

## GOLD HOMEOWNER ENDORSEMENT - MASSACHUSETTS

Form HO 00 03 Only

### REPLACEMENT OR REPAIR COST PROTECTION - COVERAGE A - DWELLING

We agree to amend the present Coverage A amount indicated on the declarations page in accordance with the following provisions:

1. If you have:
  - A. Allowed us to adjust the Coverage A Limit of Liability and the premium in accordance with:
    - (1) The property evaluation we make; and
    - (2) Any increases 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.

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. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of liability.
2. If you comply with the provisions of this endorsement and there is a loss to a building insured under Coverage "A"; Section 1 Condition 3. Loss Settlement paragraph b., subparagraphs (1), (2), and (3) are deleted, but only with regard to buildings under Coverage A, and is replaced by paragraph b. as follows:
    - b. Buildings under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts, but in no case more than 125% of your Coverage A limit of liability shown on your declarations, for 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 buildings or any parts of it;
      - (3) The applicable limit of liability whether increased or not, adjusted in accordance with paragraph 1. above.

This policy does not apply to land, including land on which the building or structures are located.

All other provisions of this policy apply.

### PERSONAL PROPERTY REPLACEMENT COST

#### 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 also applies to articles or classes of property 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 outdate 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.

All other provisions of this policy apply.

### INCREASED COVERAGE C

Coverage C is increased to 70% of the Coverage A amount shown on your policy.

All other provisions of this policy apply.

### INCREASED COVERAGE D

Coverage D is increased to 30% of the Coverage A amount shown on your policy.

All other provisions of this policy apply.

### FIRE DEPARTMENT SERVICE CHARGE - INCREASED LIMIT

Section I - Property Coverage, 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 member's 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.

## WATER BACK UP AND SUMP OVERFLOW

1. We insure, up to \$2,000, for direct physical loss, not caused by the 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 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, which is caused by mechanical breakdown.

This endorsement does not increase the limits of liability for Coverage 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.

### 3. 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 coverage for loss caused by overflow of sumps, and replaced by the following:

- (2) Inherent vice, latent defect;

### 4. 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.

(In Form HO 00 03, this is item 1.c.)

All other provisions of this policy apply.

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**REFRIGERATED PRODUCTS COVERAGE**

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We insure up to \$1,000, 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 the 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 \$100. No other deductible applies to this coverage.

All other provisions of this policy apply.

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**LOSS ASSESSMENT COVERAGE**

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**1. Increased Limit - Residence Premises**

The limit of liability for Section I Additional Coverage 7 and Section II Additional Coverage 4, Loss Assessment, is increased to \$5,000.

**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.

All other provisions of this policy apply.

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**INCREASED SPECIAL LIMITS OF LIABILITY - COVERAGE C**

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Section I - Property Coverage, 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. \$300 on money, bank notes, bullion, gold other than goldware, silver, other than silverware, platinum coins and medals.

2. \$2,500 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. \$2,500 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$2,500 on trailers not used with watercraft.
5. \$5,000 (no more than \$2,500 of this limit will be available for any one item) for loss by theft, misplacing, or losing of jewelry, watches, furs, precious and semi-precious stones.
6. \$3,000 for loss by theft, misplacing, or losing of firearms.
7. \$5,000 for loss by theft, misplacing, or losing 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, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.
10. \$1,500 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 electrical apparatus.

11. \$1,500 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.

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

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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 \$2,500 for:

All other provisions of additional coverages apply.

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**PERSONAL LIABILITY AND MEDICAL PAYMENTS  
TO OTHERS - INCREASED LIMIT OF LIABILITY**

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**SECTION II - CONDITIONS** 1. Limit Of Liability is deleted and replaced with the following:

1. **Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations plus \$100,000. This limit is the same regardless of the number or "insureds," claims made or persons injured. All "bodily injury," "personal injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations plus \$1,000.

All other provisions of this policy apply.

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**PERSONAL INJURY**

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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 any 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"; or
6. Injury to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

All other provisions of this policy apply.

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**DAMAGE TO PROPERTY OF OTHERS -  
INCREASED LIMIT**

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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.

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**WATERCRAFT LIABILITY OUTBOARD ENGINE OR  
MOTOR INCREASED HORSEPOWER COVERAGE**

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**SECTION II - EXCLUSIONS**, 1.g. is deleted and replaced with the following:

- g. Arising out of:
- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;
  - (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
  - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

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 25 total horsepower if the outboard engine or motor is not owned by an "insured";
- (e) Outboard engines or motors of more than 25 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.

This coverage applies for the policy period.

- (2) That are sailing vessels, with or without auxillary 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;

All other provisions of the policy apply.