

## HOMEOWNERS 3 –SPECIAL FORM AMENDATORY ENDORSEMENT

(For use with Form HO 00 03 10 00)

### DEDUCTIBLE

This section is modified to read as follows:

#### DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under Section I that exceeds the deductible amount shown in the Declarations.

This deductible applies separately to each loss.

### SECTION II - CONDITIONS

#### B. Severability of Insurance

The entire paragraph of **B. Severability of Insurance** is deleted. B is intentionally left blank. The next letter is **C. Duties after “Occurrence”**.

### SECTION I - PROPERTY COVERAGES

#### E. Additional Coverages

The following is added as No. 16 after **“15. Arson Award”**:

##### 16. Flood Emergency Assistance

We will pay up to \$3,000 of reasonable and necessary additional living expenses actually incurred by you within four weeks of a loss that is excluded by Section I Exclusions, A.3 “Water” Damage if the “residence premises” is uninhabitable during that period and the additional living expense is a result of such excluded loss.

No deductible applies to this coverage.

OTHER THAN AS PROVIDED BY ADDITIONAL COVERAGE 16, THIS POLICY DOES NOT PROVIDE FLOOD INSURANCE.

### SECTION I - EXCLUSIONS

#### A.2 Earth Movement

The following paragraphs replace the entirety of A.2 Earth Movement, including its subparts:

Earth Movement, meaning loss of any kind due in whole or in part to any movement of the earth or soil, whether on or off the residence premises and whether combined with water or not, including but not limited to:

- (1) earthquake, including land shock waves or tremors of the earth;
  - (2) landslide, mudslide or mudflow;
  - (3) subsidence or sinkhole;
  - (4) volcanic activity, including lava flow and land shock waves or tremors before, during or after a volcanic eruption; or
  - (5) any other earth movement including earth sinking, rising or shifting;
- caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This exclusion A.2 does not apply to loss by theft.

#### A.3. “Water” Damage

A.3 “Water” Damage is replaced with the following:

“Water” Damage means:

- a. flood, surface “water”, waves, tidal “water”, overflow, release or escape of a body of “water” or from a “water” or flood control device, or spray from any of these, whether or not driven by wind;
  - b. “water” or “water”-borne material, liquid or semi liquid, which backs up through sewers or drains, or which overflows, or is discharged from a sump, sump pump or related equipment; or
  - c. “water” or “water”-borne material, liquid or semi liquid below the surface of the ground whether occurring naturally or artificially, including “water” which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, spa, hot tub or other structure;
- caused by or resulting from intentional or unintentional human or animal forces or any act of nature.

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

## **SECTION I - CONDITIONS**

### **S. "Adjustments to Coverage Limits"**

This section is modified to read as follows:

#### **S. Adjustments to Coverage Limits**

The limits of liability for Coverages **A**, **B**, **C** and **D** of this policy, as stated in the Declarations, represent our maximum limit of liability, except that adjustments may be made upon each renewal date of this policy. The maximum limit of liability for Coverage **A** may be adjusted upon renewal of this policy to an amount we estimate to be 100% of the replacement cost of the dwelling. However, we will not lower the Coverage **A** limit without your consent. The maximum limit of liability for Coverages **B**, **C** and **D** will be adjusted upon each renewal date in the same proportion as the adjustment to Coverage **A**.

The adjusted limits of liability for Coverages **A**, **B**, **C** and **D** will be shown in the Declarations and rounded to the next highest \$100.

You are responsible to make sure your policy limits are sufficient to replace your property. At your request, we will assist you in estimating the replacement cost of your dwelling. We have the right, with advance notice to you, to inspect your property as often as we deem necessary to confirm structural replacement cost and/or condition.