

Safety Insurance Company

SAFETY CONDOMINIUM UNIT-OWNERS ENHANCEMENT ENDORSEMENT SCU 008 10 08

For an additional premium, we will provide the following:

SECTION I - PROPERTY COVERAGE

Perils Insured Against - Coverage A

Section I - Perils Insured Against applying to Coverage A is amended as follows:

We insure against risk of direct loss to property described in Coverage A, only if that loss is a physical loss to property.

We do not insure, however, for loss:

1. Involving collapse, other than as provided in Additional Coverages - Collapse;
2. Caused by:
 - a. 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 applies only while the unit is vacant, unoccupied or being constructed, unless you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain the system and appliances of water;
 - b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio or swimming pool;
 - (2) Foundation, retaining wall or bulkhead; or
 - (3) Pier, wharf or dock.
 - c. Theft in or to a unit under construction, or of materials and supplies for use in the construction until the unit is finished and occupied;
 - d. Vandalism and malicious mischief if the unit has been vacant for more than 30 consecutive days immediately before the loss. A unit being constructed is not considered vacant;
 - e. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Inherent vice, latent defect, mechanical breakdown;
 - (3) Smog, rust or corrosion;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) 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 under Coverage C of this policy.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents or insects; or
- (8) Animals owned or kept by an "insured."

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

3. Excluded under **Section I – Exclusions.**

Under items **1.** and **2.**, any ensuing loss to property described in Coverage A not excluded or excepted in this policy is covered.

The following exclusions are added to **Section I – Exclusions:**

We do not insure for loss to property described in Coverage A caused by any of the following. However, any ensuing loss to property described in Coverage A not excluded or excepted in this policy is covered.

- a. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **Section I - Exclusions**, other than exclusions **b.** and **c.** below, to produce the loss;
- b. Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
- c. Faulty, inadequate or defective:**
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;of part or all of any property whether on or off the "residence premises."

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. \$2,000 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. \$2,000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
- 4. \$2,000 on trailers not used with watercraft.
- 5. \$2,000 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones.
- 7. \$3,500 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.

The following is added to **Special Limits of Liability - Coverage C:**

12. \$5,000 for loss of jewelry, watches, furs, precious and semi-precious stones and silverware, goldware, silver-plated, gold-plated and pewterware while on 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 additional 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 Card, Fund Transfer Card, Forgery and Counterfeit Money. The limit of liability is increased to \$2,500.
7. Loss Assessment. The limit of liability is increased to \$50,000.

The following special limit is added to Loss Assessment. We will not pay more than \$2,500 of your assessment per unit that results from a deductible in the master insurance policy purchased by your condominium association.

The following additional coverages are added:

12. 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.

13. Refrigerated Products Coverage. We will pay up to \$500 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. This coverage is additional insurance. No deductible applies to this coverage.

14. 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."

15. Water Back Up and Sump Overflow. Coverage is provided up to \$2,000 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 and 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.

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

- (2) Special Deductible

The following deductible provision replaces any other deductible provision in the policy with

respect to loss for this coverage.

We will pay only that part of the loss which exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D - Loss of Use.

(3) Section I - Exclusions

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

- 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.

16. Waterbed Damage

Under **Section I** - exclusion **3.c.**, this exclusion does not apply to property damage arising out of an "insured's" ownership or use of a waterbed on the residence premises. We will pay under Coverages A and C for damage caused by a sudden and accidental discharge of water from a waterbed. This coverage does not include loss to the waterbed from which the water escaped.

- 17.** In providing this enhancement endorsement, we are also providing additional coverage under Unit-Owners Coverage C - Special Coverage form HO 17 31. This endorsement broadens the perils insured against in Coverage C.

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 does 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 within 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

SECTION II - EXCLUSIONS

Outboard Motor Extension of Coverage

Under Coverage E - Exclusions, **1.g.**, 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 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 engine(s) or motor(s) with more than 50 total horsepower if that 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.

This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
 - (a) Less than 26 feet in overall length; or
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured;" or
- (3) That are stored.

SECTION II - ADDITIONAL COVERAGES

The following additional 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 is increased to \$1,000.
4. Loss Assessment. The limit of liability is increased to \$50,000.

All other provisions of this policy remain the same and apply.