

TRANSITION ENDORSEMENT - ELITE HOME SEGMENT

This endorsement modifies the various provisions of **your** policy as indicated here.

If **we** make payment for a loss which is also covered under another Segment of this policy there will be no coverage under this Segment.

I. DEFINITIONS

The following definition is added with respect to **Liability Coverage Home**.

17. Volunteer means an unpaid:

- a. Member or Leader;
- b. Coach, manager, trainer or teacher;
- c. Director, officer, board member or trustee; or
- d. Staff member;

of a non-profit corporation or association.

A **covered person** will not be considered paid if:

- a. Reimbursed only for direct out of pocket expenses for food, travel, uniforms, or similar costs incurred in; or
- b. Paid a nominal stipend for;

the fulfillment of their duties in the non-profit corporation or association. A **volunteer** also means an administrator or executor of a deceased person's estate.

Volunteer does not mean a **covered person** engaged in any activity that involves the **covered person's** business, or that requires the **covered person** to provide professional services.

II. PROPERTY COVERAGE HOME

TANGIBLE PERSONAL PROPERTY - PROPERTY NOT COVERED is amended as follows:

The following item is added:

8. Motorized golf carts while away from an **insured location** for other than:

- a. Golfing purposes; or
- b. Storage at a golf course.

However, this restriction does not apply to a golf cart in transit in, on, or being towed by another motorized land vehicle in the course of being moved from one location to another.

ADDITIONAL PROPERTY COVERAGES is amended as follows:

A. Items **8., 9., 13.,** and **18.** are deleted and replaced by the following:

8. Mortgage Extra Expense Coverage.

If a **total loss** occurs to the **residence premises** from a covered loss, **we** agree to reimburse **you** for the increased **monthly mortgage expenses**.

In addition, **we** will pay mortgage **acquisition costs** and legal fees incurred from the construction of a replacement dwelling at the same location.

Your limit for this coverage is \$20,000. No more than \$250 per month of this limit will be available for the **monthly mortgage expenses**.

We will pay **you** on a semi-annual basis for up to a total of four years or until **you** no longer occupy the replacement premises, whichever comes first.

Coverage is limited to the extra expense of **your** first mortgage on the **residence premises**.

9. Data Records Coverage.

We cover personal data stored in a personal home computer that is located on **your residence premises**. **We** will pay up to \$5,000 for any covered loss, to

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Required Coverages and Amendments

recreate data which **you** have created, if not covered by any other provision of this policy. **We** also cover loss caused by magnetic injury, external power failure or external power surge.

13. Trees And Shrubs

We will pay up to 10% of the covered amount of property on which the loss occurs for loss to **your** lawn, trees, plants or shrubs, on **your residence premises**.

We cover loss caused by:

- a. Fire or lightning;
- b. Explosion;
- c. Riot or civil commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of **your residence premises**;
- f. Vandalism or malicious mischief; or
- g. **Theft**.

No more than \$1,000 of this limit will be available for any one tree, shrub or plant.

Property grown for sale of **business** purposes is not covered.

18. Refrigerated Products Coverage.

We will pay up to \$1000 for loss to the contents of deep freeze or refrigerator units on **your residence premises** caused by power interruption or mechanical failure.

The deductible shown in the Coverage Summary applies to this coverage but only one deductible amount shall be applied to each **occurrence**.

Property Coverage Losses We Do Not Cover, exclusion 1.k. does not apply to this coverage.

- B. The following items are added:

24. Police Department Service Charge.

We will pay up to \$50 per occurrence, subject to a maximum of \$250 per policy period, for police department charges incurred when the police department is called due to the accidental activation of a burglary alarm system. The deductible does not apply.

25. Witness Expense Reimbursement.

We will pay **your** reasonable expenses and any lost wages **you** incur as a result of **your** appearance at a trial as a prosecution witness. This must result from a person being charged with committing an illegal act related to a covered **REAL PROPERTY** or **TANGIBLE PERSONAL PROPERTY** loss.

Reimbursement is subject to \$25 a day for reasonable expenses and \$50 a day for lost wages up to a maximum of \$300. The deductible does not apply.

LOSSES WE DO NOT COVER is amended as follows:

- A. Exclusions 1.d.(2) and 1.h. are deleted and replaced by the following:
- 1.d.(2) Inherent vice, latent defect, electrical or mechanical breakdown or failure;
- However, **we** do cover loss to **your** personal home computer caused by external power failure or external power surge.
- 1.h. Involving intentional acts or omissions of or at the direction of one or more **covered persons**, if the loss that occurs:
 - (1) May reasonably be expected to result from such acts; or
 - (2) Is the intended result of such acts.
- B. The following exclusion, 1.m., is added:
- 1.m. Resulting from criminal acts or omissions of or at the direction of one or more **covered persons**. This exclusion applies even if:

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Required Coverages and Amendments



- (1) Such **covered person** lacks the mental capacity to govern his or her conduct; or
- (2) Such **covered person** is not actually charged with or convicted of a crime.

HOW WE SETTLE PROPERTY CLAIMS AND WHAT YOU MUST DO is amended as follows:

The following item is added:

10. Cost of Preparing Proof of Loss.

We will pay up to \$2,000 for the reasonable expenses incurred by **you** or any **covered person**, for any outside services necessary to prepare proof of **your** loss or other exhibits required by this policy. This includes:

- a. building repair estimates;
- b. accounting services;
- c. appraisals; or
- d. other necessary services performed for **you** or any **covered person**, by others.

However, **we** will not pay for any legal services or the services of a public adjuster.

III. LIABILITY COVERAGE HOME

ADDITIONAL LIABILITY COVERAGES is amended as follows:

The following item is added:

6. Volunteer Wrongful Acts Coverage.

We pay amounts that a **covered person** becomes legally liable to pay because of civil claims made against **you** or a **covered person**, for any actual or alleged wrongful act.

A **covered person** for **Volunteer Wrongful Acts Coverage** is:

- a. **You**; or
- b. Any **family member**.

A **wrongful act** is any actual or alleged:

- a. Error;

- b. Misstatement;
- c. Action(s) or inaction(s);
- d. Neglect; or
- e. Breach of duty;

committed by a **covered person** in that person's capacity as a volunteer.

Your Limit of liability for **Volunteer Wrongful Acts Coverage** is \$10,000. This is the most **we** will pay for all losses arising out of a single **wrongful act**, regardless of the number of **covered persons** or policy periods. A series of interrelated **wrongful acts** is considered a single **wrongful act**.

Our payment is excess over any other collectible insurance.

This coverage does not apply to liability for any of the following:

- a. **Bodily injury, property damage or personal injury**;
- b. Other than money damages;
- c. Fines or penalties imposed by law or matters deemed uninsurable by the law;
- d. Arising out of a **covered person's** failure or inaction in obtaining or maintaining insurance, including any error or inaction as to the amount, form or provisions of the insurance;
- e. Arising out of a **covered person's** dishonesty. However, **we** will protect the **covered person** for alleged dishonesty until:
 - (1) A judgment establishes the **covered person's** actual or intentional dishonesty; or
 - (2) The expenses **we** incur in defending the claim exceed \$10,000;whichever occurs first.
- f. Based upon or attributable to a **covered person's** gain of any personal profit or advantage which the **covered person** was not legally entitled to receive;

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Required Coverages and Amendments

- g. Return of any payments given a **covered person** without the previous approval of the Board of Directors of the corporation or association. Without this approval, these payments will be considered to have been illegal;
- h. An accounting of profits made from the purchase or sale of securities under any federal or state laws;
- i. A **covered person's** failure to register securities as required by any federal or state laws;
- j. Arising out of or in any way related to discrimination in violation of any statute, ordinance or law prohibiting such discrimination;
- k. Arising out of any:
 - (1) Nuclear reaction;
 - (2) Radiation or radioactive contamination; or
 - (3) Any consequence of these; or
- l. Arising out of any actual or alleged **wrongful act** committed by a **covered person** in the capacity as an elected or appointed public official or member of a governmental body.

If a claim or suit is brought against **you** or any **covered person** alleging a **wrongful act we** will provide defense costs for the counsel of **our** choice, even if the suit is groundless, false or fraudulent. **We** may investigate and settle any claim or suit that **we** decide is appropriate. The claim must be covered under this **Volunteer Wrongful Acts Coverage**. If **we** defend a claim or suit for a **wrongful act**, **we** will pay, in addition to **your** Wrongful Acts Limit of Liability, the expenses **we** incur in defending a claim or suit. **Our** duty to settle or defend ends when the expenses **we** incur exceed \$10,000. In addition to these expenses **we** will pay:

- a. Premiums on appeal bonds and bonds to release attachments in any suit **we**

defend; **we** have no obligation to secure or provide bonds;

- b. Up to \$100 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request;
- c. Other reasonable expenses (other than loss of earnings) incurred at **our** request;
- d. Expenses incurred by **us** and costs taxed against any **covered person** in any suit **we** defend; and
- e. Interest accruing after a judgment is entered and before the loss is paid in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage.

We are not obligated to defend suits brought against a **covered person** in any country where **we** are prevented from defending because of laws or other reasons. However, **we** will pay any expense incurred with **our** written consent for the **covered person's** defense.

Our obligation to pay the above costs ends when **our** limit of liability for Volunteer Wrongful Acts Coverage has been exhausted.

ADDITIONAL LIABILITY COVERAGES, 5. Other Payments We Make, does not apply to a claim or suit under **your** Volunteer Wrongful Acts Coverage.

LOSSES WE DO NOT COVER is amended as follows:

- A. Exclusions 1.d.(2), 1.d.(3), 1.d.(5) and 1.h. are deleted and replaced by the following:
 - 1.d.(2) Watercraft powered by one or more outboard motors of 50 horsepower or less, which are owned by a **covered person**;
 - 1.d.(3) Watercraft powered by inboard or inboard-outboard motor power of 50 horsepower or less, which are owned by a **covered person**;

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Required Coverages and Amendments



1.d.(5) Watercraft that **you** or any **family member** do not own, as long as they are not furnished or available for the regular use of **you** or any **covered person**, regardless of the horsepower;

1.h. Intended by, or which may reasonably be expected to result from the intentional acts or omissions of one or more **covered persons**. This exclusion applies even if:

- (1) Such **covered person** lacks the mental capacity to govern his or her conduct;
- (2) Such **bodily injury** or **property damage** is of a different kind or degree than that intended or reasonably expected; or
- (3) Such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.

B. The following exclusions, 1.o. and 1.p., are added:

1.o. Arising out of sexual molestation, corporal punishment or physical or mental abuse. However, **we** will cover **your** liability for corporal punishment to any pupil if coverage for corporal punishment is shown on the Coverage Summary.

1.p. Resulting from criminal acts or omissions of or at the direction of one or more **covered persons**. This exclusion applies even if:

- (1) Such **covered person** lacks the mental capacity to govern his or her conduct; or
- (2) Such **covered person** is not actually charged with or convicted of a crime.

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