



## HOMEOWNERS *VIP* ENDORSEMENT ( For use with ML-2 & ML-3)

### WHAT WE COVER

In addition to any coverage shown on:

1. The Declarations Page
2. The Supplemental Declarations Page
3. The General Policy Provisions, or
4. Any other coverages attached to your policy.

For an additional premium, *we* provide the following coverages or extensions of coverage subject to the *terms* contained in the policy. The policy *deductible* provisions shall apply unless specifically addressed within this endorsement.

### Section I - Additional Coverage Extensions

#### **EARTH MOVEMENT DAMAGES**

Exclusion 6, *Earth Movement of any Kind*, under **EXCLUSIONS THAT APPLY TO YOUR POLICY** is deleted and replaced by:

*We* pay for direct physical loss caused by earthquake, landslide, mudslide, mine subsidence or sinkhole collapse to property under Coverages A, B and C. One or more earthquake shocks that occur within a 72 hour period shall constitute a single *occurrence*.

#### **DEDUCTIBLE**

Item 1. c. Deductible under **How Much We Pay for Loss or Claim** is replaced by the following with respect to Earth Movement Damage:

*Deductible* - *We* pay only that part of the loss in each *occurrence* which is more than 2 percent of the limit of liability that applies. This deductible shall apply separately to loss under Coverage A - Residence, Coverage B - Related Private Structures on the Premises and Coverage C - Personal Property. This deductible amount shall not be less than \$250 per *occurrence* for loss separately under Coverage A, B, and C.

#### **SPECIAL EXCLUSIONS TO EARTH MOVEMENT DAMAGES**

*We* do not cover loss caused directly or indirectly from flood of any nature or tidal wave, whether caused by resulting from, contributed to or aggravated by earthquake,; volcanic eruption or effusion including outpouring of lava or ash; or erosion.

*We* do not cover loss to foundations caused by settling of earth, water pressure, expanding or contracting of earth or cracking due to changes in moisture content.

#### **DISASTER ADDITIONAL LIVING EXPENSES**

*We* pay up to \$75 per day for a maximum of 10 consecutive days, up to a total reimbursement limit of \$750 for additional living expenses actually incurred to live off premises because your premises has become uninhabitable for more than 24 hours due to electrical power being cut off from the *insured premises* due to any type of damages to the electrical distribution system either on or off your premises. This additional living expense will only be paid if you do not elect to run a generator to maintain power at your premises during the same period you elect to live off premises. However, it will be permitted to pay both generator extra expense and this additional living expense in any combination up to the maximum combined limit of \$75 per day for a maximum of 10 consecutive days up to a limit of \$750.

### **DISASTER GENERATOR EXTRA EXPENSE**

*We* pay up to \$75 per day for a maximum for 10 consecutive days, up to a total reimbursement limit of \$750 for either the rental or purchase of a generator of electrical power when electrical power is interrupted or cut off for more than 24 hours from the insured premises due to any type of damages to the electrical distribution system either on or off your premises.

### **DISASTER DEBRIS REMOVAL EXTENSIONS**

The following extensions of coverage are applicable:

1. An additional 5% of the amount of insurance is available for covered debris removal expenses when the amount of loss and debris removal expense exceeds the amount of insurance.
2. In addition to the covered causes of loss pertaining to trees, plants, shrubs and lawns as shown in incidental property coverages, *we* pay up to \$500 for removal of *your* tree(s) felled by windstorm or the weight of ice, snow or sleet. This limit is the maximum payable per *occurrence* without regard to the number of trees affected. This coverage does not apply to trees, plants, shrubs or lawns;
  - a) grown for commercial purposes; or
  - b) located more than 250 feet from the *residence* on the *insured premises*.

### **REFRIGERATED FOOD PRODUCTS**

*We* cover loss to contents of a freezer unit located at the *insured premises* described on the Declarations Page. *We* pay up to 1% of Coverage C or a minimum of \$ 500 per *occurrence* whichever is greater. The covered contents must be owned by *you*. The loss must be caused by a change in temperature resulting from:

1. Interruption of electrical service to refrigeration equipment. The interruption must be caused by damage to the generating or transmission equipment.
2. Mechanical or electrical breakdown of the refrigeration system.

*You* must maintain the refrigeration equipment in proper working condition.

No deductible applies to refrigerated food products.

### **PET BOARDING**

*We* pay up to \$250 for reasonable and actual expenses incurred in boarding *your* pets or animals when *your* premises are rendered unsuitable for their well being due to a covered loss. *We* do not pay those normal and usual expenses that would be incurred without regard to a loss.

### **ADDED WATER DAMAGE COVERAGES**

*We* pay up to 2.5% of Coverage A per *occurrence* for direct loss to property caused by the backup of water:

1. through sewers and/or drains; and
2. through sump basins caused by failure of sump pump operation

### **Exclusions - Added Water Damages Coverage**

These additional exclusions apply to Added Water Damages Coverage:

**We do not pay for:**

1. loss or damage resulting from an *insured's* negligence;
2. loss or damage resulting from an *insured's* neglect or failure to service or maintain the sump pump or any plumbing appliance; or
3. generalized or localized flooding resulting from excess runoff or overflow of streams, rivers, or other bodies of water.

### **FUNCTIONAL REPLACEMENT COMPUTER COVERAGE**

*We* pay up to 2.5% of the Coverage C limit for loss to computer equipment, media and extra expense . *We* insure the computer property against risks of direct physical loss except as excluded or limited by *your* policy.

## WHAT WE COVER

*We* cover the property described below:

**Computer Equipment Coverage**-Data processing equipment, including its component parts, owned by *you*, leased or rented from others or under *your* control and for which *you* are legally liable.

**Media Coverage**-Converted data, programs or instructions used in *your* data processing operations including the materials on which data is recorded. This coverage applies to *your* property not used in *business* or for that which *you* are legally liable.

**Extra Expense Coverage**-The necessary expenses in excess of normal operating expenses incurred by *you* to continue *your* customary data processing operations following direct physical loss or damage, not otherwise excluded, to real or personal property. This coverage applies from the date of loss and only for the period of time reasonably required to restore normal data processing operations.

## WHAT WE DO NOT PAY FOR

*We* do not pay for:

1. property while leased or rented to others;
2. documents and records pertaining to *your* data processing operations unless they are converted to data form and then only in that form;
3. custom programs;
4. data or media which cannot be replaced with other of like kind or quality; or
5. obsolete or blank media.
6. property used for exclusively for *business*

## EXCLUSIONS

The following exclusions apply :

*We* do not pay for loss or damage:

1. to electrical or magnetic injury, disturbance or erasure of electronic recordings;
2. to media caused by error in machine programming or instructions to the machine;
3. caused by or resulting from mechanical breakdown or failure except for an ensuing direct loss by fire or explosion;
4. caused by or resulting from actual work upon the property; error, omission or deficiency in design, specifications, workmanship or materials; all except for ensuing direct loss by fire or explosion;
5. caused by rust, corrosion, dampness or dryness of atmosphere or changes in temperature unless resulting directly from physical damage to the data processing system's air conditioning facilities caused by a loss not otherwise excluded;
6. caused by wear and tear, deterioration, depreciation, inherent vice, latent defect, insects or vermin;
7. caused by any dishonest act on *your* part;
8. caused by or resulting from:
  - a. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by:
    - 1) any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
    - 2) military, naval or air forces; or
    - 3) an agent of any such government, power, authority or forces;
  - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or
  - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an *occurrence*; seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

## HOW MUCH *WE* PAY FOR LOSS OR CLAIM

The following provisions apply in addition to those contained in this policy.

### Equipment:

1. **Functional Replacement Cost**-Equipment shall be valued at its functional replacement cost at the time of loss but not exceeding the lesser of the following amounts :
  - a. the functional replacement cost of the property equivalent to the property sustaining the loss and intended for the same use;
  - b. the amount actually and necessarily expended in repairing or replacing the property; or
  - c. the amount of insurance provided in this form.

*You* may elect to disregard this provision and make claim on an actual cash value basis. However, further claim for any additional amount on a replacement cost basis may then be made, provided *we* are notified of such intention in writing within 180 days after the date of loss.

2. **Media**-The value shall not exceed the actual cost of reproducing such property.

## REPLACEMENT COST ON CONTENTS

*We* agree to extend Coverage C to cover the **replacement value** of covered personal property.

1. **Definition - Replacement value** means the cost of repair or replace the property with new property of equivalent kind and quality to the extent practicable, without deduction for depreciation.
2. Personal Property Not Covered for **Replacement Value** - This endorsement does not apply to the following property:
  - a. **Business** property;
  - b. Property not owned by an **insured**;
  - c. Film, tapes, cassettes, records, magnetic recordings, or similar property;
  - d. Articles of art or rarity that cannot be duplicated;
  - e. Property covered by any scheduled insurance;
  - f. Property which by its inherent nature cannot be replaced;
  - g. Property not maintained in good or workable condition;
  - h. Property not being used by the **insured**; or
  - i. Items whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collectors items.  
On the above items (a- i.), the actual cash value provisions of the policy apply.
3. **Our** Limit of Liability - *We* pay the lesser of the following amounts for each covered item:
  - a. The applicable limit of liability;
  - b. An amount not greater than **your** interest in the property;
  - c. The **replacement value** of the property as defined in this endorsement;
  - d. Four times the actual cash value of the property at the time of loss;
  - e. The amount computed after applying the deductible or other limitation applying to the loss; or
  - f. The full cost of repair.
4. When the full cost of repair or replacement is more than \$500, *we* will not be liable for any loss under this endorsement unless and until actual repairs or replacement is completed by or for the **insured**. *You* may disregard this endorsement in making claim under this policy and then make claim within 180 days after loss for any additional liability brought about by this endorsement.

## **EXTENDED COVERAGE C - PERSONAL PROPERTY**

**Limitations on Certain Property** is deleted and replaced by the following:

**Limitations on Certain Property** - these special limits do not increase the Coverage C limit of liability.

The special limit for each category below is the total limit per *occurrence* for all property in that category:

- a) \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, medals and numismatic property;
- b) \$1,000 on securities, commercial paper, stamps, philatelic property, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works and other valuable papers; (Commercial papers means drafts, checks, certificates of deposit and notes other than bank notes, including negotiable orders of withdrawal).
- c) \$1,000 for loss by theft of jewelry, watches, precious and semi-precious stones, gems and furs, but no exceeding \$500 for any one article;
- d) \$2,000 for loss by theft of gun and gun accessories;
- e) \$1,000 on watercraft including trailer, equipment, accessories and outboard motors;
- f) \$2,500 for loss by theft of silverware, goldware, pewterware and items plated with gold or silver. *We* pay no more than \$500 on any one item;
- g) \$5,000 on *motorized vehicles* used exclusively to service the *insured premises* and not designed or licensed for use on public roads;
- h) \$2,000 on grave markers;
- i.) \$250 on property away from the *insured premises*, used at time or in any manner for any *business* purpose. Electronic equipment referenced in (j) below is excepted from this agreement; and
- j) \$1,000 on electronic equipment, including accessories and media, used for *business* or personal purposes. This is the total per *occurrence* whether that equipment is in or upon a vehicle or elsewhere.  
The following property is covered only while on the *insured premises* and is limited to the amount stated:
- k.) \$2,500 on property used at any time or in any manner for any *business* purpose. Electronic equipment referenced in (j) above is excepted from this agreement; and
- l) \$1,000 on dismantled camper bodies and trailers not used with watercraft.

## **REPLACEMENT OF LOCKS**

*We* pay up to \$500 per *occurrence* for replacement of locks comprising a part of *your residence* when there has been a covered theft of keys for use with those locks.

## **LANDLORDS PROPERTY**

*We* pay up to \$2,500 per occurrence, for loss or damage by covered causes of loss to *your* property which *you* have furnished for use by tenants of *your residence*. Loss caused by theft or conversion by or at the direction of a tenant is not covered.

## **DAMAGE BY DOMESTIC ANIMALS**

*We* will cover damage to *your* property caused by domestic animals, excepting domestic animals that *you* own or keep.

## **CONTINGENT COMPLIANCE WITH BUILDING CODES**

*We* will pay the extra amount, not to exceed 5% of Coverage A per *occurrence*, for increased costs due to the enforcement of any ordinance or law that regulates the construction, repair or demolition of the covered building(s).

## **Section II Additional Coverage Extensions**

### **COVERAGE L - PERSONAL LIABILITY**

#### **How Much *We* Pay for Loss or Claim**

Prejudgment interest assessed against an *insured* on a covered award is included. *We* will not pay more than the limit of liability for damages and interest assessed as a result of an *occurrence*.

### **PERSONAL INJURY COVERAGE**

Coverage L- **Personal Liability** is extended to include coverage for **Personal Injury**;

**Personal Injury** means damages for which an *insured* is legally liable caused by false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, false representations, humiliation, libel, slander, defamation of character or invasion of privacy.

#### **Exclusions - Personal Injury Endorsement**

Coverage L - **Personal Liability** does not apply to **personal injury**;

1. resulting from liability assumed by an *insured* under any contract or agreement;
2. resulting from a willful violation of law or ordinance by, at the direction of, or with the consent of an *insured*;
3. to a person resulting from an offense directly or indirectly related to the person's employment by an *insured*;
4. caused by a publication, statement, or act by, at the direction of, or with the consent of an *insured* before the effective date of this insurance;
5. caused by a publication or statement made by, at the direction of, or with the consent of an *insured*, if the *insured* knew or had reason to believe that the publication or statement was false; or
6. resulting from *business* activities of an *insured*.

### **POLLUTION LIABILITY EXTENSION**

Coverage is extended to include *bodily injury* or *property damage* liability caused by *occurrence* arising from the discharge, dispersal, seepage, migration or escape of pollutants as a result of a cause of loss covered by coverage C of this policy. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

### **COVERAGE M - MEDICAL PAYMENTS TO OTHERS**

#### **How Much *We* Pay for Loss or Claim**

The limit of liability shown for **Coverage M - Medical Payments to Others** is increased by \$1,000.

### **INCIDENTAL LIABILITY AND MEDICAL PAYMENTS COVERAGES**

#### **How Much *We* Pay for Loss or Claim**

The limit of liability shown for **Damage to Property of Others** is increased by \$500.