

**CONDOMINIUM PROTECTION PLUS ENDORSEMENT
MASSACHUSETTS**

PERSONAL PROPERTY REPLACEMENT COST

HO 04 90 (04/91)

SECTION I

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 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- D. Articles that are outdated or obsolete and are stored or not being used.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 a claim within 180 days after the loss for any additional liability in accordance with this endorsement.

All other provisions of this policy apply.

ORDINANCE OR LAW COVERAGE

OLC (06/97)

Loss for damage by a Peril Insured Against to covered property or the building containing the covered property will be settled on the basis of any ordinance or law that regulates the construction, repair or demolition of this property.

The percentage applied to the Coverage A limit of liability for Ordinance or Law, is increased from 10% to 25%.

All other provisions of this policy apply.

PERSONAL INJURY

HO 24 82 (4/91)

Under Coverage E – Personal Liability, the definition **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 a violation of a penal law or ordinance committed by or with the knowledge or consent of an "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 or in connection with a business engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
5. Civic or public activities performed for pay by an "insured";

All other provisions of this policy apply.

REFRIGERATED PROPERTY COVERAGE

RPC (1/94)

We insure up to \$500, covered property stored in freezers or refrigerators on the "residence premises" for direct loss caused by:

1. Interruption of electrical service to the refrigeration unit. The interruption must be caused by damage to the generating or transmitting equipment; or
2. Mechanical failure of the unit storing the property.

Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to loss.

This endorsement does not increase the limit of liability for Coverage C – Personal Property.

The Section I – Power Failure exclusion does not apply to this coverage.

Special Deductible

The following deductible applies to covered loss to refrigerated property:

We will pay only that part of the loss that exceeds \$50. No other deductible applies to this coverage.

All other provisions of this policy apply.

MORTGAGE EXTRA EXPENSE INSURANCE

MEEI (1/94)

We will pay up to \$250 per month for a maximum of four years for the extra interest expense you incur due to a higher interest rate on a new first mortgage because of a covered homeowners loss.

All other provisions of this policy apply.

INCREASED COVERAGE D

ICD (12/95)

Coverage D is increased to 50% of the Coverage C amount shown on your policy.

All other provisions of this policy apply.

INCREASED SPECIAL LIMITS OF LIABILITY – COVERAGE C

ISL (1/94)

Section I – Property Coverages, Coverage C – Personal Property, Special Limits of Liability is replaced by the following:

Special Limits of Liability.

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

1. \$500 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.

2. \$2,000 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.
3. \$2,000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$2,000 on trailers not used with watercraft.
5. \$2,000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$4,000 for loss by theft of firearms.
7. \$5,000 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. 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, the 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 and 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:
 - A. 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;
 - B. Is away from the "residence premises"; and
 - C. Is used at any time or in any manner for any "business" purpose.
 Electronic apparatus includes:
 - A. Accessories and antennas; or
 - B. Tapes, wires, records, discs or other media; for use with any electronic apparatus.

All other provisions of this policy apply.

WATER BACKUP AND SUMP OVERFLOW

BSO (07/04)

1. We insure, up to \$2500 per loss or \$5,000 per policy year aggregate, for direct physical loss, not caused by negligence of any "insured", to property covered under Section I caused by:
 - A. Water which backs up through sewers or drains; or
 - B. Water which overflows from a sump pump only if such overflow results from the mechanical breakdown of the sump pump or results from power interruption caused by a storm. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This endorsement does not increase the limits of liability for coverages A, B, C or D stated in the policy declarations.

2. SPECIAL DEDUCTIBLE

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

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.

Section I – Exclusions

3. Water Damage is deleted and replaced by the following:

3. Water damage, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire or explosion resulting from water damage is covered.

All other provisions of this policy apply.

**CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY -
INCREASED LIMIT**

CCF (1/94)

Section I, Property Coverages, Additional Coverages Item 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money. The first sentence is deleted and replaced by the following:

We will pay up to \$1,000 for:

All other provisions of additional coverages apply.

DAMAGE TO PROPERTY OF OTHERS – INCREASED LIMIT

DPO (1/94)

Section II – Additional Coverages, 3. Damage To Property of Others. The first sentence is deleted and replaced by the following:

We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

All other provisions of this policy apply.

HOME SAFETY BENEFITS COVERAGE

HSB (1/94)**Fire Department Service Charge – Increased Limit**

Section I – Property Coverages, Additional Coverages, 4. Fire Department Service Charge. The first sentence is deleted and replaced by the following:

We will pay up to \$1,000 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.

All other provisions of this policy apply.

Lock Replacement Protection Coverage

We will pay up to \$500, subject to a \$50 deductible to replace house locks if any family members keys are lost or stolen.

Special Deductible – We will pay only that part of the loss that exceeds \$50.

All other provisions of this policy apply.

Fire Extinguisher Recharge Expense Coverage

We will pay your reasonable expense up to \$250 for recharge of your owned fire extinguishers used during the policy term to extinguish a fire on your residence premises.

The \$250 limit is the most we will pay in any policy term.

No deductible applies to this coverage.

All other provisions of this policy apply.

INCREASED LOSS ASSESSMENT COVERAGE

LAC (3/06)**1. Increased Limit – Residence Premises Location of Unit* Limit of Liability***

For an additional premium, the limit of liability for Section I Additional Coverage 7 and Section II Additional Coverage 4, Loss Assessment, is increased to:

Increase in Limit of Liability*	Total Limit of Liability*
\$ 9,000	\$10,000

SPECIAL LIMIT – We will not pay more than \$1,000 of your assessment that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.

Section II – Coverage E – Personal Liability Exclusion **2.a.(1)** does not apply to this coverage.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.