

Advantage Elite

We agree that the following Additional Coverages and Extensions of Coverage are made a part of your Homeowners Policy:

SECTION I - PROPERTY COVERAGES

EXTENDED DWELLING REPLACEMENT COST COVERAGE TO 150% OF STATED COVERAGE A LIMIT

We will provide you with Replacement Cost Insurance for your Dwelling insured under COVERAGE A – DWELLING. You may elect to make a claim under the terms of this endorsement if (1) the amount of the loss on the Dwelling exceeds the limit shown on the Declarations Page for COVERAGE A – DWELLING, and (2) if you have complied with all the provisions of this endorsement.

A. For this coverage, you agree to:

1. Insure your Dwelling at its full replacement cost value as calculated by us and agreed upon by you, and provided on or before the policy effective date to you.
2. Report any improvements to your Dwelling to us within 30 days of completion. If you do not report these improvements to us in writing and the cost of such improvements exceeds \$10,000, the provisions of this endorsement will not apply. Instead the Coverage A Limit of Liability shown on the Declarations Page will be the maximum coverage available.
3. Pay the recomputed premium to reflect the increased replacement cost of your Dwelling. The premium will increase based on reports from an appraisal service which reflects changes in your local construction costs, and shall be adjusted from the time of loss for the remainder of the policy period. Payment of recomputed premium will constitute acceptance of the revised limit.

B. In return for your agreement above, if there is a loss to the building insured under Coverage A that exceeds the Coverage A limit of liability shown in the Declarations, for purposes of settling that loss only:

1. We will provide an additional amount of insurance, up to 50% of the Coverage A limit of liability;
2. Section I Condition 3.b.(1) Loss Settlement in Form HO 3 is deleted, and Section I Condition 3.b.(1) of Endorsement HO 01 20, Special Provisions – Massachusetts, is deleted and replaced by the following:
 - b. The building insured under Coverage A at replacement cost without deduction for depreciation. We will pay replacement cost if the damaged building is repaired or replaced by you on the "residence premises" or some other location within the Commonwealth of Massachusetts within a reasonable time but not more than two years from the date of loss.

We will pay no more than the least of the following amounts:

- (1) The limit of liability under this policy that applies to the building;

(2) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

(3) The necessary amount actually spent to repair or replace the damaged building.

3. All other terms and provisions of the Loss Settlement condition, including coinsurance as provided in Section I Condition 3.b.(2), remain unchanged.

C. The insurance provided for in this endorsement does not cover nor increase the coverage available for the additional costs incurred due to the enforcement of ordinances, laws, changes or revisions in building codes regulating the demolition, repair, construction, reconstruction or use of the Dwelling. This applies whether the need for such increase or additional cost is preceded by, or concurrent with, a covered loss or not.

THIS ENDORSEMENT APPLIES ONLY TO COVERAGE A – DWELLING, AND DOES NOT INCREASE OR OTHERWISE AFFECT COVERAGE PROVIDED UNDER COVERAGES B, C, OR D, ADDITIONAL COVERAGE, ENDORSEMENT OR CHANGE.

COVERAGE C - Personal Property:

PERSONAL PROPERTY REPLACEMENT COST

Covered losses to the following property are settled at replacement cost at the time of loss:

- a. Coverage C – Personal Property
- b. If covered in this policy, awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property, provided a named peril under Coverage C exists, if they are separately described and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

1. PROPERTY NOT ELIGIBLE

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

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

2. REPLACEMENT COST

The following loss settlement procedure applies to all property insured under this endorsement:

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair at the time of loss;
 - (3) The limit of liability that applies to Coverage C, if applicable;
 - (4) Any applicable special limits of liability stated in this policy; or
 - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.
- b. When the replacement cost for the entire loss under this endorsement is more than \$500, we will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is complete.
- c. You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this endorsement.

INCREASED SPECIAL LIMITS OF LIABILITY – COVERAGE C

The Special Limits of Liability under Coverage C – Personal Property have been replaced as follows:

1. \$500 on money, bank notes, bullion, gold other than gold ware, silver other than silverware, platinum, coins and medals.
2. \$3,000 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.
3. \$3,000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$3,000 on trailers not used with watercraft.
5. \$3,000 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones.
6. \$3,500 for loss by theft, misplacing or losing of firearms.
7. \$5,000 for loss by theft, misplacing or losing of silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$5,000 on property, on the “residence premises”, used at any time or in any manner for any “business” purpose.
9. \$500 on property, away from the “residence premises”, used at any time or in any manner for any “business” purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.
10. \$2,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a. Accessories or antennas; or

b. Tapes, wires, records, discs or other media;
for use with any electronic apparatus.

11. \$2,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
- Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - Is away from the "residence premises"; and
 - Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- Accessories and antennas; or
- Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item 11.

12. \$10,000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones and silverware, gold ware, silver plated, gold-plated, and pewter ware while on the premises of any bank, trust company, safe deposit company or cold storage warehouse in which the property has been placed for safekeeping.

ADDITIONAL COVERAGES

The following additional coverages are amended:

3. Trees, Shrubs and Other Plants is deleted and the following substituted:

Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises", Vandalism or malicious mischief or Theft.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to the dwelling or more than \$1000 for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

4. Fire Department Service Charge is deleted and the following substituted:

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

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

6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money is amended as follows:

Credit Card, Fund Transfer Card, Forgery and Counterfeit Money limit of liability is increased to \$10,000.

11. Ordinance or Law. The 10% limit of additional coverage provided under endorsement HO 01 20, Special Provisions – Massachusetts, is increased to 50%.

The following additional coverages are added:

12. Personal Records Coverage. We will pay up to \$250 for reasonable expenses you incur to research and obtain data necessary to reproduce, replace or restore your personal records. Personal records means:

birth and death certificates; drivers and marriage licenses; separation or divorce papers; income tax information; hunting and fishing licenses; ownership records of real and personal property; wills; and other personal records. These records must have been damaged or destroyed by a Peril Insured Against while on the "residence premises". This coverage does not apply to "business" records. No deductible applies to this coverage.

13. Refrigerated Food Spoilage Coverage. We will pay up to \$250 for any one loss from spoilage of food in a refrigerator or freezer on the "residence premises". The spoilage must be due to change in temperature resulting from: interruption of electrical service to the "residence premises" caused by damage to generating or transmission equipment which results in a breakdown in the system supplying electricity; or mechanical or electrical breakdown of the refrigerator or freezer.

If electrical service is partially or completely interrupted, or if mechanical or electrical breakdown is known, you must use all reasonable means to reduce loss under this coverage or this coverage is void. No deductible applies to this coverage.

14. Reward Coverage. We will pay up to \$500 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs, steals, or burglarizes any covered personal property from any "insured".

15. Lock Replacement Coverage. We will pay up to \$500 for replacing your house lock(s) if such replacement is necessitated by your key(s) being lost or stolen. You must notify us in writing within 72 hours of the discovery of the loss. No deductible applies to this coverage.

16. Water Back Up and Sump Overflow

a. We will pay up to \$2,500 for direct physical loss, not caused by the negligence of any "insured", to property covered under Section I caused by:

- (1) water which backs up through your dwelling's interior sewers or drains; or
- (2) water which overflows from a sump even if such overflow results from the mechanical breakdown of the sump pump. This coverage does not apply to direct physical loss of the sump pump, or related equipment.

b. Special Deductible

We will pay only that part of the loss which exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D - Loss of Use.

c. Section I - Perils Insured Against

In Form HO 00 03, paragraph 2.e.(2) under Coverage A - Dwelling and Coverage B - Other Structures is deleted, with respect to loss caused by overflow of sumps, and replaced by the following:

(2) Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

In Form HO 00 15, this is subparagraph 1.b.(4)(b); in HO 17 32, this is subparagraph 2.e.(2).

d. Section I – Exclusions

The Water Damage Exclusion is replaced by the following:

Water

This means:

1. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge:
2. Water which:
 - a. Backs up through sewers or drains; or
 - b. Overflows or is otherwise discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood;
3. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
4. Waterborne material carried or otherwise moved by any of the water referred to in d.1. through d.3. of this Exclusion.

This exclusion applies regardless of whether any of the above, in d.1. through d.4., is caused by an act of nature or is otherwise caused.

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

However, direct loss by fire, explosion or theft resulting from any of the above, in d.1. through d.4, is covered. All other provisions of this policy apply.

17. Identity Theft Expense Coverage

We will pay up to \$1,000 for "covered expenses" incurred by an "insured" as the direct result of any one loss resulting from "identity theft" commenced during the policy period.

Any single act or a series of acts, whether committed by one person or entity, or by a group working in concert, that directly affect, concern or implicate any one person's identity will be considered one loss under this policy even if the series of acts continues into a subsequent policy period.

This coverage is additional insurance, and may include the provision of related services.

DEFINITIONS

With respect only to the provisions of this endorsement, the following definitions are added:

"Covered Expenses" means:

1. Costs for notarizing fraud affidavits or similar documents required by financial or lending institutions, credit agencies, or similar credit grantors.
2. Costs for certified mail to financial or lending institutions or similar credit grantors, credit agencies, or law enforcement agencies.
3. Long distance telephone charges for calls to financial or lending institutions or similar credit grantors, credit agencies, law enforcement agencies or merchants to report or discuss an actual identity fraud.
4. Application fees incurred when re-applying for a loan or loans when the original application is declined based solely on incorrect credit information.
5. Reasonable attorney and filing fees to remove any criminal or civil judgments, correct any information contained in a consumer credit report or defend against lawsuits brought by merchants or their collection agencies entered against an "insured".

“Identity theft” means the act of knowingly transferring or using, without lawful authority, a “means of identification” of an “insured” with the intent to commit or to aid or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

“Means of identification” means any name or number that may be used to identify a specific individual.

EXCLUSIONS

The following additional exclusions apply to this coverage.

We do not cover:

1. Loss other than expenses as defined by “covered expenses”.
2. Expenses incurred as a result of any intentional, fraudulent, dishonest or criminal act by, on behalf of, or at the direction of any “insured”.
3. Loss arising out of “business” pursuits of any “insured”.

DEDUCTIBLE

No deductible applies to this coverage.

YOUR DUTIES AFTER LOSS

Under **Section I – Conditions 2. Your Duties After Loss**, paragraph **g**, add:

- (9) Evidence supporting a claim and any receipts, bills, or other records of the expenses incurred under the Identity Theft Expense Coverage.

SECTION II - LIABILITY COVERAGES

INCREASED SECTION II COVERAGE

The limit of liability for Coverage E – Personal Liability shown on the Declaration Page is increased by \$100,000.

The limit of liability for Coverage F – Medical Payments to Others shown on the Declaration Page is increased by \$1,000.

COVERAGE E - Personal Liability

Under Coverage E - Personal Liability, the definition of “bodily injury” is amended to include personal injury.

“Personal Injury” means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment, or malicious prosecution;
2. Libel, slander or defamation of character; or
3. Invasion of privacy, wrongful eviction or wrongful entry.

SECTION II - EXCLUSIONS do not apply to personal injury. Personal injury insurance does not apply to:

1. Liability assumed by the “insured” under any contract or agreement except any indemnity obligation assumed by the “insured” under a written contract directly relating to the ownership, maintenance, or use of the premises;

2. injury caused by violation of penal law or ordinance committed by or with the knowledge or consent of any “insured”;
3. Injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by the “insured”;
4. Injury arising out of the “business” pursuits of any “insured”; or
5. Civic or public activities performed for pay by any “insured”.

SECTION II - EXCLUSIONS

OUTBOARD MOTOR EXTENSION OF COVERAGE

The description of watercraft to which the exclusion does not apply is deleted and replaced by the following:

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an “insured”. This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an “insured”;
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an “insured”;
 - (c) One or more outboard engines or motors with 50 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 50 total horsepower if the outboard engine or motor is not owned by an “insured”;
 - (e) Outboard engines or motors of more than 50 total horsepower owned by an “insured” if:
 - (i) You acquire them prior to the policy period; and
 - (a) You declare them at policy inception; or
 - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
 - (ii) You acquire them during the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
 - (a) Less than 26 feet in overall length;
 - (b) 26 feet or more in overall length, not owned by or rented to an “insured”;
- (3) That are stored.

ADDITIONAL COVERAGES

The following additional coverages are amended:

1. Claim Expenses:

Paragraph c. is deleted and the following substituted:

- c. reasonable expenses incurred by an “insured” at our request, including actual loss of earnings (but not loss of other income) up to \$100 per day, for assisting us in the investigation or defense of a claim or suit; and

3. Damage to Property of Others is amended as follows:

Damage to Property of Others. The limit of liability per “occurrence” is increased to \$1,000.

The following coverage is added:

5. Part-Time “Business” Pursuits of an “Insured” Under 18 Years of Age

Section II also applies to part-time “business” pursuits of an “insured” who is under the age of 18. This insurance does not apply in three instances:

- a. It does not apply to liability as a result of a business “owned” by or controlled by an “insured” or by a partnership or joint venture of which an “insured” is a partner or member.
- b. It does not apply to liability as a result of rendering or failure to render professional services of any nature (other than teaching).
- c. It does not apply to “bodily injury” to a fellow employee of the “insured” injured in the course of work.

All other provisions of this policy remain the same and apply.