

# Assisted Living Care Coverage – Texas

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## SCHEDULE

Name Of Relative(s)	Residency		Limit Of Liability	
	Name	Location	Coverage C	Coverage E
			\$	\$
			\$	\$
			\$	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## AGREEMENT

We will insure the person named in the Schedule above for the coverages provided under Section I – Property Coverages below and Coverage E – Personal Liability in the policy form, subject to the limits of liability shown in the Schedule.

It is agreed that such person is related to an "insured" by blood, marriage or adoption, is not a member of your household and regularly resides in the "Living Care Facility" named in the Schedule.

It is further agreed that you will represent the person named in the Schedule and will act in all matters pertaining to the provisions of this endorsement. Notice of Loss must be made while the person named in the schedule is living in the facility named in the schedule.

The person named in the schedule above is not a named insured on this policy.

This insurance is excess over any other applicable insurance covering the same loss.

## DEFINITIONS:

"Living Care Facility" means an establishment that provides assisted living services such as dining, therapy, medical supervision, housekeeping and social activities which serves as the residence of the person named in the schedule above. A Living Care Facility is not a hospice, prison or rehabilitation facility.

"Residence Premises" for the purpose of this endorsement, refers to the living care facility where the person named in the schedule above resides.

## SECTION I – PROPERTY COVERAGES

### 1. Coverage C – Personal Property

Regardless of any other endorsement attached to the policy, we cover personal property owned and used by a person named in the Schedule for loss by the following perils unless the loss is excluded in Section I Exclusions.

#### a. Fire Or Lightning

#### b. Windstorm Or Hail

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

#### c. Explosion

#### d. Riot Or Civil Commotion

#### e. Aircraft

This peril includes self-propelled missiles and spacecraft.

#### f. Vehicles

#### g. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

**h. Vandalism Or Malicious Mischief**

This peril does not include loss to property on the "living care facility", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss.

**i. Theft**

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen and the authorities have been notified of the loss.
- b. This peril does not include loss caused by theft:
  - (1) Committed by an "insured"; or
  - (2) That occurs off the "residence premises".

**j. Falling Objects**

This peril does not include loss to property contained in a "living care facility" unless the roof or an outside wall of that facility is first damaged by a falling object. Damage to the falling object itself is not included.

**k. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a "living care facility".

**l. Accidental Discharge Or Overflow Of Water Or Steam**

- 1) This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- 2) This peril does not include loss:
  - (a) To the system or appliance from which the water or steam escaped;
  - (b) Caused by or resulting from freezing;
  - (c) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
- (d) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years.

3) In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

4) Section I – Exclusion A.3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

**m. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

**n. Sudden And Accidental Damage From Artificially Generated Electrical Current**

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

**o. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves or tremors.

**Limit Of Liability**

The Limit Of Liability shown in the Schedule is the most we will pay for any one loss regardless of the number of relatives residing in the same living unit in the "residence premises".

**Special Limits Of Liability**

The following special limits of liability apply only to property described in a. above and are in addition to the Coverage C special limits that apply to the policy to which this endorsement is attached. They do not increase the Coverage C Limit Of Liability shown in the Schedule. The special limit shown for each numbered category is the total limit for each loss for the property in that category.

- 1. \$250 for each hearing aid or other similar audio enhancement device.
- 2. \$100 for each pair of eyeglasses.
- 3. \$100 for all contact lenses.
- 4. \$500 for all false teeth or dentures.
- 5. \$500 for each medi-alert device.

6. \$250 for all walking aids and devices such as walkers or canes.
7. \$500 for each wheelchair.

**Property Not Covered**

1. Property regularly located away from the facility;
2. Property owned by an "insured"; and
3. Property owned by the facility but rented to or used by the person named in the Schedule.

**2. Additional Living Expense**

- a. If a loss covered under this endorsement makes that part of the "residence premises" not fit to live in or results in suspension of facility operations, we will cover the necessary increase in living expenses the person named in the Schedule incurs to maintain their normal standard of living. The amount we will pay for each loss will not exceed a maximum of \$500 per month for no more than 12 consecutive months. This amount is the most that we will pay for any one loss, regardless of the number of relatives residing in the same living unit in the facility named in the Schedule.
- b. If a civil authority prohibits the use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the necessary increase in living expense incurred by the relative for no more than two weeks, up to \$50 per day.

This coverage is additional insurance. The deductible applies to this coverage. We do not cover loss or expense due to cancellation of a lease or agreement.

**SECTION II – LIABILITY COVERAGES**

**Coverage F – Medical Payments To Others** does not apply to this endorsement.

**SECTION II – EXCLUSIONS**

With respect to the coverage provided by this endorsement, the following exclusions are added:

Coverage E does not apply to:

- a. Liability assumed by the "residence premises"; or
- b. "Bodily injury" to a "residence premises" care facility professional or support staff that occurs while such person is on or off duty and attending to the person named in the Schedule.

**GENERAL CONDITIONS**

- A. All Section I and Section II additional coverages, exclusions and conditions of this policy that apply to an "insured" also apply to the person named in the Schedule.
- B. The only coverage under this policy that will apply to each person named in this endorsement is the coverage provided under this Assisted Living Care Coverage Endorsement. No other coverage afforded by this policy will be available.

