

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT TO CONTRACT PROVISIONS**

(Applies to HO-3R, HO-6R & HO-9R unless otherwise noted)

**DEFINITIONS**

5. "Collapse" is deleted and replaced by the following:

5. "Collapse" means:

- a. A sudden falling or caving in; or
- b. A sudden breaking apart or deformation such that the building or part of a building is in imminent peril of falling or caving in and is not fit for its intended use.

- a. Used solely to service any residence; or
- b. Designed for assisting the handicapped.

Subject to the provisions under Special Amounts of Insurance we also cover:

- a. Motorized golf carts and their equipment and accessories; and
- b. Motorized vehicles designed or modified to operate at speeds not to exceed 15 miles per hour and for use off public roads.

**SECTION I**

**SECTION I - PROPERTY WE COVER**

**COVERAGE C - Personal Property Protection**

**Under Property We Do Not Cover:**

Item 1. is deleted.

Item 3. is deleted and replaced by the following:

- 3. "Motor vehicle(s)". This includes but is not limited to the following while in or upon a "motor vehicle".
  - a. Equipment, accessories, and parts; or
  - b. Any device or instrument for the transmitting, recording, receiving or reproduction of data, sound or pictures which is permanently installed in a "motor vehicle". We do not cover antennas, tapes, wire, discs or other media, for use with any such device or instrument.

We do cover "motor vehicle(s)" or all other motorized land conveyances not subject to motor vehicle registration which are:

The following is added to **Property We Do Not Cover:**

Controlled substances included on Schedule I as defined by 21 United States Code Section 812, and as changed, updated, and republished by 21 Code of Federal Regulations Part 1308 at the time of loss. This exclusion applies whether or not state law allows use of the substance.

**Under COVERAGE D - Loss of Use Protection:**

The lead-in paragraph is deleted and replaced by the following:

The SECTION I - LOSSES WE DO NOT COVER apply to the coverage provided under Loss of Use below. The amount of insurance for Loss of Use shown in the Declarations is the total limit for the coverages that follow.

Item 3. **Prohibited Use** is deleted and replaced by the following:

3. **Prohibited Use.** If a loss covered under SECTION I - LOSSES WE COVER results in an order from a civil authority prohibiting you from the use of the "**residence premises**" as a result of direct damage to neighboring premises by a loss covered under SECTION I - LOSSES WE COVER, we cover the Additional Living Expense or Fair Rental Value loss as provided under 1. and 2. above for not more than two weeks.

### ADDITIONAL COVERAGES

The lead-in paragraph is deleted and replaced by the following:

Unless specifically addressed elsewhere in this policy, the coverages provided below are the only coverages provided for the following. The SECTION I - LOSSES WE DO NOT COVER apply to these coverages unless otherwise stated.

Under 6. **Credit Card Coverage and Identity Fraud Expense Coverage**, item b., "**Expenses**" (3) is deleted and replaced by the following:

- (3) Lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies, merchants, and/or legal counsel, or to complete fraud affidavits, not to exceed \$250 per day:

HO-3R and HO-9R only:

Under 12. **Glass or Safety Glazing Material** the third paragraph is deleted and replaced by the following:

This coverage does not include loss on the "**residence premises**" if the dwelling has been vacant for more than 180 consecutive days immediately before the loss. An insured dwelling being constructed is not considered vacant.

HO-6R only:

Under 11. **Glass or Safety Glazing Material** the third paragraph is deleted and replaced by the following:

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This coverage does not include loss on the "**residence premises**" if the building containing the "**residence premises**" has been vacant for more than 180 consecutive days immediately before the loss. An insured dwelling being constructed is not considered vacant.

HO-3R only:

Under 18. **War**, item b. is deleted and replaced by the following:

- b. Abandonment as a consequence of "**war**";

### SECTION I - LOSSES WE COVER

#### COVERAGE C - PERSONAL PROPERTY PROTECTION

Under 9. **Theft**, item a. is deleted and replaced by the following:

- a. Committed by any "**insured**" or any other person regularly residing on any part of the "**insured location**" for a period in excess of thirty consecutive days, even if other permanent residency is established or claimed elsewhere.

Under 14. **Freezing** is deleted and replaced by the following:

14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the "**residence premises**" while the dwelling is unoccupied, if you have failed to:

- a. Maintain heat in the building; or  
b. Shut off the water supply and drain the system and appliances of water.

### SECTION I - LOSSES WE DO NOT COVER

HO-3R and HO-9R only:

## LOSSES WE DO NOT COVER UNDER DWELLING PROTECTION AND OTHER STRUCTURES PROTECTION

Item 1.a. is deleted and replaced by the following:

- a. 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 and then, only if you have failed to:
  - (1) Maintain heat in the building; or
  - (2) Shut off the water supply and drain the system and appliance of water.

HO-9R only:

### SECTION I - LOSS SETTLEMENT

Under item 4. Loss Settlement - Personal Property, LOSS SETTLEMENT; item b. is deleted and replaced by the following:

- b. We will pay no more than the "**actual cash value**" until repair or replacement of the damaged property is completed, unless the entire loss is less than \$5,000.

### SECTION I - CONDITIONS

Item 7. **Other Insurance** is deleted and replaced by the following:

7. **Other Insurance.** Other insurance includes the coverage and any deductible required by such other insurance.

If a loss covered by this policy is also covered by other insurance, we will pay as follows:

- a. Coverage provided by the ADDITIONAL COVERAGE, Credit Card Coverage and Identity Fraud Expense Coverage is excess over other insurance that covers the same loss. This coverage is also excess over any other contractual conditions, rights or benefits that provide relief from or indemnification for your obligations to pay any amounts to any third party resulting from a loss covered by this coverage. In no event will we pay more than the applicable amount of insurance; or
- b. For a loss to personal property that is separately described and specifically insured by other insurance, whether or not that policy is primary or excess, we will be excess over that insurance for a loss that is also covered under this policy; or
- c. For all other coverage we will pay only the proportion of the loss that the amount of insurance that applies under this policy bears to the total amount of insurance covering the loss; or
- d. This policy does not apply to motorized golf carts and their equipment and accessories when any other insurance also applies.

The following condition is added:

#### Reducing The Risk Of Loss

We may occasionally provide you with products or services that assist you in preventing or reducing the risk of loss, and may provide an incentive for your use of these items.

### SECTION II - EXCLUSIONS

1. **Coverage E - Personal Liability and Coverage F - Medical Payments to Others**, in item e.:

This exclusion does not apply to the permissive use, loading or unloading of:

is deleted and replaced by the following:

This exclusion does not apply to the ownership, maintenance, permissive use, loading or unloading of:

#### SECTION I and II - CONDITIONS

6. **Subrogation** is changed in the HO-3R only:

Under item 6. **Subrogation**, the first paragraph is deleted and replaced by the following:

6. **Subrogation.** Any "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

Item 8. **Assignment** is deleted and replaced by the following:

8. **Assignment.** Assignment of any claim or this policy will not be valid unless we give our written consent.