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

# SPECIAL PERSONAL PROPERTY COVERAGE Form HO-3 Only

# SECTION I – PROPERTY COVERAGES COVERAGE C – PERSONAL PROPERTY

**Special Limits of Liability** items **e**., **f**., and **g**., are deleted and replaced by the following:

- **e.** \$1,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- **f.** \$2,500 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, goldplated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, platinum or pewter.

# **SECTION I – PERILS INSURED AGAINST**

The Perils Insured Against under Coverages A, B and C are deleted and replaced by the following:

We insure against risk of direct physical loss to property described in Coverages A, B and C.

We do not insure, however, for loss:

- 1. Under Coverages A, B and C:
  - a. Excluded under SECTION I EXCLUSIONS:
  - b. Involving collapse or danger of collapse, except as provided in Additional Coverage 9.
    Collapse under Section I Property Coverages; or
  - c. 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 does not apply if 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;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply. For purposes of this provision 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;

- (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) Footing, foundation, bulkhead, wall. Or any other structure or device that supports all or part of a building, or other structure;
  - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (d) 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) Constant or repeated seepage or leakage of water or steam. Or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more; or
- (5) Any of the following:
  - (a) Wear and tear, marring, deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice. Or any quality in property that causes it to damage or destroy itself;
  - (c) Smog, rust or other corrosion;
  - **(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.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant. This includes smoke, vapor, soot, fumes, acids, alkalis,

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- 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".

### Exception To c.(5)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A, B or C resulting from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

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

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Under items **1. b. and c.**, any ensuing loss to property described in Coverages A, B and C not excluded by any other provision in this policy is covered.

2. Under Coverages A and B:

Caused by vandalism or malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. Vacant means substantially empty of personal property necessary to sustain normal occupancy. A dwelling being constructed is not considered vacant.

- **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;
- (2) Windstorm, hail;
- (3) Smoke, other than smoke from agricultural smudging or industrial operations;
- (4) Explosion, volcanic eruption;
- (5) Riot, civil commotion;
- (6) Aircraft, vehicles;
- (7) Vandalism and malicious mischief;
- (8) Collapse of a building or any part of a building;
- (9) Water not otherwise excluded;
- (10) Theft or attempted theft; or
- (11) 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. 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; or
- **f.** Error in computer programming or instructions to any computer.

#### **SECTION I – EXCLUSIONS**

A.3. Water Damage. The following paragraphs are added:

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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.

Paragraph **B.** is deleted and replaced by the following:

- B. We do not insure for loss caused by any of the following. However, any ensuing loss not excluded by any other provision in this policy is covered.
  - Weather conditions. However, this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in A. above to produce the loss.

- **2.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- **3.** Faulty, inadequate or defective:
  - **a.** Planning, zoning, development, surveying, siting;
  - **b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - **c.** Materials used in repair, construction, renovation or remodeling; or
  - d. Maintenance;

of part or all of any property whether on or off the "residence premises".

All other provisions of this policy apply.

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