

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**HIGH VALUE HOME ENDORSEMENT - MISSOURI**

For an additional premium, we agree to provide the following coverage:

DEFINITIONS

Under **6. "Occurrence,"** the following sentence is added:

It also means offenses which result, during the policy period, in **personal injury**.

The following is added:

10. "Personal injury" means injury arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment, or malicious prosecution;
- b. Libel, slander or defamation of character; or
- c. Invasion of privacy, wrongful eviction or wrongful entry.

11. "Personal data" means the personal facts or records of any **insured**. It does not include any hardware, commercial software, or materials on which data is recorded, including magnetic tapes, disk packs, paper tapes, and cards.

SECTION I – PROPERTY COVERAGES**COVERAGE C - PERSONAL PROPERTY**

Coverage C is changed as follows:

The Coverage C (Personal Property) limit shown on the Declarations is increased to 70% of the limit shown for Coverage A (Dwelling).

The second paragraph is deleted and replaced by the following:

Our limit of liability for personal property usually situated at any **insured's** residence, other than the **residence premises**, is 30% of the limit of liability for Coverage C. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days immediately after you begin to move the property there.

SPECIAL LIMITS OF LIABILITY is deleted and 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. \$1,000 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$5,000 on securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank

notes, manuscripts, passports, tickets and stamps.

3. \$2,000 on watercraft, including their trailers, furnishings, equipment and outboard motors.
4. \$3,000 on trailers not used with watercraft.
5. \$5,000 for loss by theft, misplacing or losing of jewelry, watches, precious and semi-precious stones.
6. \$5,000 for loss by theft, misplacing or losing of furs.
7. \$10,000 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware and pewterware.
8. \$5,000 for loss by theft, misplacing or losing of firearms.
9. \$10,000 on **business** property on the **residence premises** in storage or as a sample or for sale or delivery after sale and **business** property pertaining to a **business** actually conducted on the **residence premises**. This includes **business** data designed to be used or stored in a computer and any computer used for **business** and associated accessories at the **residence premises**.
10. \$1,000 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 **11.** and **12.** below.
11. \$1,000 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 or antennas; or
 - b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this item **11.**
12. \$1,000 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 described in this item **12**.

- 13.** \$5,000 for **personal data** which is designed to be used or stored in a computer at the **residence premises**.

The special limits of liability for categories **2.**, **5.**, and **7.** are increased to a combined limit of \$50,000 while within a vault at a federal or state chartered bank, savings and loan association or thrift institution. **Caution: This coverage is void as respects property removed from the premises of the bank, savings and loan association or thrift institution.**

COVERAGE D - LOSS OF USE

The Coverage D (Loss of Use) limit shown on the Declarations is not applicable with this form. There is unlimited Loss of Use Coverage.

Coverage is changed as follows:

- 1. Additional Living Expense.** The following paragraph is added:

If a power outage caused by a Peril Insured Against makes the **residence premises** uninhabitable, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. Payment shall be for the shortest time required to repair or replace the premises or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

Section I - Exclusion **4. POWER FAILURE** does not apply to this coverage.

- 2. Fair Rental Value.** The following paragraph is added:

If a power outage caused by a Peril Insured Against makes that part of the **residence premises** rented to others or held for rental by you uninhabitable, we cover its fair rental value. Payment shall be for the shortest time required to repair or replace the part of the premises rented or held for rental. Fair rental value shall not include any expense that does not continue while that part of the **residence premises** rented to or held for rental is uninhabitable.

Section I - Exclusion **4. POWER FAILURE** does not apply to this coverage.

- 3. Prohibited Use.** The following paragraph is added:

If a civil authority prohibits you from use of the **residence premises**, we cover any resulting Additional Living Expense and Fair Rental Value.

ADDITIONAL COVERAGES

Additional Coverages are changed as follows:

- 1. Debris Removal.** is deleted and replaced by the following:

- 1. Debris Removal.** We will pay the reasonable expense incurred by you in:

- a. the removal of debris of covered property provided coverage is afforded for the peril causing the loss;
- b. the removal of one or more trees fallen on the **residence premises** as a result of a peril insured against under Coverage A - Dwelling or B - Other Structures but not more than \$500 for any one tree; and
- c. the removal of debris of property, not otherwise covered on the **residence premises**, as a result of a Peril Insured Against.

Debris Removal will be considered a separate expense from the limit of liability for the damaged property.

- 3. Trees, Shrubs and Other Plants.**

We agree to increase the limit of liability that applies to any one tree, shrub, or plant to a total of \$1,000.

- 4. Fire Department Service Charge.**

We agree to increase the limit of liability that applies to this Additional Coverage to a total of \$1,000.

- 5. Property Removed.**

We agree to increase the time of coverage while removed from the **residence premises** to a total of 90 days.

- 6. Credit Card, Funds Transfer Card, Forgery and Counterfeit Money.**

We agree to increase the limit of liability that applies to this Additional Coverage to a total of \$10,500.

- 7. Loss Assessment.**

We agree to increase the limit of liability that applies to this Additional Coverage to a total of \$5,000.

- 10. Refrigerated Products Coverage.**

We agree to increase the limit of liability that applies to this Additional Coverage to a total of \$750.

12. Spillage or Residue Removal Coverage.

We will pay up to \$5,000 for the removal of substances:

- a. accidentally spilled on; or
- b. residue covering

an interior building item or contents insured under Coverage A - Dwelling, Coverage B - Other Structures or Coverage C - Personal Property.

This coverage includes, but is not limited to the cleaning, correction, modification, removal, repair or renovation of the interior building, or contents item(s) altered, coated, covered or damaged by such spillage or residue.

This coverage is limited to interior building and contents items. We do not cover any item located outside the exterior walls of the building or below the undersurface of the lowest basement floor or, where there is no basement, below the surface of the ground inside the foundation walls.

We will not pay for spillage or residue removal if the spillage or residue was caused by a peril excluded or limited by this policy. However, coverage exception **c.7.e.** under SECTION I - COVERAGE A - DWELLING and COVERAGE B - OTHER STRUCTURES Perils Insured Against does not apply to this additional coverage.

- **Ordinance or Law.** The first paragraph is deleted and replaced by the following:
 - a. You may use up to 30% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

The following **ADDITIONAL COVERAGES** are added:

14. Lock Replacement Coverage.

We will pay you an amount, not to exceed \$500, that you incur in changing the locks on your **residence premises** when your keys have been stolen. The theft of the keys must be reported to the police for this Additional Coverage to apply.

No deductible applies to this Additional Coverage.

15. Reward Coverage.

We will pay you an amount, not to exceed \$500, that you have incurred in the payment of rewards for information leading to the return of stolen articles or the arrest and conviction of any person(s) who have stolen articles and/or damaged any of your covered property.

16. Personal Property Coverage Extension.

We will pay up to \$2,500 for damage to your personal property occurring while it is away from your **residence premises** caused by:

- a. flood (meaning rising water);
- b. earthquake;
- c. landslide; or
- d. collision or overturn of the conveyance in which your property is carried.

SECTION I - EXCLUSIONS - **2. EARTH MOVEMENT** and **3. WATER DAMAGE** do not apply to Additional Coverage **16**.

17. Mortgage Renegotiation Coverage.

If your **residence premises** incurs a loss because of a Peril Insured Against, that results in the payment of at least 40% of the Coverage A limit shown on the Declarations, and if the first mortgagee shown on the Declarations exercises its right to renegotiate the mortgage, we will pay up to \$5,000 total under this coverage for:

- a. The mortgage origination points, and inspection fees incurred by you, and
- b. any additional monthly mortgage payment,
 - (1) if the interest rate increases, and
 - (2) if the mortgage term remains the same.

Under sections **a.** and **b.** above, we do not cover:

- (1) Any expenses incurred in renegotiating any other mortgage.
- (2) Any additional interest expense, points or other expenses incurred above those based on the original principal amount of the first mortgage.
- (3) Legal fees (except as provided below in **c.**), service charges, taxes, insurance assessments or any other expense whether or not incurred in renegotiating the mortgage or included in mortgage payment.
- (4) Any additional interest expense incurred beyond the earliest of the following dates:
 - (a) The final payment date of the mortgage in effect at the time of loss.
 - (b) The date five years after the date of loss.
 - (c) The date the title or insurable interest in the **residence premises** is relinquished by you.

The time period under sections **(a)** and **(b)** is not limited by the expiration of the policy.

- c. The legal expenses incurred by you to renegotiate or maintain a first mortgage held by a

first mortgagee shown in the Declarations of this policy.

We do not cover fines, judgements, service charges, or legal services by any lawyer except yours.

No deductible applies to this coverage.

18. Identity Fraud Expense Reimbursement Coverage.

- a. We will reimburse up to \$25,000 for **expenses** incurred by an **insured** as the direct result of any one **identity fraud**. This coverage applies to any one **identity fraud** discovered during the policy period. Also you will have access to **resolution services** from a consumer fraud specialist. This specialist will assist you in the process of restoring your identity.

Any act or series of acts committed by any one person or group of persons acting in concert; or in which any one person or group of persons is concerned or implicated is considered to be one **identity fraud**. This coverage applies even if a series of acts continues into a subsequent policy period.

- b. **Definitions.** With respect to the provisions of this additional coverage only, the definitions below are added:

"**Expenses**" means:

- (1) Costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, healthcare providers, merchants or other credit grantors that have required that such affidavits be notarized.
- (2) Costs for certified mail to:
 - (a) Law enforcement agencies;
 - (b) Credit agencies;
 - (c) Financial institutions;
 - (d) Healthcare providers;
 - (e) Merchants; or
 - (f) Other credit grantors.
- (3) Lost wages or salaried earnings, up to a maximum payment of \$1,000 per week for a maximum period of five weeks, during absence from employment:
 - (a) To communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors;

- (b) To complete fraud affidavits or similar documents; or

- (c) Due to wrongful incarceration arising solely from someone having committed a crime in the **insured's** name. Lost wages shall not apply in the case of wrongful incarceration absent all charges being dropped or an acquittal of the **insured**.

- (4) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

- (5) Reasonable attorney fees incurred, with our prior written consent, for:

- (a) Defense of lawsuits brought against the **insured** by financial institutions, healthcare providers, merchants or other credit grantors or their collection agencies;

- (b) The removal of any criminal or civil judgments wrongly entered against an **insured**;

- (c) Challenging the accuracy or completeness of any information in a consumer credit report;

- (d) Pursuing the release of medical records solely for the purpose of investigating medical related **identity fraud**, upon the exhaustion of the healthcare provider's medical record and personal information request and appeal process;

- (e) Contesting wrongfully incurred tax liability; or

- (f) Contesting the wrongful transfer of ownership of an **insured's** tangible property.

- (6) Charges incurred for long distance telephone calls, cellular telephone calls and facsimiles, to law enforcement agencies, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors to report or discuss an actual **identity fraud**.

- (7) Costs for daycare and eldercare incurred by an **insured**. This coverage applies if charges incurred are solely as a direct result of any one **identity fraud**.

- (8) Reasonable costs for travel and accommodations incurred by the **insured**, up to

a maximum payment of \$1,000 per week for a maximum period of five weeks, to:

- (a) Participate in the defense of lawsuits brought against the **insured** by financial institutions, healthcare providers, merchants, other credit grantors or their collection agencies;
 - (b) Challenge the accuracy or completeness of any information in a consumer credit report;
 - (c) Participate in the criminal prosecution of the perpetrators of the **identity fraud**; or
 - (d) File in person loss affidavits and civil or criminal complaints with local law enforcement in the jurisdiction in which the **identity fraud** occurred, as required by local law.
- (9) Fees for the re-application and re-issuance of government issued personal identification documentation, including passports, commercial and non-commercial drivers licenses, state and federal personal identification cards, and social security cards, compromised as a result of **identity fraud**.
- (10) Fees charged for copies of medical records, including x-rays, obtained solely for the purpose of investigating medical-related **identity fraud**.

"**Identity fraud**" means the act of knowingly transferring or using, without lawful authority, a means of identification of an **insured** with the intent to commit or to aid or abet; any illegal activity that constitutes a violation of federal law or a felony under any applicable state or local law.

"**Resolution services**" include:

- (a) Ordering your credit report;
- (b) Alerting credit reporting agencies;
- (c) Providing credit monitoring; and
- (d) Preparing documentation and letters.

You are limited to a maximum of three 6-month enrollments with the consumer fraud specialist we provide to you for any one **identity fraud**.

Resolution services are not available to any person under 14 years old. Services are lim-

ited to those services not involved in the obtaining of credit report information for any person aged 14-17 years old.

- c. **Exclusions.** The following exclusions apply to this coverage. These exclusions are in addition to the Section I – Exclusions in the policy.

We do not cover:

- (1) Loss arising out of **business pursuits** of any **insured**.
 - (2) **Expenses** incurred due to any fraudulent or dishonest or criminal act by an **insured**. We also do not cover any person acting in concert with an **insured** or by any authorized representative of an **insured**. This exclusion applies whether acting alone or in collusion with others.
 - (3) Loss other than **expenses** or **resolution services**.
- d. **Deductible.** No deductible applies to **Identity Fraud Expense Reimbursement** coverage.
- e. **Your Duties After Loss.** The following is added under Section I Condition 2. Your Duties After Loss, paragraph g.:
- (9) Receipts or bills or other records that support your claim for **expenses** under **Identity Fraud Expense Reimbursement** coverage.

SECTION I - PERILS INSURED AGAINST

COVERAGE C - PERSONAL PROPERTY is deleted and replaced by the following:

We insure against risks of direct physical loss to property described in **COVERAGE C EXCEPT**:

- A. We do not cover any loss that results from a peril excluded or limited by this policy, even if a covered peril is a concurrent cause of loss.
- B. We do not cover any loss or damage to your personal property caused directly or indirectly, contributed to, or aggravated by defective, inadequate, or faulty planning, construction, or maintenance or any property whether on or off the **residence premises** resulting from:

DEFECTIVE, INADEQUATE OR FAULTY

- 1. Development, subdividing, surveying or siting; including grading, excavation and soil compaction;
- 2. Specifications, building codes or their enforcement or zoning requirements;
- 3. Alteration, construction, repair, renovation or remodeling;

4. Materials recommended, selected, supplied or used in alteration, construction, repairs, renovation or remodeling;

5. Maintenance.

You may not claim any of the situations included in **B.** above as a cause of loss. These are not perils we insure against. Ensuing perils, not otherwise excluded or limited by this policy, are covered.

C. We do not cover:

1. Loss excluded under SECTION I - EXCLUSIONS.

2. Loss caused by freezing of a plumbing, drainage, heating, air conditioning system 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.

3. Loss caused by freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not, to a:

- a. Fence, driveway, roadway, walkway, pavement, patio, swimming pool, spa or hot tub;
- b. Foundation, retaining wall, bulkhead; or
- c. Pier, deck, wharf or dock.

4. Loss caused by theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is completed and occupied.

5. Loss caused by vandalism or malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

6. Loss caused by continuous or repeated seepage or leakage of water or steam over a period of time, weeks, months or years, from within a plumbing, drainage, heating, air conditioning system or automatic fire protective sprinkler system or from within a household appliance.

7. Loss caused by:

- a. Wear and tear, marring, deterioration or failure to maintain;

b. Inherent vice, latent defect, mechanical breakdown;

c. Smog, rust, 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 a peril insured against under Coverage C of this policy.

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.

Except as provided by SECTION I - ADDITIONAL COVERAGE 12. Spillage or Residue Removal Coverage;

f. Settling, cracking, shrinking, bulging or expansion of driveways, roadways, walkways, pavements, patios, foundations, walls, floors, roofs or ceilings;

g. Birds, vermin, rodents, or insects; or

h. Animals owned or kept by any insured.

If any of these cause water to suddenly escape from a plumbing, heating or air conditioning system or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water. We do not cover loss to the system or appliance from which the water escaped.

8. Loss caused by collapse other than provided as ADDITIONAL COVERAGE 8. - COLLAPSE.

9. breakage of statuary, marble, bric-a-brac, glassware, porcelains, eyeglasses and similar breakable articles; except cameras and photographic lenses, watches, bronzes and jewelry;

breakage of this property is covered if it is the result of:

- a. fire or lightning;
- b. windstorm or hail;
- c. explosion, riot or civil commotion;
- d. collapse of a building or a part of a building;
- e. smoke, except smoke from industrial operations or agricultural smudging;
- f. water not excluded elsewhere;

- g. theft or attempted theft;
 - h. vandalism or malicious mischief;
 - i. aircraft;
 - j. vehicles other than aircraft; or
 - k. sudden and accidental tearing apart, burning, bulging or cracking of a steam heating system, a hot water heating system, an automatic fire protective sprinkler system, an air conditioning system or an appliance for heating water;
10. Loss caused by collision with other than a land vehicle.
11. Loss caused by stranding, swamping or sinking of watercraft, watercraft trailers, watercraft equipment or furnishings, including outboard motors.
12. Loss caused by dampness of atmosphere or extremes of temperature unless the loss is directly caused by snow, sleet, rain or hail.

Under items 2. through 7., any ensuing loss not excluded is covered.

SECTION I - EXCLUSIONS

3. **WATER DAMAGE.** Subparagraph b. is deleted.
4. **POWER FAILURE** is deleted.

SECTION I - CONDITIONS

Under 3. **Loss Settlement**; paragraphs a. and b. are deleted and replaced by the following:

- a. Awnings, carpeting, outdoor antennas, and personal property at the cost to replace or repair at the time of the loss.

For the purposes of this Coverage:

- (1) Personal property includes domestic appliances and outdoor equipment.
- (2) Personal property does not include:
 - (a) Antiques, fine arts, paintings, statuary, and similar articles which, by their inherent nature, cannot be replaced with new articles; and
 - (b) Articles whose age or history contribute substantially to their value, including but not limited to memorabilia, souvenirs and collector's items.

We will not pay more than the actual cost to repair or replace, less deduction for depreciation, at the time of loss for any of the above.

- (3) "Cost to Replace" means the cost at the time of loss of a new article of like kind and quality to the one damaged, de-

stroyed or stolen. When an article is no longer manufactured or is not available, the "cost to replace" means the cost of a new article, similar to that damaged, destroyed or stolen, which is of comparable quality and usefulness.

- (4) The limit of liability for loss on any personal property shall not exceed the smallest of the following amounts, subject to any deductible:
 - (1) The limit of liability of this policy applicable to Coverage C;
 - (2) Any special limits of liability described in the policy;
 - (3) The cost to replace, without deduction for depreciation, at the time of loss.

We have the option either to repair or replace any item under this coverage, or to reimburse the cost to replace it.

- b. Structures including swimming pools that are not buildings and the items listed under 3.a.(2)(a) & (b) above at actual cash value at the time of loss, but not exceeding the amount necessary to repair or replace.

The following condition is added:

ADDITIONAL REPLACEMENT COST PROTECTION

(Applies only when loss to the dwelling exceeds the Coverage A Limit of Liability shown in the Declarations)

To the extent that coverage is provided, we agree to provide an additional amount of insurance in accordance with the following provisions:

- a. If you have:
 - (1) Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
 - (a) The property evaluations we make; and
 - (b) Any increases in inflation; and
 - (2) Notified us, within 30 days of completion, of any improvements, alterations or additions to the dwelling which increase the replacement cost of the dwelling by 5% or more;

the provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged or destroyed dwelling on the same premises.

- b. If there is a loss to the dwelling that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:

- (1) We will provide an additional amount of insurance, up to 50% of the Coverage A limit of liability; and
- (2) The Section I Condition 3. Loss Settlement paragraph c. is deleted and replaced by paragraphs c., d. and e. as follows:
 - c. The dwelling under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts for like construction and use on the same premises:
 - (1) The replacement cost of that part of the dwelling damaged or destroyed;
 - (2) The necessary amount actually spent to repair or replace the damaged or destroyed dwelling; or
 - (3) The limit of liability under this policy that applies to the dwelling, plus any additional amount provided by this endorsement.
 - d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
 - e. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis. If you fail to notify us of your intent within the 180-day timeframe, such failure will not invalidate the claim unless such failure operates to prejudice our rights.

SECTION II - LIABILITY COVERAGES

COVERAGE E - PERSONAL LIABILITY

This section is deleted and replaced by the following:

If a claim is made or a suit is brought against any **insured** for damages because of **bodily injury, personal injury** or **property damage** caused by an **occurrence** to which this coverage applies, we will:

- a. pay up to our limit of liability for the damages for which the **insured** is legally liable. Damages include prejudgment interest awarded against the **insured**; and
- b. provide a defense at our expense by counsel of our choice even if the suit is groundless, false or fraudulent. We may make any investigation and settle any claim or suit that we decide is appropriate. Our duty to settle or defend any claim or suit ends when the amount we pay for damages re-

sulting from the **occurrence** equals our limit of liability.

SECTION II - EXCLUSIONS

- 1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others g. is deleted and the following substituted:

- g. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of watercraft described below;
 - (2) the entrustment by any **insured** of a watercraft described below to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

Excluded watercraft are those that are principally designed to be propelled by engine power, jet power or electric motor, or are sailing vessels, whether owned by or rented to any **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 any insured;
 - (b) inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to any **insured**;
 - (c) one or more outboard engines or motors with 50 horsepower or less;
 - (d) one or more outboard engines or motors with more than 50 total horsepower if the outboard engine or motor is not owned by any **insured**;
 - (e) outboard engines or motors of more than 50 total horsepower owned by any **insured** if:
 - (i) you acquire them prior to the policy period; and
 - (a) you declare them at policy inception;
 - (b) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors;

- (ii) you acquire them during the policy period.

This coverage applies for the policy period.

- (2) that are sailing vessels, with or without auxiliary power:
 - (a) less than 26 feet in overall length;
 - (b) 26 feet or more in overall length not owned by or rented to any **insured**.
- (3) that are stored.

2. Coverage E - Personal Liability, Subparagraph c. is deleted and replaced by the following:

- c. property damage to property rented to, occupied or used by, or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, explosion, or water damage.

The following is added:

- 4. Personal injury** insurance does not apply to:
 - a. 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;
 - b. Injury caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an **insured**;
 - c. Injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by the **insured**.
 - d. 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**.
 - e. Civic or public activities performed for pay by an **insured**; or

- f. Injury to you or an **insured** within the meaning of part a. or b. of **insured** as defined.

This exclusion does not apply to a not-for-profit corporation or organization for a maximum limit of \$10,000.

SECTION II - ADDITIONAL COVERAGES

3. Damage To Property of Others.

We agree to pay at replacement cost and to increase the limit of liability that applies to this additional coverage by \$750 per **occurrence**.

SECTION II - CONDITIONS

- 1. **Limit of Liability**. is deleted and the following substituted:

- 1. **Limit of Liability**. Regardless of the number of **insureds**, claims made or persons injured, our total liability under Coverage E stated in this policy for all damages resulting from any one **occurrence** shall not exceed \$200,000 plus the limit of liability for Coverage E stated in the Declarations. All **bodily injury, personal injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general 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 shall not exceed \$2,000 plus the limit of liability for Coverage F stated in the Declarations.

SECTION I AND SECTION II - CONDITIONS

- 1. **POLICY PERIOD**. is deleted and replaced by the following:

- 1. **POLICY PERIOD**. This policy applies to loss under Section I or **bodily injury, personal injury** or **property damage** under Section II, which occurs during the policy period.

You may continue this policy, subject to our consent, for successive periods by paying required premiums when due.

All other provisions of this policy apply.

