

Safety Indemnity Insurance Company

SAFETY SUPREME PLUS ENDORSEMENT

SSP 019 01 12

For an additional premium, we will provide the following:

SECTION I - PROPERTY COVERAGES

Coverage A - Dwelling

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 building insured under Coverage A which increase the replacement cost of the building by 5% or more;

the provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged building.

B. If there is a loss to the building insured under Coverage A that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:

1. We will increase the Coverage A limit of liability to equal the current replacement cost of the dwelling building.

2. Section I Condition 3. Loss Settlement Paragraph b. is deleted from the policy forms and Paragraph b. (1). is deleted from Endorsement **SP 01 20**, Safety Special Provisions - Massachusetts, and replaced by Paragraphs b., c. and d. as follows:

- b. The building insured under Coverage A at replacement cost without deduction for depreciation. We will pay replacement cost if the damaged building is repaired or replaced by you on the "residence premises" or some other location within the Commonwealth of Massachusetts within a reasonable time but not more than two years from the date of loss.

We will pay no more than the smallest of the following amounts:

1. The replacement cost of that part of the building damaged with material of like kind and quality and for like use;
2. The necessary amount actually spent to repair or replace the damaged building; or
3. The limit of liability under this policy that applies to the building, plus any additional amount provided by this endorsement.

If the building is rebuilt at a new premises, the cost described in 1. above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- c. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- d. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to the building on an actual cash value basis. You may then make claim for any additional liability on a replacement cost basis, provided you notify us of your intent to do so within 180 days after the date of loss.

Coverage C - Personal Property

Covered losses to the following property are settled at replacement cost at the time of loss:

- a. Coverage C - Personal Property;

Homeowners

- b. If covered in this policy, awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or 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 pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

1. Property Not Eligible

Property listed below is not eligible for replacement cost 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.

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

2. Replacement Cost

The following loss settlement procedure applies to all property insured under this endorsement:

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair at the time of loss;
 - (3) The limit of liability that applies to Coverage C, if applicable;
 - (4) Any applicable special limits of liability stated in this policy; or
 - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.
- b. When the replacement cost for the entire loss under this endorsement is more than \$500, we will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is complete.
- c. You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this endorsement.

Coverage C is increased to 70% of the Coverage A amount shown on your policy or of the increased Coverage A amount if Section A above is activated by a loss.

Increased Special Limits of Liability - Coverage C

The following Special Limits of Liability under Coverage C - Personal Property have been replaced as follows:

1. \$500 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$3,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit 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.

3. \$3,000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$3,000 on trailers not used with watercraft.
5. \$3,000 for loss by theft, misplacing, or losing of jewelry, watches, furs, precious and semi-precious stones.
6. \$3,000 for loss by theft, misplacing, or losing of firearms.
7. \$5,000 for loss by theft, misplacing, or losing of silverware, silver-plated ware, goldware, gold-plated ware, and pewterware. This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold or pewter.
8. \$5,000 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.
9. \$500 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 electronic apparatus as described in Special Limits of Liability 10. and 11. below.
10. \$2,000 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: accessories, antennas, tapes, wires, records, discs, or other media for use with any electronic apparatus described in this item 10.
11. \$2,000 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: accessories, antennas, tapes, wires, records, discs or other media for use with any electronic apparatus described in this item 11.

12. \$10,000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones and silverware, goldware, silverplated, gold-plated, and pewterware while on the premises of any bank, trust company, safe deposit company or cold storage warehouse in which the property has been placed for safekeeping.

SECTION I - ADDITIONAL COVERAGES

The following coverages are amended:

1. Debris Removal. Coverage is amended by removing the requirement that the tree(s) must damage a covered structure.
4. Fire Department Service Charge. The limit of liability is increased to \$1,000.
6. Credit Cards, Fund Transfer Card, Forgery and Counterfeit Money. The limit of liability is increased to \$10,000.
11. Ordinance or Law. The 10% limit of additional coverage provided under Endorsement **SP 01 20**, Safety Special Provisions - Massachusetts, is increased to 100%.

The following coverages are added:

13. Lock Replacement Coverage. We will pay up to \$500 for locks or cylinders which are replaced as a direct result of stolen keys. We and the police must be promptly notified of the theft. The locks must be replaced within 72 hours after the keys are stolen. Keys are those to buildings and structures at the "residence premises." We do not cover locks used with any vehicle, watercraft, or aircraft. Keys given to a custodian are not considered stolen. We will pay the amount spent to repair or replace the locks or cylinders with ones of like kind and quality.

This coverage is additional insurance. No deductible applies to this coverage.

14. Refrigerated Products Coverage. We will pay up to \$1,000 toward losses to the contents of deep freeze or refrigerator units provided that the loss occurs on the "residence premises"; is caused by power interruption or mechanical failure; and is not under the control of the "insured."

When you know about a loss to which this coverage may apply, you must use all reasonable means to protect the refrigerated products from further damage. If you do not, this coverage will not apply to the loss.

The policy deductible applies to this coverage.

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

16. Water Back Up and Sump Overflow. Coverage is provided up to \$5,000 as follows:

- (1) For direct physical loss, not caused by the negligence of any "insured," to property covered under Section I caused by:

- (a) Water which backs up through sewers or drains; or
- (b) Water which overflows from a sump even if such overflow results from the mechanical breakdown of the sump pump. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown. If the cause of the mechanical breakdown of the sump pump is due to an **off premise** power interruption, coverage will be provided only if the policyholder can verify that at the time of the loss the sump pump had a dedicated back up power, such as a battery and/or generator system in place and functioning properly at the time of the loss.

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

- (2) Section I - Perils Insured Against

In Form **HO 00 03**, paragraph **2.e.(2)** under Coverage A - Dwelling and Coverage B - Other Structures is deleted, with respect to coverage for loss caused by overflow of sumps, and replaced by the following:

- (2) Inherent vice, latent defect;

In Form **HO 00 15**, this is subparagraph **1.b.(4)(b)**; in **HO 17 32**, this is subparagraph **2.e.(2)**.

- (3) Section I - Exclusions

3. Water Damage is deleted and replaced by the following:

3. Water Damage, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire or explosion resulting from water damage is covered.

(In Form **HO 00 03**, this is item **1.c.**)

The policy deductible applies to this coverage.

17. In providing this enhancement endorsement, we are also providing additional coverage under Special Personal Property Coverage form HO 00 15. This endorsement broadens the perils insured against in Coverage C.

18. In providing this enhancement endorsement, we are also providing additional coverage under Safety Service Line Coverage form SSL 021.

SECTION II - LIABILITY COVERAGES

Increased Section II Coverage

The limit of liability for Coverage E - Personal Liability shown on the Declarations Page is increased by \$100,000.

The limit of liability for Coverage F - Medical Payments to Others shown on the Declarations Page is increased by \$1,000.

Coverage E - Personal Liability

Under Coverage E - Personal Liability, the definition of "bodily injury" is amended to include personal injury.

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

1. False arrest, detention or imprisonment, or malicious prosecution;
2. Libel, slander or defamation of character; or
3. Invasion of privacy, wrongful eviction or wrongful entry.

Section II - Exclusions do not apply to "personal injury." "Personal injury" insurance does not apply to:

1. 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;
2. Injury caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an "insured";
3. Injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by the "insured";
4. 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";
5. Civic or public activities performed for pay by an "insured"; or
6. Injury to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

SECTION II - EXCLUSIONS

g. Outboard Motor Extension of Coverage

Under Section II - Exclusions, the description of watercraft to which the exclusion does not apply is deleted and replaced by the following:

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "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 an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 50 total 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 an "insured";
 - (e) Outboard engines or motors of more than 50 total horsepower owned by an "insured" if:
 - (i) You acquire them prior to the policy period; and
 - (a) You declare them at policy inception; or
 - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
 - (ii) You acquire them during 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 an "insured";
- (3) That are stored.

SECTION II - ADDITIONAL COVERAGES

The following coverages are amended:

- 1. Claim Expenses. Under c. the amount of expenses we will pay is increased to \$100 per day.
- 3. Damage to Property of Others. The limit of liability per "occurrence" is increased to \$1,000.

The following coverage is added:

- 5. Part-Time "Business" Pursuits of an "Insured" Under 18 years of Age.

Section II also applies to part-time "business" pursuits of an "insured" who is under the age of 18.

This insurance does not apply in three instances:

- a. It does not apply to liability as a result of a "business" owned by or controlled by an "insured" or by a partnership or joint venture of which an "insured" is a partner or member.
- b. It does not apply to liability as a result of rendering or failure to render professional services of any nature (other than teaching).
- c. It does not apply to "bodily injury" to a fellow employee of the "insured" injured in the course of work.

All other provisions of this policy apply.