



**HOMEOWNERS PROTECTION PLUS ENDORSEMENT – GRC
MASSACHUSETTS**

REPLACEMENT OR REPAIR COST PROTECTION – COVERAGE A – DWELLING

61-5784 (4/00)

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

HO 04 90 (4/91)

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 (6/97)

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 "injured." 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.

INCREASED COVERAGE C

ICC (5/84)

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

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 (7/95)

Coverage D is increased to 30% of the Coverage A 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, 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 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

WATER BACKUP AND SUMP OVERFLOW

BSO (1/94)

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 only 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 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.

3. Section I – Perils Insured Against

In Form **HO 0003**, 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;

In Form **HO 0015**, this is subparagraph **1.b.(4)(b)**; in **HO 1732**, this is subparagraph **2.e.(2)**.

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 0003, this is Item 1.c).

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.

DEBRIS REMOVAL

DBR91 (05/02)

Section I, Property Coverages, Additional Coverages, Item I. Debris Removal is deleted and replaced by the following.

1. Debris Removal. We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hail
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C.

The \$500 limit is the most we will pay in anyone loss regardless of the number of fallen trees.

SPECIAL COMPUTER COVERAGE**HO04 14 (04/91)**

THIS ENDORSEMENT: (1) DOES NOT INCREASE THE LIMIT OF LIABILITY WHICH APPLIES TO COVERAGE C, AND (2) DOES NOT MODIFY THE SPECIAL LIMITS OF LIABILITY OR THE PROVISIONS OF PROPERTY NOT COVERED UNDER COVERAGE C.

The Perils Insured Against which apply to Coverage C are deleted and replaced by the following with respect to the "computer equipment":

Perils Insured Against: We cover an "insured's" "computer equipment" as defined in this endorsement, against risk of direct physical loss.

We do not insure, however, for loss:

A. Excluded under SECTION I – EXCLUSIONS.

B. Caused by:

- (1) 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:
 - (a) Maintain heat in the building; or
 - (b) Shut off the water supply and drain the system and appliances of water;
- (2) Theft in or to a dwelling under construction, until the dwelling is finished or occupied;
- (3) Any of the following:
 - (a) Wear and tear, marring, deterioration;
 - (b) Inherent vice, latent defect, mechanical breakdown;
 - (c) Smog, rust or other corrosion, mold, wet or dry rot;
 - (d) Smoke from agricultural smudging or industrial operations;
 - (e) 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;
 - (f) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - (g) Birds, vermin, rodents or insects; or
 - (h) Animals owned or kept by an "insured".

If any of these caused water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water.

Under items (1) through (3), any ensuing loss not excluded or excepted in this policy is covered.

- (4) Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- (6) Refinishing, renovating or repairing property;

- (7) Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
- (8) Destruction, confiscation or seizure by order of any government or public authority; or
- (9) Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss not excluded or excepted in this policy is covered.

DEFINITION

With respect to the computer coverage provided by this endorsement, "computer equipment" means:

1. Electronic data processing hardware and related peripheral equipment, including CRT screens, disc drives, printers and modems; and
2. Discs, tapes, wires, records or other software media used with the equipment in 1. above.

All other provisions of this policy apply.