corrections to two forms that were previously filed and approved under SELC-127142806, B35022001.

We recently identified that two of the coverage limits were inadvertently changed on F 1218 and F 1220. The Water Back Up limit on both forms should read as \$15,000 but currently reads \$5,000 and the Theft of Building Materials should read as \$20,000 but currently reads as \$10,000 on the Summit Elite Homeowners Endorsement. Our production system is currently providing the appropriate level of coverage.

The corrections have been made.

The effective date remains the same, October 15, 2011 for new and renewal business.

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Company and Contact

Filing Contact Information

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Filing Company Information

Selective Insurance Company of the Southeast CoCode: 39926 State of Domicile: Indiana
 40 Wantage Avenue Group Code: 242 Company Type:
 Branchville, NJ 07890 Group Name: State ID Number:
 (800) 777-9656 ext. [Phone] FEIN Number: 56-1285899

Filing Fees

Fee Required? Yes
 Fee Amount: \$35.00
 Retaliatory? Yes
 Fee Explanation: \$35.00 per company
 Per Company: Yes

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Selective Insurance Company of the Southeast	\$35.00	07/20/2011	49942697

State Specific

*Filing Fee Amount: 35.00
 *Date Filing Fee Mailed: n/a via EFT
 *Filing Fee Check Number: n/a via EFT
 *Filing Fee Check Date: n/a via EFT
 *NAIC Number: 39926

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Debbe Breach	07/25/2011	07/25/2011

SERFF Tracking Number: *SELC-127330235* *State:* *Pennsylvania*
Filing Company: *Selective Insurance Company of the Southeast* *State Tracking Number:* *B36431001*
Company Tracking Number: *11F-HO-05PA*
TOI: *04.0 Homeowners* *Sub-TOI:* *04.0000 Homeowners Sub-TOI Combinations*
Product Name: *Homeowners Matrix*
Project Name/Number: *Homeowners Matrix /11F-HO-05PA*

Disposition

Disposition Date: 07/25/2011

Effective Date (New): 10/15/2011

Effective Date (Renewal): 10/15/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SELC-127330235 State: Pennsylvania
 Filing Company: Selective Insurance Company of the Southeast State Tracking Number: B36431001
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 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: Homeowners Matrix
 Project Name/Number: Homeowners Matrix /11F-HO-05PA

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Authorization to File (PC)		Yes
Form	SUMMIT ELITE HOMEOWNERS ENDORSEMENT		Yes
Form	SUMMIT ELITE SECONDARY HOMEOWNERS ENDORSEMENT		Yes

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Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	SUMMIT ELITE HOMEOWNERS ENDORSEMENT	F 1218PA	10 11	Endorsement/Amendment/Conditions Replaced	Replaced Form #: Previous Filing #: B35022001		F1218PA 10 11.pdf REPLACED.pdf
	SUMMIT ELITE SECONDARY HOMEOWNERS ENDORSEMENT	F 1220PA	10 11	Endorsement/Amendment/Conditions Replaced	Replaced Form #: Previous Filing #: B35022001		F1220PA 10 11.pdf REPLACED.pdf

SUMMIT ELITE HOMEOWNERS ENDORSEMENT

F-1218PA 10 11

HO 00 05 AND HO 00 06 POLICY
THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

INCREASED SPECIAL LIMITS OF LIABILITY

SECTION I — PROPERTY COVERAGES, C. Coverage C — Personal Property, 3. Special Limits Of Liability, a. through i. is deleted and is replaced by the following:

- a. \$1,000 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. \$5,000 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. \$3,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$3,000 on trailers or semi-trailers not used with watercraft of all types.
- e. \$10,000 (\$5,000 per item) for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$5,000 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, gold-ware, 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. \$10,000 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$2,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.

DEBRIS REMOVAL

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 1. Debris Removal, b.(1) is deleted and is replaced by the following:

- (1)** We will also pay your reasonable expense, up to \$2,500, for the removal from the "residence premises" of:
- (a)** Your tree(s) felled by the peril of Wind-storm or Hail or Weight of Ice, Snow or Sleet; or
 - (b)** A neighbor's tree(s) felled by a Peril Insured Against;

The \$2,500 limit is the most "we" will pay in any one "physical" loss regardless of the number of fallen trees, amount of debris from trees, shrubs, or other plants, or to whom they belong. No more than \$1,000 of this limit will be paid for the removal of any one tree.

FIRE DEPARTMENT SERVICE CHARGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 4. Fire Department Service Charge

The limit of liability for this coverage is increased from \$500 to \$1,000.

**CREDIT CARD, ELECTRONIC FUND TRANSFER CARD OR ACCESS DEVICE,
FORGERY AND COUNTERFEIT MONEY COVERAGE**

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

The limit of liability for this coverage is increased from \$500 to \$10,000.

LOSS ASSESSMENT COVERAGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 7. Loss Assessment

The limit of liability for this coverage is increased from \$1,000 to \$10,000.

COLLAPSE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 8. Collapse

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

a. Perils Insured Against in Coverage **A.**

The following paragraph is also added:

This additional coverage does not apply to Coverage **C** — Personal Property.

ORDINANCE OR LAW

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 11. Ordinance Or Law, a. is deleted and is replaced by the following:

- a.** You may use up to 25% 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 a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

This is Additional Coverage **10.** in Form **HO 00 06.**

If you purchase Ordinance Or Law Coverage Endorsement HO 04 77 this provision will not apply.

All other provisions of this policy apply.

EARTH MOVEMENT

SECTION I — EXCLUSIONS, A. 2. Earth Movement

The following paragraph is added:

This exclusion applies only to property described in Coverage **A.**

WATER DAMAGE

SECTION I — EXCLUSIONS, A. 3. Water Damage

The following paragraphs are added:

Water damage to property described in Coverage **C** away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in Coverage **C** on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

LOSS SETTLEMENT

SECTION I — CONDITIONS, C. Loss Settlement, the following options are added:

f. Application Of Deductible

- (1) We will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Declarations, unless noted otherwise in this policy.
- (2) We will waive the deductible amount shown in the Declarations if the direct physical loss to covered property is greater than \$50,000, except if the following apply:
 - (a) Policies with an All Perils deductibles of more than \$5,000;
 - (b) Windstorm Or Hail deductible;
 - (c) Named Storm or Hurricane deductible;
 - (d) Earthquake deductible; or
 - (e) Any other specifically listed deductible.
- (3) We will apply the highest deductible if more than one deductible applies to the covered loss.

g. Cash Out Option

If you choose not to repair or replace the residence premises after a covered total loss, we will pay the lesser of the replacement cost of the damaged building or other structure at the same premises prior to the loss or the limit of insurance that applies to the covered property. You may not make further claim on a replacement cost basis.

h. Loss Of Use - Increased Limit

Coverage **D** - Loss of use is coverage for the actual loss sustained for a period of 12 months is increased to 18 months immediately following the date of loss, subject to the policy provisions.

LIMITS OF LIABILITY AND COVERAGE RELATIONSHIPS

SECTION II — LIABILITY

Coverage limits for the Residence Premises — Basic Limits are increased as follows:

- | | |
|---------------------------------------|---------------------------|
| E. Personal Liability: | \$300,000 Each Occurrence |
| F. Medical Payments to Others: | \$5,000 Each Person |

Basic limits written apply to any Other Exposures covered under the policy, unless otherwise stated, for an additional premium.

WATERCRAFT LIABILITY COVERAGE

SECTION II — EXCLUSIONS , B. “Watercraft Liability”, B. 2. c. (2) (a) is deleted and replaced:

- (a) 50 total horsepower or less;

GOLF CART LIABILITY COVERAGE

SECTION II — ADDITIONAL COVERAGES

The following is added subject to the limits of liability:

- E. Golf Carts.** Coverage **E** — Personal Liability and Coverage **F** — Medical Payments to Others apply to bodily injury or property damage arising out of the ownership, maintenance, use, loading and/or unloading of your golf carts while used for golfing purposes or for personal use within the subdivision where the insured resides.

GOLF CART COVERAGE

We will pay up to \$5,000 for direct loss of or damage to your golf carts, their original parts, equipment and accessories. However, we will not pay you for loss or damage:

- a. Due to neglect or mechanical or electrical breakdown or failure, or manufacturer defect;
- b. If your golf carts are being used for any illegal trade or business, or for any business or for professional purposes;
- c. If such a loss is limited only to the tires and wheels, unless they are damaged by fire or stolen;
- d. To your golf carts, their parts and equipment, caused only by impact of their wheels and the road or the ground.

This coverage is additional insurance and NO deductible applies to this coverage.

IDENTITY FRAUD EXPENSE

The limit of liability for this coverage is \$20,000. Refer to **IDENTITY FRAUD EXPENSE ENDORSEMENT** form for coverage details.

LAND RESTORATION COVERAGE

Whenever there is a covered loss to your “residence premises” and the related repair or rebuilding requires excavation, replacement, stabilization and/or filling of land under or around your foundation and/or “residence premises”, we will pay up to 10% of the amount of the covered property loss to your residence premises for the excavation, replacement stabilization or filling of the land.

This coverage is additional insurance and NO deductible applies to this coverage.

LOCK REPLACEMENT COVERAGE

We will pay up to \$500. in the aggregate for any one occurrence for the cost of replacing window and/or door locks of the residence premises when the keys are lost or stolen along with other property owned by you or a relative. The theft must be covered by your policy. For this coverage to apply, you must immediately notify the police upon discovery of the theft. If lost you must notify us within 72 hours of discovery of the loss.

This coverage is additional insurance and NO deductible applies to this coverage.

MORTGAGE EXTRA EXPENSE COVERAGE

We agree to reimburse you for the increased monthly mortgage expenses if a covered total loss occurs to your residence premises. Coverage is limited to the extra expense of your first mortgage on the residence premises.

Reimbursement is limited to \$250 a month up to a total of \$5,000. We will pay you on a semi-annual basis for up to a total of four years or until you no longer occupy the replacement premises, whichever comes first. Additionally we will pay mortgage acquisition cost incurred from the construction of a replacement dwelling at the same location, for up to a maximum of \$2,000.

This coverage is additional insurance and NO deductible applies to this coverage.

PERSONAL COMPUTERS AND DATA RECORDS COVERAGE

We will pay up to \$3,000 for loss or damage to your Personal computer Hardware (Hardware meaning: electronic data processing equipment and/or machinery including parts, wiring and accessories that can store, process and/or retrieve data). We will pay up to \$1,000 for any covered loss to recreate data which you have created, if not covered by any other provision of this policy.

Exclusions: We will not pay for loss caused directly or indirectly by the following. Such loss is not covered even if any other cause or event contributes at the same time or in any sequence to the loss.

1. Wear and tear, gradual deterioration, insects, vermin, corrosion, mold, rust, dampness, dryness, cold or hot.
2. Mechanical breakdown for failure, faulty construction, an original defect in the property, errors or omission in design, specifications, workmanship or materials.
3. Short circuit or other electrical disturbance, or changes in electric power supply (power surge and/or brown out) if the change originates off the "residence premises", (except for Lightning). If fire or explosion result we will cover the loss caused by the fire or explosion.
4. Processing or programming errors or incorrect usage, including loss due to faulty instructions or the electric data processing equipment or machinery.
5. Dishonest acts or fraud committed by an insured or anyone entrusted with the property.

This coverage is additional insurance and NO deductible applies to this coverage.

PERSONAL INJURY COVERAGE

Refer to Personal Injury form for coverage details.

REFRIGERATED PROPERTY

A. Definitions

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. Coverage

1. We insure, up to \$1,000, 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. Special Deductible

This Section Does Not Apply.

D. Exception To Power Failure Exclusion

The Power Failure exclusion does not apply to this coverage.

This coverage is additional insurance and NO deductible applies to this coverage.

All other provisions of this policy apply.

REWARDS COVERAGE

We will pay 10% of the amount of loss up to a maximum of \$1,000 to an eligible person providing information leading to the arrest and conviction of anyone who perpetrates an arson loss at an "insured location" or who robs, steals or burglarizes any covered person's property. We will also pay an eligible person providing assistance in the recovery of stolen property, 10% of the value of the recovered property, up to a maximum of \$1,000.

An eligible person means that person designated by a law enforcement agency as being the first to provide the necessary information or return the stolen property, and who is not:

- (1) An "insured";
- (2) A relative of an "insured";
- (3) An employee of a law enforcement agency.

This coverage is additional insurance and NO deductible applies to this coverage.

THEFT OF BUILDING MATERIAL COVERAGE

We agree to provide up to \$20,000 theft coverage for your dwelling under construction as stated below:

Property covered — Building materials and supplies, fixtures or equipment which will be a permanent part of a new dwelling, existing dwelling or other structure under construction at the insured location.

This coverage is additional insurance and NO deductible applies to this coverage.

WATER BACK-UP

The limit of liability for this coverage is \$15,000. Refer to **WATER BACK-UP** form for coverage details.

WEDDING PRESENT COVERAGE

This coverage is additional insurance. The limit of Liability for this coverage is \$10,000.

The policy covers wedding presents owned by the Insured received no earlier than 30 days prior to the wedding date and extending no further than 60 days after the wedding date. Wedding presents as defined in the policy are personal property and do not include certain items such as: Realty, Animals, Automobiles, Boats, Bicycles, Money, Tickets, and Excluded items under Coverage **C** Personal Property.

This coverage is additional insurance and NO deductible applies to this coverage.

WITNESS EXPENSE REIMBURSEMENT

We will pay for your reasonable expenses and any lost wages you incur as a result of your appearance at a trial as a prosecution witness. This must result from a person being charged with committing an illegal act related to a covered REAL PROPERTY and/or TANGIBLE PERSONAL PROPERTY loss.

Reimbursement is subject to \$25 a day for reasonable expenses. Loss wages are \$50 a day with up to a maximum of \$300.

This coverage is additional insurance and NO deductible applies to this coverage.

HO 00 05 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

HOME REBUILDER COVERAGE

We agree to amend the present coverage amounts in accordance with the following provisions:

Part 1.

If you have:

- a. Allowed us to adjust the Coverage **A** limit of liability and the premium in accordance with:
 - (1) The property evaluations we make; and
 - (2) Any increase in inflation; and
- b. Notified us, within 30 days of completion, of any alterations to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
- c. Elected to repair or replace the damaged building;

We will:

- a. Increase the Coverage **A** limit of liability to equal the current replacement cost of the dwelling if the amount of loss to the dwelling is more than the limit of liability indicated on the Declarations page;
- b. Also increase by the same percentage applied to Coverage **A** the limits of liability for Coverages **B**, **C** and **D**. However, we will do this only if the Coverage **A** limit of liability is increased under Paragraph **a.** above as a result of a Coverage **A** loss;
- c. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of liability.

Part 2.

If you comply with the provisions of this endorsement and there is a loss to a building insured under Coverage **A.**, Section I Condition **3.** Loss Settlement Paragraph **b.** is deleted and replaced by Paragraphs **b., c.** and **d.** as follows:

- b. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts of equivalent construction and use on the same premises:
 - (1) The replacement cost of the building or any parts of it;
 - (2) The amount actually and necessarily spent to repair or replace the building or any parts of it;
 - (3) The applicable limit of liability whether increased or not, adjusted in accordance with **Part 1.** above. The most the company will pay is 50% above the Coverage **A** Limit of Liability.

- c. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- d. You may disregard the replacement cost loss settlement provisions and make an initial claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make a claim within 180 days after loss for any additional liability on a replacement cost basis.

All other provisions of this policy apply.

PERSONAL PROPERTY

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT, Form **HO 04 90** is automatically included.

Coverage **C** — Personal Property is increased to 75% of Coverage **A**.

HO 00 06 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE C SPECIAL COVERAGE

AGREEMENT

We agree to provide the Special Coverage in this endorsement with the understanding that you occupy the unit in which the property covered under Coverage **C** is located.

SECTION I — PROPERTY COVERAGES

D. Additional Coverages

8. Collapse

Paragraph **b.(1)** is deleted and replaced by the following:

(1) The Perils Insured Against under Coverage **A**;

With respect to Coverage **C**, Paragraph **8. Collapse** is deleted.

SECTION I — PERILS INSURED AGAINST

For Coverage **C**, The Perils Insured Against are deleted and replaced by the following:

We insure against the risk of direct physical loss to property described in Coverage **C**.

We do not insure, however, for loss:

1. Excluded under **SECTION I — EXCLUSIONS**;
2. To property in a unit regularly rented or held for rental to others by you;
3. Caused by:
 - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
 - (1)** Maintain heat in the building; or
 - (2)** Shut off the water supply and drain the system and appliances of water;

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

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout, or similar fixtures or equipment.

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
- (1) Fence, pavement, patio, deck or swimming pool;
 - (2) Footing, foundation, bulkhead, wall or any other structure or device, that supports all or part of a building or other structure;
 - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock;
- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
- (1) A plumbing, heating air conditioning or automatic fire protective sprinkler system or a household appliance on the "residence premises"; or
 - (2) A storm drain or water, steam or sewer pipes off the "residence premises".
- For purposes of this provision, 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.
- e. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
 - (2) Smoke, other than smoke from agricultural smudging or industrial operations;
 - (3) Explosion, riot, civil commotion;
 - (4) Aircraft, vehicles, vandalism and malicious mischief;
 - (5) Collapse of a building or any part of a building;
 - (6) Water not otherwise excluded;
 - (7) Theft or attempted theft; or
 - (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a) A steam or hot water heating system;
 - (b) An air conditioning or automatic fire protective sprinkler system; or
 - (c) An appliance for heating water;
- f. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- g. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- h. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors; or
- i. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body; or
- j. Any of the following:
- (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage **C** of the policy form if this endorsement were not attached to the policy form.

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;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents or insects; or
- (8) Animals owned or kept by an "insured."

Exception to 3.j.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **C** resulting from an accidental discharge or overflow of water or steam from within a:

- (a) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (b) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section **I** — Exclusion **3**. Water Damage, 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 Paragraphs **3.d.** and **j.** above.

Under Paragraphs **3.a.** through **e.**, **i.** and **j.**, any ensuing loss to property described in Coverage **C** not precluded by any other provision in this policy is covered.

SECTION I — EXCLUSIONS

3. Water Damage.

The following paragraphs are added:

This exclusion does not apply to property described in Coverage **C** that is away from a premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in Coverage **C** on a premises or location owned, rented, occupied or controlled by an "insured" is even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

SUMMIT ELITE HOMEOWNERS ENDORSEMENT

F-1218PA 10 11

**HO 00 05 AND HO 00 06 POLICY
THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.**

INCREASED SPECIAL LIMITS OF LIABILITY

SECTION I — PROPERTY COVERAGES, C. Coverage C — Personal Property, 3. Special Limits Of Liability, a. through i. is deleted and is replaced by the following:

- a. \$1,000 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. \$5,000 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. \$3,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$3,000 on trailers or semi-trailers not used with watercraft of all types.
- e. \$10,000 (\$5,000 per item) for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$5,000 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, gold-ware, 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. \$10,000 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$2,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.

DEBRIS REMOVAL

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 1. Debris Removal, b.(1) is deleted and is replaced by the following:

- (1) We will also pay your reasonable expense, up to \$2,500, for the removal from the "residence premises" of:
- (a) Your tree(s) felled by the peril of Wind-storm or Nail or Weight of Ice, Snow or Sleet; or
 - (b) A neighbor's tree(s) felled by a Peril Insured Against;

The \$2,500 limit is the most "we" will pay in any one "physical" loss regardless of the number of fallen trees, amount of debris from trees, shrubs, or other plants, or to whom they belong. No more than \$1,000 of this limit will be paid for the removal of any one tree.

FIRE DEPARTMENT SERVICE CHARGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 4. Fire Department Service Charge

The limit of liability for this coverage is increased from \$500 to \$1,000.

**CREDIT CARD, ELECTRONIC FUND TRANSFER CARD OR ACCESS DEVICE,
FORGERY AND COUNTERFEIT MONEY COVERAGE**

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

The limit of liability for this coverage is increased from \$500 to \$10,000.

LOSS ASSESSMENT COVERAGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 7. Loss Assessment

The limit of liability for this coverage is increased from \$1,000 to \$10,000.

COLLAPSE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 8. Collapse

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

a. Perils Insured Against in Coverage A.

The following paragraph is also added:

This additional coverage does not apply to Coverage **C** — Personal Property.

ORDINANCE OR LAW

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 11. Ordinance Or Law, a. is deleted and is replaced by the following:

- a.** You may use up to 25% 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 a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

This is Additional Coverage **10.** in Form **HO 00 06.**

If you purchase Ordinance Or Law Coverage Endorsement HO 04 77 this provision will not apply.

All other provisions of this policy apply.

EARTH MOVEMENT

SECTION I — EXCLUSIONS, A. 2. Earth Movement

The following paragraph is added:

This exclusion applies only to property described in Coverage **A.**

WATER DAMAGE

SECTION I — EXCLUSIONS, A. 3. Water Damage

The following paragraphs are added:

Water damage to property described in Coverage **C** away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in Coverage **C** on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

LOSS SETTLEMENT

SECTION I — CONDITIONS, C. Loss Settlement, the following options are added:

f. Application Of Deductible

- (1) We will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Declarations, unless noted otherwise in this policy.
- (2) We will waive the deductible amount shown in the Declarations if the direct physical loss to covered property is greater than \$50,000, except if the following apply:
 - (a) Policies with an All Perils deductibles of more than \$5,000;
 - (b) Windstorm Or Hail deductible;
 - (c) Named Storm or Hurricane deductible;
 - (d) Earthquake deductible; or
 - (e) Any other specifically listed deductible.
- (3) We will apply the highest deductible if more than one deductible applies to the covered loss.

g. Cash Out Option

If you choose not to repair or replace the residence premises after a covered total loss, we will pay the lesser of the replacement cost of the damaged building or other structure at the same premises prior to the loss or the limit of insurance that applies to the covered property. You may not make further claim on a replacement cost basis.

h. Loss Of Use - Increased Limit

Coverage **D** - Loss of use is coverage for the actual loss sustained for a period of 12 months is increased to 18 months immediately following the date of loss, subject to the policy provisions.

LIMITS OF LIABILITY AND COVERAGE RELATIONSHIPS

SECTION II — LIABILITY

Coverage limits for the Residence Premises — Basic Limits are increased as follows:

- | | |
|---------------------------------------|---------------------------|
| E. Personal Liability: | \$300,000 Each Occurrence |
| F. Medical Payments to Others: | \$5,000 Each Person |

Basic limits written apply to any Other Exposures covered under the policy, unless otherwise stated, for an additional premium.

WATERCRAFT LIABILITY COVERAGE

SECTION II — EXCLUSIONS, B. “Watercraft Liability”, B. 2. c. (2) (a) is deleted and replaced:

- (a) 50 total horsepower or less;

GOLF CART LIABILITY COVERAGE

SECTION II — ADDITIONAL COVERAGES

The following is added subject to the limits of liability:

- E. Golf Carts.** Coverage **E — Personal Liability** and Coverage **F — Medical Payments to Others** apply to bodily injury or property damage arising out of the ownership, maintenance, use, loading and/or unloading of your golf carts while used for golfing purposes or for personal use within the subdivision where the insured resides.

GOLF CART COVERAGE

We will pay up to \$5,000 for direct loss of or damage to your golf carts, their original parts, equipment and accessories. However, we will not pay you for loss or damage:

- a. Due to neglect or mechanical or electrical breakdown or failure, or manufacturer defect;
- b. If your golf carts are being used for any illegal trade or business, or for any business or for professional purposes;
- c. If such a loss is limited only to the tires and wheels, unless they are damaged by fire or stolen;
- d. To your golf carts, their parts and equipment, caused only by impact of their wheels and the road or the ground.

This coverage is additional insurance and NO deductible applies to this coverage.

IDENTITY FRAUD EXPENSE

The limit of liability for this coverage is \$20,000. Refer to **IDENTITY FRAUD EXPENSE ENDORSEMENT** form for coverage details.

LAND RESTORATION COVERAGE

Whenever there is a covered loss to your “residence premises” and the related repair or rebuilding requires excavation, replacement, stabilization and/or filling of land under or around your foundation and/or “residence premises”, we will pay up to 10% of the amount of the covered property loss to your residence premises for the excavation, replacement stabilization or filling of the land.

This coverage is additional insurance and NO deductible applies to this coverage.

LOCK REPLACEMENT COVERAGE

We will pay up to \$500. in the aggregate for any one occurrence for the cost of replacing window and/or door locks of the residence premises when the keys are lost or stolen along with other property owned by you or a relative. The theft must be covered by your policy. For this coverage to apply, you must immediately notify the police upon discovery of the theft. If lost you must notify us within 72 hours of discovery of the loss.

This coverage is additional insurance and NO deductible applies to this coverage.

MORTGAGE EXTRA EXPENSE COVERAGE

We agree to reimburse you for the increased monthly mortgage expenses if a covered total loss occurs to your residence premises. Coverage is limited to the extra expense of your first mortgage on the residence premises.

Reimbursement is limited to \$250 a month up to a total of \$5,000. We will pay you on a semi-annual basis for up to a total of four years or until you no longer occupy the replacement premises, whichever comes first. Additionally we will pay mortgage acquisition cost incurred from the construction of a replacement dwelling at the same location, for up to a maximum of \$2,000.

This coverage is additional insurance and NO deductible applies to this coverage.

PERSONAL COMPUTERS AND DATA RECORDS COVERAGE

We will pay up to \$3,000 for loss or damage to your Personal computer Hardware (Hardware meaning: electronic data processing equipment and/or machinery including parts, wiring and accessories that can store, process and/or retrieve data). We will pay up to \$1,000 for any covered loss to recreate data which you have created, if not covered by any other provision of this policy.

Exclusions: We will not pay for loss caused directly or indirectly by the following. Such loss is not covered even if any other cause or event contributes at the same time or in any sequence to the loss.

1. Wear and tear, gradual deterioration, insects, vermin, corrosion, mold, rust, dampness, dryness, cold or hot.
2. Mechanical breakdown for failure, faulty construction, an original defect in the property, errors or omission in design, specifications, workmanship or materials.
3. Short circuit or other electrical disturbance, or changes in electric power supply (power surge and/or brown out) if the change originates off the "residence premises", (except for Lightning). If fire or explosion result we will cover the loss caused by the fire or explosion.
4. Processing or programming errors or incorrect usage, including loss due to faulty instructions of the electric data processing equipment or machinery.
5. Dishonest acts or fraud committed by an insured or anyone entrusted with the property.

This coverage is additional insurance and NO deductible applies to this coverage.

PERSONAL INJURY COVERAGE

Refer to Personal Injury form for coverage details.

REFRIGERATED PROPERTY

A. Definitions

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. Coverage

1. We insure, up to \$1,000, 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. Special Deductible

This Section Does Not Apply.

D. Exception To Power Failure Exclusion

The Power Failure exclusion does not apply to this coverage.

This coverage is additional insurance and NO deductible applies to this coverage.

All other provisions of this policy apply.

REWARDS COVERAGE

We will pay 10% of the amount of loss up to a maximum of \$1,000 to an eligible person providing information leading to the arrest and conviction of anyone who perpetrates an arson loss at an "insured location" or who robs, steals or burglarizes any covered person's property. We will also pay an eligible person providing assistance in the recovery of stolen property, 10% of the value of the recovered property, up to a maximum of \$1,000.

An eligible person means that person designated by a law enforcement agency as being the first to provide the necessary information or return the stolen property, and who is not:

- (1) An "insured";
- (2) A relative of an "insured";
- (3) An employee of a law enforcement agency.

This coverage is additional insurance and NO deductible applies to this coverage.

THEFT OF BUILDING MATERIAL COVERAGE

We agree to provide up to \$10,000 theft coverage for your dwelling under construction as stated below:

Property covered — Building materials and supplies, fixtures or equipment which will be a permanent part of a new dwelling, existing dwelling or other structure under construction at the insured location.

This coverage is additional insurance and NO deductible applies to this coverage.

WATER BACK-UP

The limit of liability for this coverage is \$5,000. Refer to **WATER BACK-UP** form for coverage details.

WEDDING PRESENT COVERAGE

This coverage is additional insurance. The limit of Liability for this coverage is \$10,000.

The policy covers wedding presents owned by the Insured received no earlier than 30 days prior to the wedding date and extending no further than 60 days after the wedding date. Wedding presents as defined in the policy are personal property and do not include certain items such as: Realty, Animals, Automobiles, Boats, Bicycles, Money, Tickets, and Excluded items under Coverage C Personal Property.

This coverage is additional insurance and NO deductible applies to this coverage.

WITNESS EXPENSE REIMBURSEMENT

We will pay for your reasonable expenses and any lost wages you incur as a result of your appearance at a trial as a prosecution witness. This must result from a person being charged with committing an illegal act related to a covered REAL PROPERTY and/or TANGIBLE PERSONAL PROPERTY loss.

Reimbursement is subject to \$25 a day for reasonable expenses. Loss wages are \$50 a day with up to a maximum of \$300.

This coverage is additional insurance and NO deductible applies to this coverage.

HO 00 05 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

HOME REBUILDER COVERAGE

We agree to amend the present coverage amounts in accordance with the following provisions:

Part 1.

If you have:

- a. Allowed us to adjust the Coverage **A** limit of liability and the premium in accordance with:
 - (1) The property evaluations we make; and
 - (2) Any increase in inflation; and
- b. Notified us, within 30 days of completion, of any alterations to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
- c. Elected to repair or replace the damaged building;

We will:

- a. Increase the Coverage **A** limit of liability to equal the current replacement cost of the dwelling if the amount of loss to the dwelling is more than the limit of liability indicated on the Declarations page;
- b. Also increase by the same percentage applied to Coverage **A** the limits of liability for Coverages **B**, **C** and **D**. However, we will do this only if the Coverage **A** limit of liability is increased under Paragraph **a.** above as a result of a Coverage **A** loss;
- c. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of liability.

Part 2.

If you comply with the provisions of this endorsement and there is a loss to a building insured under Coverage **A**, Section I Condition **3. Loss Settlement Paragraph b.** is deleted and replaced by Paragraphs **b.**, **c.** and **d.** as follows:

- b. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts of equivalent construction and use on the same premises:
 - (1) The replacement cost of the building or any parts of it;
 - (2) The amount actually and necessarily spent to repair or replace the building or any parts of it;
 - (3) The applicable limit of liability whether increased or not, adjusted in accordance with **Part 1.** above. The most the company will pay is 50% above the Coverage **A** Limit of Liability.

- c. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- d. You may disregard the replacement cost loss settlement provisions and make an initial claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make a claim within 180 days after loss for any additional liability on a replacement cost basis.

All other provisions of this policy apply.

PERSONAL PROPERTY

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT, Form **HO 04 90** is automatically included.

Coverage **C** — Personal Property is increased to 75% of Coverage **A**.

HO 00 06 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE C SPECIAL COVERAGE

AGREEMENT

We agree to provide the Special Coverage in this endorsement with the understanding that you occupy the unit in which the property covered under Coverage **C** is located.

SECTION I — PROPERTY COVERAGES

D. Additional Coverages

8. Collapse

Paragraph **b.(1)** is deleted and replaced by the following:

- (1) The Perils Insured Against under Coverage **A**;

With respect to Coverage **C**, Paragraph **8. Collapse** is deleted.

SECTION I — PERILS INSURED AGAINST

For Coverage **C**, The Perils Insured Against are deleted and replaced by the following:

We insure against the risk of direct physical loss to property described in Coverage **C**.

We do not insure, however, for loss:

1. Excluded under **SECTION I — EXCLUSIONS**;
2. To property in a unit regularly rented or held for rental to others by you;
3. Caused by:
 - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain the system and appliances of water;

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

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout, or similar fixtures or equipment.

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
- (1) Fence, pavement, patio, deck or swimming pool;
 - (2) Footing, foundation, bulkhead, wall or any other structure or device, that supports all or part of a building or other structure;
 - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock;
- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
- (1) A plumbing, heating air conditioning or automatic fire protective sprinkler system or a household appliance on the "residence premises"; or
 - (2) A storm drain or water, steam or sewer pipes off the "residence premises".
- For purposes of this provision, 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.
- e. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
 - (2) Smoke, other than smoke from agricultural smudging or industrial operations;
 - (3) Explosion, not, civil commotion;
 - (4) Aircraft, vehicles, vandalism and malicious mischief;
 - (5) Collapse of a building or any part of a building;
 - (6) Water not otherwise excluded;
 - (7) Theft or attempted theft; or
 - (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a) A steam or hot water heating system;
 - (b) An air conditioning or automatic fire protective sprinkler system; or
 - (c) An appliance for heating water;
- f. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- g. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- h. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors; or
- i. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body; or
- j. Any of the following:
- (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage **C** of the policy form if this endorsement were not attached to the policy form.

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;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents or insects; or
- (8) Animals owned or kept by an "insured."

Exception to 3.j.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **C** resulting from an accidental discharge or overflow of water or steam from within a:

- (a) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (b) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I — Exclusion **3. Water Damage**, 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 Paragraphs **3.d.** and **j.** above.

Under Paragraphs **3.a.** through **e.**, **i.** and **j.**, any ensuing loss to property described in Coverage **C** not precluded by any other provision in this policy is covered.

SECTION I — EXCLUSIONS

3. Water Damage.

The following paragraphs are added:

This exclusion does not apply to property described in Coverage **C** that is away from a premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in Coverage **C** on a premises or location owned, rented, occupied or controlled by an "insured" is even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

**HO 00 05 AND HO 00 06 POLICY
THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.**

INCREASED SPECIAL LIMITS OF LIABILITY

SECTION I — PROPERTY COVERAGES, C. Coverage C — Personal Property, 3. Special Limits Of Liability, a. through i. is deleted and is replaced by the following:

- a. \$1,000 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. \$5,000 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. \$3,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$3,000 on trailers or semi-trailers not used with watercraft of all types.
- e. \$10,000 (\$5,000 per item) for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$5,000 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, gold-ware, 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. \$10,000 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$2,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.

DEBRIS REMOVAL

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 1. Debris Removal, b.(1) is deleted and is replaced by the following:

- (1)** We will also pay your reasonable expense, up to \$2,500, for the removal from the "residence premises" of:
- (a)** Your tree(s) felled by the peril of Wind-storm or Hail or Weight of Ice, Snow or Sleet; or
 - (b)** A neighbor's tree(s) felled by a Peril Insured Against;

The \$2,500 limit is the most "we" will pay in any one "physical" loss regardless of the number of fallen trees, amount of debris from trees, shrubs, or other plants, or to whom they belong. No more than \$1,000 of this limit will be paid for the removal of any one tree.

FIRE DEPARTMENT SERVICE CHARGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 4. Fire Department Service Charge

The limit of liability for this coverage is increased from \$500 to \$1,000.

**CREDIT CARD, ELECTRONIC FUND TRANSFER CARD OR ACCESS DEVICE,
FORGERY AND COUNTERFEIT MONEY COVERAGE**

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

The limit of liability for this coverage is increased from \$500 to \$10,000.

LOSS ASSESSMENT COVERAGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 7. Loss Assessment

The limit of liability for this coverage is increased from \$1,000 to \$10,000.

COLLAPSE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 8. Collapse

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

a. Perils Insured Against in Coverage A.

The following paragraph is also added:

This additional coverage does not apply to Coverage **C** — Personal Property.

ORDINANCE OR LAW

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 11. Ordinance Or Law, a. is deleted and is replaced by the following:

- a.** You may use up to 25% 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 a covered building or other structure damaged by a Peril Insured Against;
 - (2)** The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3)** The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

This is Additional Coverage **10.** in Form **HO 00 06.**

If you purchase Ordinance Or Law Coverage Endorsement HO 04 77 this provision will not apply.

All other provisions of this policy apply.

EARTH MOVEMENT

SECTION I — EXCLUSIONS, A. 2. Earth Movement

The following paragraph is added:

This exclusion applies only to property described in Coverage **A.**

WATER DAMAGE

SECTION I — EXCLUSIONS, A. 3. Water Damage

The following paragraphs are added:

Water damage to property described in Coverage **C** away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in Coverage **C** on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

LOSS SETTLEMENT

SECTION I — CONDITIONS, C. Loss Settlement, the following options are added:

f. Application Of Deductible

- (1) We will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Declarations, unless noted otherwise in this policy.
- (2) We will waive the deductible amount shown in the Declarations if the direct physical loss to covered property is greater than \$50,000, except if the following apply:
 - (a) Policies with an All Perils deductibles of more than \$5,000;
 - (b) Windstorm Or Hail deductible;
 - (c) Named Storm or Hurricane deductible;
 - (d) Earthquake deductible; or
 - (e) Any other specifically listed deductible.
- (3) We will apply the highest deductible if more than one deductible applies to the covered loss.

g. Cash Out Option

If you choose not to repair or replace the residence premises after a covered total loss, we will pay the lesser of the replacement cost of the damaged building or other structure at the same premises prior to the loss or the limit of insurance that applies to the covered property. You may not make further claim on a replacement cost basis.

h. Loss Of Use - Increased Limit

Coverage **D** - Loss of use is coverage for the actual loss sustained for a period of 12 months is increased to 18 months immediately following the date of loss, subject to the policy provisions.

GOLF CART COVERAGE

We will pay up to \$5,000 for direct loss of or damage to your golf carts, their original parts, equipment and accessories. However, we will not pay you for loss or damage:

- a. Due to neglect or mechanical or electrical breakdown or failure, or manufacturer defect;
- b. If your golf carts are being used for any illegal trade or business, or for any business or for professional purposes;
- c. If such a loss is limited only to the tires and wheels, unless they are damaged by fire or stolen;
- d. To your golf carts, their parts and equipment, caused only by impact of their wheels and the road or the ground.

This coverage is additional insurance and NO deductible applies to this coverage.

IDENTITY FRAUD EXPENSE

The limit of liability for this coverage is \$20,000. Refer to **IDENTITY FRAUD EXPENSE ENDORSEMENT** form for coverage details.

LAND RESTORATION COVERAGE

Whenever there is a covered loss to your "residence premises" and the related repair or rebuilding requires excavation, replacement, stabilization and/or filling of land under or around your foundation and/or "residence premises", we will pay up to 10% of the amount of the covered property loss to your residence premises for the excavation, replacement stabilization or filling of the land.

This coverage is additional insurance and NO deductible applies to this coverage.

LOCK REPLACEMENT COVERAGE

We will pay up to \$500. in the aggregate for any one occurrence for the cost of replacing window and/or door locks of the residence premises when the keys are lost or stolen along with other property owned by you or a relative. The theft must be covered by your policy. For this coverage to apply, you must immediately notify the police upon discovery of the theft. If lost you must notify us within 72 hours of discovery of the loss.

This coverage is additional insurance and NO deductible applies to this coverage.

MORTGAGE EXTRA EXPENSE COVERAGE

We agree to reimburse you for the increased monthly mortgage expenses if a covered total loss occurs to your residence premises. Coverage is limited to the extra expense of your first mortgage on the residence premises.

Reimbursement is limited to \$250 a month up to a total of \$5,000. We will pay you on a semi-annual basis for up to a total of four years or until you no longer occupy the replacement premises, whichever comes first. Additionally we will pay mortgage acquisition cost incurred from the construction of a replacement dwelling at the same location, for up to a maximum of \$2,000.

This coverage is additional insurance and NO deductible applies to this coverage.

PERSONAL COMPUTERS AND DATA RECORDS COVERAGE

We will pay up to \$3,000 for loss or damage to your Personal computer Hardware (Hardware meaning: electronic data processing equipment and/or machinery including parts, wiring and accessories that can store, process and/or retrieve data). We will pay up to \$1,000 for any covered loss to recreate data which you have created, if not covered by any other provision of this policy.

Exclusions: We will not pay for loss caused directly or indirectly by the following. Such loss is not covered even if any other cause or event contributes at the same time or in any sequence to the loss.

1. Wear and tear, gradual deterioration, insects, vermin, corrosion, mold, rust, dampness, dryness, cold or hot.
2. Mechanical breakdown for failure, faulty construction, an original defect in the property, errors or omission in design, specifications, workmanship or materials.
3. Short circuit or other electrical disturbance, or changes in electric power supply (power surge and/or brown out) if the change originates off the "residence premises", (except for Lightning). If fire or explosion result we will cover the loss caused by the fire or explosion.
4. Processing or programming errors or incorrect usage, including loss due to faulty instructions or the electric data processing equipment or machinery.
5. Dishonest acts or fraud committed by an insured or anyone entrusted with the property.

This coverage is additional insurance and NO deductible applies to this coverage.

REFRIGERATED PROPERTY

A. Definitions

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. Coverage

1. We insure, up to \$1,000, 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. Special Deductible

This Section Does Not Apply.

D. Exception To Power Failure Exclusion

The Power Failure exclusion does not apply to this coverage.

This coverage is additional insurance and NO deductible applies to this coverage.

All other provisions of this policy apply.

REWARDS COVERAGE

We will pay 10% of the amount of loss up to a maximum of \$1,000 to an eligible person providing information leading to the arrest and conviction of anyone who perpetrates an arson loss at an “insured location” or who robs, steals or burglarizes any covered person’s property. We will also pay an eligible person providing assistance in the recovery of stolen property, 10% of the value of the recovered property, up to a maximum of \$1,000. The deductible does not apply.

An eligible person means that person designated by a law enforcement agency as being the first to provide the necessary information or return the stolen property, and who is not:

- (1) An “insured”;
- (2) A relative of an “insured”;
- (3) An employee of a law enforcement agency.

This coverage is additional insurance and NO deductible applies to this coverage.

THEFT OF BUILDING MATERIAL COVERAGE

We agree to provide up to \$20,000 theft coverage for your dwelling under construction as stated below:

Property covered — Building materials and supplies, fixtures or equipment which will be a permanent part of a new dwelling, existing dwelling or other structure under construction at the insured location.

This coverage is additional insurance and NO deductible applies to this coverage.

WATER BACK-UP

The limit of liability for this coverage is \$15,000. Refer to **WATER BACK-UP** form for coverage details.

WEDDING PRESENT COVERAGE

This coverage is additional insurance. The limit of liability for this coverage is \$10,000.

The policy covers wedding presents owned by the Insured received no earlier than 30 days prior to the wedding date and extending no further than 60 days after the wedding date. Wedding presents as defined in the policy are personal property and do not include certain items such as: Realty, Animals, Automobiles, Boats, Bicycles, Money, Tickets, and Excluded items under Coverage **C** Personal Property.

This coverage is additional insurance and NO deductible applies to this coverage.

WITNESS EXPENSE REIMBURSEMENT

We will pay for your reasonable expenses and any lost wages you incur as a result of your appearance at a trial as a prosecution witness. This must result from a person being charged with committing an illegal act related to a covered REAL PROPERTY and/or TANGIBLE PERSONAL PROPERTY loss.

Reimbursement is subject to \$25 a day for reasonable expenses. Loss wages are \$50 a day with up to a maximum of \$300. The deductible does not apply.

This coverage is additional insurance and NO deductible applies to this coverage.

HO 00 05 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

HOME REBUILDER COVERAGE

We agree to amend the present coverage amounts in accordance with the following provisions:

Part 1.

If you have:

- a. Allowed us to adjust the Coverage **A** limit of liability and the premium in accordance with:
 - (1) The property evaluations we make; and
 - (2) Any increase in inflation; and
- b. Notified us, within 30 days of completion, of any alterations to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
- c. Elected to repair or replace the damaged building;

We will:

- a. Increase the Coverage **A** limit of liability to equal the current replacement cost of the dwelling if the amount of loss to the dwelling is more than the limit of liability indicated on the Declarations page;
- b. Also increase by the same percentage applied to Coverage **A** the limits of liability for Coverages **B**, **C** and **D**. However, we will do this only if the Coverage **A** limit of liability is increased under Paragraph **a.** above as a result of a Coverage **A** loss;
- c. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of liability.

Part 2.

If you comply with the provisions of this endorsement and there is a loss to a building insured under Coverage **A**, Section **I** Condition **3**. Loss Settlement Paragraph **b.** is deleted and replaced by Paragraphs **b.**, **c.** and **d.** as follows:

- b.** Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts of equivalent construction and use on the same premises:
 - (1)** The replacement cost of the building or any parts of it;
 - (2)** The amount actually and necessarily spent to repair or replace the building or any parts of it;
 - (3)** The applicable limit of liability whether increased or not, adjusted in accordance with **Part 1.** above. The most the company will pay is 50% above the Coverage **A** Limit of Liability.
- c.** We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- d.** You may disregard the replacement cost loss settlement provisions and make an initial claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make a claim within 180 days after loss for any additional liability on a replacement cost basis.

All other provisions of this policy apply.

PERSONAL PROPERTY

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT, Form **HO 04 90** is automatically included.
Coverage **C** — Personal Property is increased to 75% of Coverage **A**.

HO 00 06 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE C SPECIAL COVERAGE

AGREEMENT

We agree to provide the Special Coverage in this endorsement with the understanding that you occupy the unit in which the property covered under Coverage **C** is located.

SECTION I — PROPERTY COVERAGES**D. Additional Coverages****8. Collapse**

Paragraph **b.(1)** is deleted and replaced by the following:

- (1)** The Perils Insured Against under Coverage **A**;

With respect to Coverage **C**, Paragraph **8. Collapse** is deleted.

SECTION I — PERILS INSURED AGAINST

For Coverage **C**, The Perils Insured Against are deleted and replaced by the following:

We insure against the risk of direct physical loss to property described in Coverage **C**.

We do not insure, however, for loss:

- 1.** Excluded under **SECTION I — EXCLUSIONS**;
- 2.** To property in a unit regularly rented or held for rental to others by you;

3. Caused by:

- a.** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

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

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

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout, or similar fixtures or equipment.

- b.** Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1)** Fence, pavement, patio, deck or swimming pool;
- (2)** Footing, foundation, bulkhead, wall or any other structure or device, that supports all or part of a building or other structure;
- (3)** Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (4)** Pier, wharf or dock;

- c.** Theft in or to a dwelling under construction, or of materials and supplies for use in the construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

- d.** Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (1)** A plumbing, heating air conditioning or automatic fire protective sprinkler system or a household appliance on the "residence premises"; or
- (2)** A storm drain or water, steam or sewer pipes off the "residence premises".

For purposes of this provision, 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.

- e.** Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1)** Fire, lightning, windstorm, hail;
- (2)** Smoke, other than smoke from agricultural smudging or industrial operations;
- (3)** Explosion, riot, civil commotion;
- (4)** Aircraft, vehicles, vandalism and malicious mischief;
- (5)** Collapse of a building or any part of a building;
- (6)** Water not otherwise excluded;
- (7)** Theft or attempted theft; or
- (8)** Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a)** A steam or hot water heating system;
 - (b)** An air conditioning or automatic fire protective sprinkler system; or
 - (c)** An appliance for heating water;

- f.** Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;

- g.** Refinishing, renovating or repairing property other than watches, jewelry and furs;

- h.** Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors; or

- i. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body; or
- j. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage **C** of the policy form if this endorsement were not attached to the policy form.
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;
 - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
 - (7) Birds, vermin, rodents or insects; or
 - (8) Animals owned or kept by an "insured."

Exception to 3.j.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **C** resulting from an accidental discharge or overflow of water or steam from within a:

- (a) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (b) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section **I** — Exclusion **3**. Water Damage, 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 Paragraphs **3.d.** and **j.** above.

Under Paragraphs **3.a.** through **e.**, **i.** and **j.**, any ensuing loss to property described in Coverage **C** not precluded by any other provision in this policy is covered.

SECTION I — EXCLUSIONS

3. Water Damage.

The following paragraphs are added:

This exclusion does not apply to property described in Coverage **C** that is away from a premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in Coverage **C** on a premises or location owned, rented, occupied or controlled by an "insured" is even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

SUMMIT ELITE SECONDARY HOMEOWNERS ENDORSEMENT

F-1220PA 10 11

**HO 00 05 AND HO 00 06 POLICY
THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.**

INCREASED SPECIAL LIMITS OF LIABILITY

SECTION I — PROPERTY COVERAGES, C. Coverage C — Personal Property, 3. Special Limits Of Liability, a. through i. is deleted and is replaced by the following:

- a. \$1,000 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. \$5,000 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. \$3,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$3,000 on trailers or semi-trailers not used with watercraft of all types.
- e. \$10,000 (\$5,000 per item) for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$5,000 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, gold-ware, 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. \$10,000 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$2,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.

DEBRIS REMOVAL

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 1. Debris Removal, b.(1) is deleted and is replaced by the following:

- (1) We will also pay your reasonable expense, up to \$2,500, for the removal from the "residence premises" of:
 - (a) Your tree(s) felled by the peril of Wind-storm or Hail or Weight of Ice, Snow or Sleet; or
 - (b) A neighbor's tree(s) felled by a Peril Insured Against;

The \$2,500 limit is the most "we" will pay in any one "physical" loss regardless of the number of fallen trees, amount of debris from trees, shrubs, or other plants, or to whom they belong. No more than \$1,000 of this limit will be paid for the removal of any one tree.

FIRE DEPARTMENT SERVICE CHARGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 4. Fire Department Service Charge

The limit of liability for this coverage is increased from \$500 to \$1,000.

**CREDIT CARD, ELECTRONIC FUND TRANSFER CARD OR ACCESS DEVICE,
FORGERY AND COUNTERFEIT MONEY COVERAGE**

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

The limit of liability for this coverage is increased from \$500 to \$10,000.

LOSS ASSESSMENT COVERAGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 7. Loss Assessment

The limit of liability for this coverage is increased from \$1,000 to \$10,000.

COLLAPSE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 8. Collapse

Paragraph a. is deleted and is replaced by the following:

a. Perils Insured Against in Coverage A.

The following paragraph is also added:

This additional coverage does not apply to Coverage C — Personal Property.

ORDINANCE OR LAW

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 11. Ordinance Or Law, a. is deleted and is replaced by the following:

- a.** You may use up to 25% 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 a covered building or other structure damaged by a Peril Insured Against;
 - (2)** The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3)** The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

This is Additional Coverage 10. in Form HO 00 06.

If you purchase Ordinance Or Law Coverage Endorsement HO 04 77 this provision will not apply.

All other provisions of this policy apply.

EARTH MOVEMENT

SECTION I — EXCLUSIONS, A. 2. Earth Movement

The following paragraph is added:

This exclusion applies only to property described in Coverage A.

WATER DAMAGE

SECTION I — EXCLUSIONS, A. 3. Water Damage

The following paragraphs are added:

Water damage to property described in Coverage **C** away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in Coverage **C** on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

LOSS SETTLEMENT

SECTION I — CONDITIONS, C. Loss Settlement, the following options are added:

f. Application Of Deductible

- (1) We will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Declarations, unless noted otherwise in this policy.
- (2) We will waive the deductible amount shown in the Declarations if the direct physical loss to covered property is greater than \$50,000, except if the following apply:
 - (a) Policies with an All Perils deductibles of more than \$5,000;
 - (b) Windstorm Or Hail deductible;
 - (c) Named Storm or Hurricane deductible;
 - (d) Earthquake deductible; or
 - (e) Any other specifically listed deductible.
- (3) We will apply the highest deductible if more than one deductible applies to the covered loss.

g. Cash Out Option

If you choose not to repair or replace the residence premises after a covered total loss, we will pay the lesser of the replacement cost of the damaged building or other structure at the same premises prior to the loss or the limit of insurance that applies to the covered property. You may not make further claim on a replacement cost basis.

h. Loss Of Use - Increased Limit

Coverage **D** - Loss of use is coverage for the actual loss sustained for a period of 12 months is increased to 18 months immediately following the date of loss, subject to the policy provisions.

GOLF CART COVERAGE

We will pay up to \$5,000 for direct loss of or damage to your golf carts, their original parts, equipment and accessories. However, we will not pay you for loss or damage:

- a. Due to neglect or mechanical or electrical breakdown or failure, or manufacturer defect;
- b. If your golf carts are being used for any illegal trade or business, or for any business or for professional purposes;
- c. If such a loss is limited only to the tires and wheels, unless they are damaged by fire or stolen;
- d. To your golf carts, their parts and equipment, caused only by impact of their wheels and the road or the ground.

This coverage is additional insurance and NO deductible applies to this coverage.

IDENTITY FRAUD EXPENSE

The limit of liability for this coverage is \$20,000. Refer to **IDENTITY FRAUD EXPENSE ENDORSEMENT** form for coverage details.

LAND RESTORATION COVERAGE

Whenever there is a covered loss to your "residence premises" and the related repair or rebuilding requires excavation, replacement, stabilization and/or filling of land under or around your foundation and/or "residence premises", we will pay up to 10% of the amount of the covered property loss to your residence premises for the excavation, replacement, stabilization or filling of the land.

This coverage is additional insurance and NO deductible applies to this coverage.

LOCK REPLACEMENT COVERAGE

We will pay up to \$500, in the aggregate for any one occurrence for the cost of replacing window and/or door locks of the residence premises when the keys are lost or stolen along with other property owned by you or a relative. The theft must be covered by your policy. For this coverage to apply, you must immediately notify the police upon discovery of the theft. If lost you must notify us within 72 hours of discovery of the loss.

This coverage is additional insurance and NO deductible applies to this coverage.

MORTGAGE EXTRA EXPENSE COVERAGE

We agree to reimburse you for the increased monthly mortgage expenses if a covered total loss occurs to your residence premises. Coverage is limited to the extra expense of your first mortgage on the residence premises.

Reimbursement is limited to \$250 a month up to a total of \$5,000. We will pay you on a semi-annual basis for up to a total of four years or until you no longer occupy the replacement premises, whichever comes first. Additionally we will pay mortgage acquisition cost incurred from the construction of a replacement dwelling at the same location, for up to a maximum of \$2,000.

This coverage is additional insurance and NO deductible applies to this coverage.

PERSONAL COMPUTERS AND DATA RECORDS COVERAGE

We will pay up to \$3,000 for loss or damage to your Personal computer Hardware (Hardware meaning: electronic data processing equipment and/or machinery including parts, wiring and accessories that can store, process and/or retrieve data). We will pay up to \$1,000 for any covered loss to recreate data which you have created, if not covered by any other provision of this policy.

Exclusions: We will not pay for loss caused directly or indirectly by the following. Such loss is not covered even if any other cause or event contributes at the same time or in any sequence to the loss.

1. Wear and tear, gradual deterioration, insects, vermin, corrosion, mold, rust, dampness, dryness, cold or hot.
2. Mechanical breakdown for failure, faulty construction, an original defect in the property, errors or omission in design, specifications, workmanship or materials.
3. Short circuit or other electrical disturbance, or changes in electric power supply (power surge and/or brown out) if the change originates off the "residence premises", (except for Lightning). If fire or explosion result we will cover the loss caused by the fire or explosion.
4. Processing or programming errors or incorrect usage, including loss due to faulty instructions or the electric data processing equipment or machinery.
5. Dishonest acts or fraud committed by an insured or anyone entrusted with the property.

This coverage is additional insurance and NO deductible applies to this coverage.

REFRIGERATED PROPERTY

A. Definitions

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. Coverage

1. We insure, up to \$1,000, 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. Special Deductible

This Section Does Not Apply.

D. Exception To Power Failure Exclusion

The Power Failure exclusion does not apply to this coverage.

This coverage is additional insurance and NO deductible applies to this coverage.

All other provisions of this policy apply.

REWARDS COVERAGE

We will pay 10% of the amount of loss up to a maximum of \$1,000 to an eligible person providing information leading to the arrest and conviction of anyone who perpetrates an arson loss at an “insured location” or who robs, steals or burglarizes any covered person’s property. We will also pay an eligible person providing assistance in the recovery of stolen property, 10% of the value of the recovered property, up to a maximum of \$1,000. The deductible does not apply.

An eligible person means that person designated by a law enforcement agency as being the first to provide the necessary information or return the stolen property, and who is not:

- (1) An “insured”;
- (2) A relative of an “insured”;
- (3) An employee of a law enforcement agency.

This coverage is additional insurance and NO deductible applies to this coverage.

THEFT OF BUILDING MATERIAL COVERAGE

We agree to provide up to \$20,000 theft coverage for your dwelling under construction as stated below:

Property covered — Building materials and supplies, fixtures or equipment which will be a permanent part of a new dwelling, existing dwelling or other structure under construction at the insured location.

This coverage is additional insurance and NO deductible applies to this coverage.

WATER BACK-UP

The limit of liability for this coverage is \$5,000. Refer to **WATER BACK-UP** form for coverage details.

WEDDING PRESENT COVERAGE

This coverage is additional insurance. The limit of liability for this coverage is \$10,000.

The policy covers wedding presents owned by the Insured received no earlier than 30 days prior to the wedding date and extending no further than 60 days after the wedding date. Wedding presents as defined in the policy are personal property and do not include certain items such as: Realty, Animals, Automobiles, Boats, Bicycles, Money, Tickets, and Excluded items under Coverage **C** Personal Property.

This coverage is additional insurance and NO deductible applies to this coverage.

WITNESS EXPENSE REIMBURSEMENT

We will pay for your reasonable expenses and any lost wages you incur as a result of your appearance at a trial as a prosecution witness. This must result from a person being charged with committing an illegal act related to a covered REAL PROPERTY and/or TANGIBLE PERSONAL PROPERTY loss.

Reimbursement is subject to \$25 a day for reasonable expenses. Loss wages are \$50 a day with up to a maximum of \$300. The deductible does not apply.

This coverage is additional insurance and NO deductible applies to this coverage.

HO 00 05 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

HOME REBUILDER COVERAGE

We agree to amend the present coverage amounts in accordance with the following provisions:

Part 1.

If you have:

- a. Allowed us to adjust the Coverage **A** limit of liability and the premium in accordance with:
 - (1) The property evaluations we make; and
 - (2) Any increase in inflation; and
- b. Notified us, within 30 days of completion, of any alterations to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
- c. Elected to repair or replace the damaged building;

We will:

- a. Increase the Coverage **A** limit of liability to equal the current replacement cost of the dwelling if the amount of loss to the dwelling is more than the limit of liability indicated on the Declarations page;
- b. Also increase by the same percentage applied to Coverage **A** the limits of liability for Coverages **B**, **C** and **D**. However, we will do this only if the Coverage **A** limit of liability is increased under Paragraph **a.** above as a result of a Coverage **A** loss;
- c. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of liability.

Part 2.

If you comply with the provisions of this endorsement and there is a loss to a building insured under Coverage A., Section I Condition 3. Loss Settlement Paragraph b. is deleted and replaced by Paragraphs b., c. and d. as follows:

- b. Buildings under Coverage A or B at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts of equivalent construction and use on the same premises:
 - (1) The replacement cost of the building or any parts of it;
 - (2) The amount actually and necessarily spent to repair or replace the building or any parts of it;
 - (3) The applicable limit of liability whether increased or not, adjusted in accordance with Part 1. above. The most the company will pay is 50% above the Coverage A Limit of Liability.
- c. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- d. You may disregard the replacement cost loss settlement provisions and make an initial claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make a claim within 180 days after loss for any additional liability on a replacement cost basis.

All other provisions of this policy apply.

PERSONAL PROPERTY

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT, Form HO 04 90 is automatically included.

Coverage C — Personal Property is increased to 75% of Coverage A.

HO 00 06 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE C SPECIAL COVERAGE

AGREEMENT

We agree to provide the Special Coverage in this endorsement with the understanding that you occupy the unit in which the property covered under Coverage C is located.

SECTION I — PROPERTY COVERAGES**D. Additional Coverages****8. Collapse**

Paragraph b.(1) is deleted and replaced by the following:

- (1) The Perils Insured Against under Coverage A;

With respect to Coverage C, Paragraph 8. Collapse is deleted.

SECTION I — PERILS INSURED AGAINST

For Coverage C, The Perils Insured Against are deleted and replaced by the following:

We insure against the risk of direct physical loss to property described in Coverage C.

We do not insure, however, for loss:

- 1. Excluded under **SECTION I — EXCLUSIONS**;
- 2. To property in a unit regularly rented or held for rental to others by you;

3. Caused by:

- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

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

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

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout, or similar fixtures or equipment.

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) Fence, pavement, patio, deck or swimming pool;
- (2) Footing, foundation, bulkhead, wall or any other structure or device, that supports all or part of a building or other structure;
- (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (4) Pier, wharf or dock;

- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

- d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (1) A plumbing, heating air conditioning or automatic fire protective sprinkler system or a household appliance on the "residence premises"; or
- (2) A storm drain or water, steam or sewer pipes off the "residence premises".

For purposes of this provision, 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.

- e. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
- (2) Smoke, other than smoke from agricultural smudging or industrial operations;
- (3) Explosion, riot, civil commotion;
- (4) Aircraft, vehicles, vandalism and malicious mischief;
- (5) Collapse of a building or any part of a building;
- (6) Water not otherwise excluded;
- (7) Theft or attempted theft; or
- (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a) A steam or hot water heating system;
 - (b) An air conditioning or automatic fire protective sprinkler system; or
 - (c) An appliance for heating water;

- f. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;

- g. Refinishing, renovating or repairing property other than watches, jewelry and furs;

- h. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors; or

- i. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body; or
- j. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage C of the policy form if this endorsement were not attached to the policy form.
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;
 - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
 - (7) Birds, vermin, rodents or insects; or
 - (8) Animals owned or kept by an "insured."

Exception to 3.j.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage C resulting from an accidental discharge or overflow of water or steam from within a:

- (a) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (b) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I — Exclusion 3. Water Damage, 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 Paragraphs 3.d. and j. above.

Under Paragraphs 3.a. through e., i. and j., any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered.

SECTION I — EXCLUSIONS

3. Water Damage.

The following paragraphs are added:

This exclusion does not apply to property described in Coverage C that is away from a premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in Coverage C on a premises or location owned, rented, occupied or controlled by an "insured" is even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

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Project Name/Number: Homeowners Matrix /11F-HO-05PA

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Authorization to File (PC)		
Bypass Reason: n/a		
Comments:		