

# HOMEMASTER ELITE ENDORSEMENT

For an additional premium, the following coverages apply to the policy:

## Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money Coverage

Section I - E. Additional Coverages, 6.a. limit is increased per the following:

The limit of liability for Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money Coverage is increased to \$10,000.

## Loss Assessment Coverage

### 1. Additional Insurance – Residence Premises

We will pay, up to \$7,500 or one or more assessments arising out of a single loss covered under:

- a. Section I Additional Coverage E.7. Loss Assessment (This is Additional Coverage C.7. in Form HO 00 04 and D.7. in Form HO 00 06.);
- b. Section II – Additional Coverage D. Loss Assessment; or
- c. Both Section I and Section II.

### 2. Special Limit

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

### 3. Section II – Exclusion

Section II – Exclusion F.1.a. does not apply to this coverage.

## Personal Injury Coverage

### DEFINITIONS

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

## SECTION II – LIABILITY COVERAGES

### A. Coverage E – Personal Liability

The following is added to Coverage E – Personal Liability:

#### Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

## SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II – Exclusions** is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal Injury":

- a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
- b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
- c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- d. Arising out of a criminal act committed by or at the direction of an "insured";
- e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
- f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs 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".

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location";
  - (a) On an occasional basis if used only as a residence;
  - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;
- h. Arising out of civic or public activities performed for pay by an "insured";
- i. To you or an "insured" as defined under Definition 5.a. or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

- (1) To repay; or
  - (2) Share damages with; or
- Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or
- j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- 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.
- k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

- 2. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "fungi", wet or dry rot, or bacteria.

## SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph D. Loss Assessment is deleted and replaced by the following:

### D. Loss Assessment

We will pay up to \$1000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of "personal injury".

## SECTION II - CONDITIONS

With respect to the coverage provided by this endorsement, Section II – Condition I. Policy Period does not apply and Conditions **A. Limit Of Liability**, **B. Severability Of Insurance** and **C. Duties After "Occurrence"** are deleted and replaced by the following:

### A. Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage **E**. This limit is the same regardless of the number of "insureds", claims made or suits brought.

### B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

### C. Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and "named insured";
  - b. Reasonably available information on the time, place and circumstances of the offense; and
  - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and

d. To secure and give evidence and obtain the attendance of witnesses;

5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

## Personal Property Replacement Cost Loss Settlement

### A. Eligible Property

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
  - a. Coverage **C**; and
  - b. If covered in this policy:
    - (1) Awnings, outdoor antennas and outdoor equipment; and
    - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
  - a. Jewelry;
  - b. Furs and garments:
    - (1) Trimmed with fur; or
    - (2) 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:
    - (1) Pens or pencils;
    - (2) Flasks;
    - (3) Smoking implements; or
    - (4) Jewelry; and
  - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

## B. Ineligible Property

Property listed below is not eligible for replacement cost loss 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.

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

## C. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **A.** above:

1. We will pay no more than the least of the following amounts:
  - a. Replacement cost at the time of loss without deduction for depreciation;
  - b. The full cost of repair at the time of loss;
  - c. The limit of liability that applies to Coverage **C**, if applicable;
  - d. Any applicable special limits of liability stated in this policy; or
  - e. For loss to any item described in **A.2.a.** - **f.** above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in **A.** above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this personal property replacement cost loss settlement coverage provided you notify us of your intent to do so within 180 days after the date of loss.

# Water Back Up and Sump Discharge or Overflow

## A. Coverage

We insure, up to \$5,000 per occurrence with a \$10,000 maximum limit per policy term for direct physical loss, not caused by the negligence of an "insured", to property covered under Section **I** caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
  - a. Sump, sump pump; or
  - b. Related equipment;even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages **A**, **B**, **C** or **D** stated in the Declarations.

This limit is in addition to any limit purchased in the Water Back-Up and Sump Discharge or Overflow Endorsement.

## B. Section I – Perils Insured Against

With respect to the coverage described in **A.** above, Paragraph:

- A.2.c.(6)(b)** in Form **HO 00 03**;  
**A.2.e.(2)** in Form **HO 00 05**;  
**2.j.(2)** in Endorsement **HO 05 24**;  
**3.j.(2)** in Endorsement **HO 17 31**; and  
**2.c.(6)(b)** in Endorsement **HO 17 32**;

are replaced by the following:

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

## C. Special Deductible

The following replaces any other deductible provision in this policy with respect to loss covered under this Water Back Up and Sump Discharge or Overflow.

We will pay only that part of the total of all loss payable under Section **I** that exceeds \$500. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage **D**.

## D. Exclusion

The Water Damage Exclusion is replaced by the following:

Water 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:
  - (1) Backs up through sewers or drains; or
  - (2) 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 caused by or resulting from human or animal forces or any act of nature.
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, escapes, 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.

## Increased Limits on Business Property

### SECTION I – PROPERTY COVERAGES

#### Coverage C – Personal Property

##### 3. Special Limits Of Liability

- a. The Special Limit Of Liability in Category 3.h. that applies to "business" property on the "residence premises" is increased to \$7,500.

This Increase In Limit Of Liability does not apply to "business" property:

- (1) In storage or held:

- a. As a sample; or
  - b. For sale or delivery after sale; or
- (2) That pertains to a "business" actually conducted on the "residence premises".
- b. The Special Limit Of Liability in Category 3.i. that applies to "business" property away from the "residence premises" is increased to an amount that is 20 percent of the Total Limit Of Liability shown in the Declarations.  
The Special Limit Of Liability in Category 3.i. does not apply to electronic apparatus as described in Categories 3.j. and k.

This Increased Limits on Business Property Coverage does not increase the limit of liability for Coverage C.

## Coverage C Increased Special Limits of Liability

### SECTION I – PROPERTY COVERAGES

#### COVERAGE C – PERSONAL PROPERTY

##### Special Limits Of Liability

The special limits of liability in your policy are increased as shown below. The limit for each class is the total limit per occurrence for all items in that class. These special limits do not increase the Coverage C limit of liability.

- a. \$1,000 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$5,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar amount 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.

- c. \$2,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$2,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$5,000 for loss by theft, **misplacing or losing** of jewelry, watches, furs, precious and semiprecious stones.

- f. \$3,000 for loss by theft, **misplacing or losing** of firearms and related equipment.
- g. \$5,000 for loss by theft, **misplacing or losing** of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware.
- j. \$5,000 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.
- k. \$5,000 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

## Social Security Check Coverage

As an additional amount of insurance, **we** will cover loss incurred by **you** due to Damage, Disappearance or Theft of a check issued by the Social Security Administration of the United States of America. Disappearance of such check shall also mean nondelivery to **your** address by the United States Postal Service for a period of time in excess of seven days, beginning with the date that the check would normally have been received.

This insurance does not cover against loss due to theft by members of **your** family or household.

The maximum amount of **our** liability for this coverage shall not exceed the amount for which the check was issued.

Upon acceptance of payment for loss under this coverage, **you** agree to:

1. pursue reissuance of a replacement check from the Social Security Administration until such replacement check is obtained;
2. assign all rights of the check, up to the amount of the loss paid, to us; and
3. immediately notify us if the check is received, recovered or found.

## Pet Recovery Expense

**We** will pay up to \$100 per occurrence and up to \$200 per year for the cost of advertising and providing a reward for aid in the recovery of pets belonging to **you** that are lost or stolen. **You** must verify the expense by providing **us** with signed receipts, cancelled checks, or credit card charges to prove **your** expenditure.

No deductible applies to this Pet Recovery Expense coverage.

## Locksmith Services

Coverage is provided for the cost of locksmith services (including replacement keys and locks) required because of loss or misplacement of **your** house keys. The limit of liability for this coverage is \$100 per occurrence and \$200 per year. This coverage does not pay for the copying of existing keys and does not pay for repair or maintenance of locks. This coverage is additional insurance. A deductible of \$25 per occurrence applies to this Locksmith Services coverage.

## Reward Coverage

**We** will pay up to \$2,500 to any individual for information leading to the arrest and conviction of any person(s) who robs, steals or burglarizes any covered personal property from an insured.

## Coverage E - Personal 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 of **insureds**, claims made or persons injured.

## Coverage F - Medical Payments To Others

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

## Building Additions and Alterations

(Form HO 00 04 only)

The limit of liability for Building Additions and Alterations is increased to 20% of Coverage C limit.

## Special Personal Property Coverage

(Form HO 00 03 only)

### SECTION I – PERILS INSURED AGAINST

- A. Coverage A – Dwelling And Coverage B – Other Structures, and
  - B. Coverage C – Personal Property
- are deleted and replaced by the following:

### SECTION I – PERILS INSURED AGAINST

We insure against risk of direct loss to property described in Coverages A, B and C, only if that loss is a physical loss to property.

We do not insure, however, for loss:

1. Under Coverages A, B and C:
  - 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) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
      - (a) Fence, pavement, patio or swimming pool;
      - (b) Foundation, retaining wall, or bulkhead; or
      - (c) Pier, wharf or dock;

- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) 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 cause 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 including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water escaped.

Under items (1) through (4), any ensuing loss to property described in Coverages A, B and C not excluded or excepted in this policy is covered.

2. Under Coverages A and B:
  - a. Caused by 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.
  - b. Involving collapse, other than as provided in Additional Coverages – 8. Collapse. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.
3. Under Coverage C caused by:
  - a. Breakage of:
    - (1) Eyeglasses, glassware, statuary, marble;
    - (2) Bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

  - (1) Fire, lightning, windstorm, hail;
  - (2) Smoke, other than smoke from agricultural smudging or industrial operations;
  - (3) Explosion, riot, civil commotion;
  - (4) Aircraft, vehicles, vandalism and malicious mischief, earthquake or volcanic eruption;
  - (5) Collapse of a building or any part of a building;
  - (6) Water not otherwise excluded;
  - (7) Theft or attempted theft; or
  - (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
    - (a) A steam or hot water heating system;
    - (b) An air conditioning or automatic fire protective sprinkler system; or
    - (c) An appliance for heating water;

- b. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- c. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- d. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
- e. Destruction, confiscation or seizure by order of any government or public authority; or
- f. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not excluded or excepted in this policy is covered.

#### SECTION I – ADDITIONAL COVERAGES

##### E. Additional Coverages, 8. Collapse, Paragraph b.(1). is deleted and replaced by the following:

- (1) Perils Insured Against in Coverages A and B.

This additional coverage does not apply to Coverage C – Personal Property.

#### SECTION I – EXCLUSIONS

- 3.c. **Water Damage.** The following paragraphs are added:

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in Coverage C on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather conditions contribute in any way to produce the loss.

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Nothing contained in this endorsement shall waive, alter or extend any of the conditions, terms or limits contained in, endorsed on or attached to said policy, except as herein specifically provided.

**Referencing ISO Endorsements:**

HO 04 12 10 00 - Increased Limits on Business Property  
HO 04 35 10 00 – Loss Assessment Coverage  
HO 04 51 10 00 – Building Additions and Alterations  
HO 04 53 10 00 – Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money  
HO 04 65 10 00 – Coverage C Increased Special Limits of Liability  
HO 04 90 10 00 – Personal Property Replacement Cost Loss Settlement  
HO 04 95 01 09 – Water Back Up and Sump Discharge or Overflow  
HO 24 82 04 02 – Personal Injury  
HO 00 15 04 91 – Special Personal Property Coverage