COVERAGE C - PERSONAL PROPERTY

Personal Property Covered

We cover personal property owned or used by you while it is anywhere in the world.

After a loss and at your option, this coverage may be extended to include personal property owned by:

- 1. others while on that portion of the residence premises occupied by you; or
- 2. a guest or residence employee, while the property is in a residence occupied by you.

If a covered loss occurs at the **residence premises**, **we** will pay up to the limit of liability for personal property for the location shown in the Declarations where the personal property is damaged, destroyed or stolen.

If a covered loss occurs away from **your** residence, **we** will pay up to the limit of liability shown in the Declarations for the selected single location from which the payment is to be made.

If a covered loss occurs at **your** residence not covered by this insurance or another policy for personal property issued to **you** by Metropolitan Property and Casualty Insurance Company or any of its affiliates, **we** will pay up to 10% of the Blanket Property Limit shown in the Declarations for the selected single location that provides the greatest coverage from which the payment is to be made. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days immediately after **you** begin to move **your** property there.

We will select a **residence premises** for personal property from which the payment is to be made for covered loss based upon the most favorable combination of the following:

- 1. our limit of liability and deductible;
- 2. the basis of loss settlement under SECTION I HOW WE SETTLE A PROPERTY LOSS; and
- 3. the perils covered under SECTION I LOSSES WE COVER.

Regardless of the number of policies or insured locations providing **you** with personal property coverage, payment will be made based only on this selected location.

Special Limitations on Certain Property

We will not pay more than the following amount for each category in any one loss. These limitations do not increase the amount of insurance under COVERAGE C - PERSONAL PROPERTY.

- 1. **Money.** \$1000 for coins and currency at face value, bullion, bank notes, medals and scrip. It also includes stored value cards for which there exists no traceable connection to **you** or for which no account is established in **your** name.
 - If Increased Coverage on Money is shown in the Declarations, then the \$1000 limit is increased to the amount shown.
- 2. **Securities.** \$5000 for securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, stamps at face value, and tickets.
- 3. **Manuscripts.** \$5000 for manuscripts, including the cost to research, replace or restore the information from the lost or damaged material.
- 4. **Jewelry.** \$5000 for each of the following for loss by theft, misplacing or losing: jewelry, including loose precious and semi-precious stones; watches; and furs.
- 5. **Watercraft.** \$1500 for watercraft, of all types, including their trailers, furnishings, equipment and outboard motors.
- 6. Trailers. \$2000 for trailers not used with watercraft.
- 7. **Business Property.** \$2500 for any property on the **residence premises** used or intended for use in a **business**. \$500 for any property away from the **residence premises** used or intended for use in a **business**. This includes merchandise held as samples or for sale or delivery after a sale. This does not include any **computer** and the **peripheral device**, **media** or **purchased software** used with it.

If Increased Coverage on Business Property is shown in the Declarations, then the \$2500 limit for property on

- the **residence premises** is increased to the amount shown and the limit of liability for loss away from the **residence premises** will be 20% of the amount shown.
- 8. **Computers.** \$5000 for **business computers** and the **peripheral device(s)**, **media** and **purchased software** used with them. The **media** will be covered only up to its retail value, if pre-programmed, or the retail value of the **media** in blank or unexposed form, if blank or self-programmed.
- 9. Firearms. \$5000 for loss by theft, misplacing or losing of firearms and related equipment.
- 10. **Silverware and Goldware.** \$10,000 for loss by theft, misplacing or losing of silverware and goldware. If Increased Coverage on Silverware and Goldware is shown in the Declarations, then the \$10,000 limit is increased to the amount shown.
- 11. **Coin, Currency and Stamp Collections.** \$5000 for numismatic and philatelic property for which the age, history, scarcity and condition contribute substantially to their value. Numismatic property includes coins and paper currency. Philatelic property includes postage stamps, postmarks, post cards and stamped envelopes.
- 12. **Memorabilia.** \$10,000 for memorabilia, souvenirs, and collectors items such as trading cards, comic books, autographed merchandise and similar articles for which the age, history, scarcity and condition contribute substantially to their value.
 - If Increased Coverage on Memorabilia is shown in the Declarations, then the \$10,000 limit is increased to the amount shown.
- 13. Does Not Apply.
- 14. **Compact Discs.** \$1000 for loss by theft of tapes, wires or discs while in or upon a motorized land vehicle. This limit includes loss by misplacing or losing when Comprehensive Perils is shown in the Declarations.

Personal Property Not Covered

- 1. **We** do not cover articles separately described and specifically insured, regardless of the limit for which they are insured, by this or any other policy.
- 2. We do not cover animals, birds or fish.
- 3. **We** do not cover any motorized land vehicles and parts. **We** do not cover such property whether owned or operated by, or rented or loaned to **you.** This includes:
 - A. their equipment and accessories; or
 - B. electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motorized land vehicles. Electronic apparatus includes accessories or antennas for use with any electronic apparatus.

The exclusion of property described in items 3.A. and 3.B. above applies only while the property is in or upon the vehicle.

However, **we** cover unlicensed motorized land vehicles, not subject to registration, which are used solely to service and maintain residential property or designed for assisting the handicapped.

- 4. **We** do not cover aircraft and parts. Aircraft including self-propelled missiles and spacecraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.
- 5. We do not cover property of roomers and boarders not related to you.
- 6. We do not cover property of tenants, whether related to you or not.
- 7. **We** do not cover property regularly rented or held for rental to others when on the **residence premises** except as granted under **SECTION I ADDITIONAL COVERAGES** for **Landlord's Furnishings**.
- 8. We do not cover property rented or held for rental to others when not on the residence premises;
- We do not cover business and personal data and records including such data stored in books of account, abstracts, drawings, card index systems and other records. This exclusion does not apply to property covered under SECTION I - ADDITIONAL COVERAGES for Data and Records.
- 10. **We** do not cover **media** for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market.
- 11. We do not cover credit cards, electronic fund transfer cards or access devices except as granted under SECTION I ADDITIONAL COVERAGES for Credit Card Protection.

SECTION I - ADDITIONAL COVERAGES

The deductible will not apply to Section I - Additional Coverages, except where specified in the Additional Coverage.

- 1. Loss of Use. The limit of liability for Loss of Use is the total limit for the coverages in A. and B. below.
 - A. Additional Living Expense / Fair Rental Value. This applies upon loss to covered property resulting from a covered cause of loss. However, this does not apply for damages resulting from fungus and

mold. When a covered property loss makes that part of the **residence premises** where **you** reside not fit to live in, **we** will pay, at **your** choice, <u>either</u> of the following. However, if the **residence premises** is not **your** principal place of residence, **we** will not provide the option under paragraph 2. below.

- Additional Living Expense. We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living. Our liability will not exceed the smallest of:
 - a. payment for the shortest time to either repair or replace the **residence premises.** This period of time is not limited by the expiration of this policy;
 - b. payment for the shortest time for **your** household to settle elsewhere, if **you** permanently relocate. This period of time is not limited by the expiration of this policy; or
 - c. the limit of liability for Loss of Use as specified in the policy Declarations for up to two years.
- 2. **Fair Rental Value.** We will pay the fair rental value of that part of the **residence premises** where **you** reside less any expenses that do not continue while the premises is not fit to live in. **Our** liability will not exceed the smallest of:
 - a. payment for the shortest time to either repair or replace the **residence premises.** This period of time is not limited by the expiration of this policy;
 - b. payment for the shortest time for **your** household to settle elsewhere, if **you** permanently relocate. This period of time is not limited by the expiration of this policy; or
 - c. the limit of liability for Loss of Use as specified in the policy Declarations for up to two years.
- B. Loss of Rental Income. This applies upon loss to covered property resulting from a covered cause of loss. However, this does not apply for damages resulting from fungus and mold. We will pay your loss of rental income resulting from a covered property loss less charges and expenses which do not continue, while the part of the residence premises you rent to others, or hold for rental, is uninhabitable. Payment will be for the shortest time required to repair or replace the rented part. Payment for the shortest time required will not exceed twelve months. This period of time is not limited by the expiration of this policy. We do not cover the loss or expense due to cancellation of a lease or agreement.
- C. Prohibited Use. We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living and the loss of fair rental income when access to the residence premises is denied by civil authorities because of a loss to a neighboring premises caused by a peril we insure against. Payment is for a period of time not to exceed forty-five days. The period of time is not limited by expiration of this policy.

2. Debris Removal

- A. **We** will pay reasonable expenses **you** incur to remove:
 - 1. debris of covered property resulting from a cause of loss we cover for the damaged property; or
 - 2. ash, dust or particulate matter from a volcanic action that has caused direct loss to a building or covered personal property in a building.

This expense is included within **our** limit of liability that applies for the covered property. If the amount payable for the actual damage to the property plus the debris removal expense is more than **our** limit of liability for the covered property, **we** will pay up to an additional 10% of that limit for debris removal.

- B. **We** will also pay up to \$500 for any one loss for the reasonable expenses **you** incur for the removal from **your residence premises** of:
 - 1. your tree(s) felled by windstorm, hail or the weight of ice, snow or sleet; or
 - your neighbor's tree(s) felled by a loss caused by SECTION I BROAD NAMED PERILS provided the tree:
 - a. caused damage to property covered under COVERAGE A DWELLING or COVERAGE B -PRIVATE STRUCTURES;
 - b. blocks a driveway on the **residence premises** which prevents a motor vehicle from entering or leaving the **residence premises**; or
 - c. blocks a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling.
- 3. Reasonable Repairs. We will pay the reasonable expenses you incur for necessary immediate and

temporary repairs to protect covered property from further loss following a loss **we** cover. This coverage does not increase the limit of liability applying to the property being repaired.

- 4. **Fire Department Charges. We** will pay up to \$1000 for **your** liability assumed by contract or agreement when a fire department is called to save or protect the **residence premises** from an insured peril. **We** do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.
- 5. **Emergency Removal of Property.** We will pay for loss to covered property from any cause while being removed from a premises because of danger from a loss we cover. This coverage also applies to the property for up to 30 days from the date of removal. We will also pay for reasonable expenses you incur for the removal and return of the covered property. This coverage does not increase the limit of liability applying to the property being removed.
- 6. **Emergency Living Expense**. **We** will pay up to \$500 for the reasonable increase in living expenses **you** incur due to a power interruption to the **residence premises**. The power interruption must take place away from the **residence premises**. The cause for the power interruption must not be due to purposeful retraction of power by the utility or power grid authority resulting in a planned electrical brownout or blackout. Coverage does not begin until 48 hours after the power interruption begins.
- 7. Refrigerated Contents. We will pay up to \$1500 for the contents of a freezer or refrigerated food storage unit on the residence premises for loss due to a mechanical failure or power interruption. If mechanical failure or power interruption is known to you, all reasonable means must be used to protect the property from further damage or this coverage is void. The policy deductible does apply to this coverage. The cause for the power interruption must not be due to purposeful retraction of power by the utility or power grid authority resulting in a planned electrical brownout or blackout.
- 8. Identity Theft and Credit Protection Plus
 - A. **Identity Theft Resolution. We** will provide, at **our** expense, a representative of **our** choice to assist **you** in resolving issues of unauthorized use of **your** identity or **your** credit information. **Our** obligation under this provision is limited to paying for the services of a representative of **our** choice. The expense of this assistance will not reduce the amount paid under this coverage.
 - B. **Identity Theft Expenses. We** will pay up to \$25,000 for reimbursement expenses incurred by **you** as the direct result of any one identity fraud first discovered or learned of during the policy period. Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against **you**, is considered to be one identity fraud, even if that one identity fraud continues into a subsequent policy period.

Exclusions. We do not cover:

- 1. loss arising out of or in connection with a business;
- 2. reimbursement expenses incurred due to any fraudulent, dishonest or criminal act by **you** or any person aiding or abetting any person defined as **you**, or by any representative authorized by **you**, whether acting alone or in collusion with others; or
- 3. loss other than reimbursement expenses.

Conditions

- 1. **We** will not make a duplicate payment under this coverage for reimbursement expenses for which payment has already been made by any other source.
- 2. Within 60 days after **our** request, **you** must file with **us** a signed and sworn proof of loss, stating to the best of **your** knowledge, **your** claim for reimbursement expenses for loss under identity fraud and send to **us** any receipts, bills or other records that support **your** claim.

MPL 8113-000 Printed in U.S.A. 0205 **D-2** Page 4 of 9

Definitions

Identity fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of any person defined as **you** with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

Reimbursement expenses are:

- a. costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
- b. costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- c. charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual identity fraud;
- d. lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$250 per day. Total payment for lost income is not to exceed \$5000;
- e. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
- f. lease application fees for re-applying for a lease or leases when the original application is rejected solely because the lender received incorrect credit information; and
- g. reasonable attorney fees incurred as a result of identity fraud to:
 - (1) defend lawsuits brought against **you** by merchants, financial institutions or their collection agencies;
 - (2) remove any criminal or civil judgments wrongly entered against you; and
 - (3) challenge the accuracy or completeness of any information in a consumer credit report.

C. Credit Card Protection. We will pay up to \$10,000 for loss:

- 1. that **you** are legally required to pay because of the unauthorized use of any credit card or electronic fund transfer card issued to or registered in **your** name;
- 2. to you caused by forgery or alteration of any check or negotiable instrument; and
- 3. to you through acceptance in good faith of counterfeit United States or Canadian paper currency.

Exclusions. We will not pay:

- 1. more than the limit of liability stated above. All loss due to forgery or unauthorized use by any one person or in which that person is concerned is considered one loss;
- 2. any loss arising out of **your** dishonesty; or
- 3. any loss resulting from your business activities.

D. Defense

- We may make any investigation and settle any claim or suit that we decide is appropriate. Our
 obligation to defend any claim or suit ends when the amount we pay for the loss equals our limit of
 liability.
- 2. If a suit is brought against **you** for liability under the Identity Theft and Credit Protection Plus coverage, **we** will provide a defense at **our** expense and by counsel of **our** choice.
- 3. **We** have the option to defend **you** or **your** bank, at **our** expense, against any suit for the enforcement of payment under the Forgery coverage.
- 9. Data and Records. We will pay up to \$2500 for data and records when loss or damage is caused by SECTION I BROAD NAMED PERILS or by computer virus. This includes the cost of blank books, cards or other blank material plus the cost of labor you incur to research, transcribe, copy, replace or restore the information from the lost or damaged material. Computer virus means an illegal or malicious entry into your computer which results in functions that distort, corrupt or manipulate the computer, peripheral device or media.
- 10. Lock Replacement. We will pay the reasonable expenses to replace the exterior door lock or lock cylinder of the residence premises with a lock of like kind and quality when a key to the lock has been stolen. You must report the theft to us and the police within 24 hours after discovery.

11. **Reward Coverage. We** will pay 10% of the amount of the loss to the **residence premises** up to \$5000 to anyone providing information leading to an arson conviction in connection with the loss.

We will pay anyone providing information leading to the recovery of personal property stolen from **you** 10% of the value of the recovered property up to \$5000.

We will pay 10% of the amount of the loss up to \$1000 to anyone providing information leading to the arrest and conviction of anyone who robs, steals or burglarizes **your** property.

These amounts shall not be increased regardless of the number of persons providing information. These coverages are in addition to the limit of liability applying to the damaged property.

12. **Trees, Shrubs, Plants and Lawns.** Coverage applies to direct loss caused by: fire or lightning, theft, explosion, aircraft, riot or civil commotion, vandalism or malicious mischief, vehicles not owned or operated by an occupant of the **residence premises**, or collapse of a building structure or any part of a building structure. This coverage is in addition to the limits of liability applying to Section I Property.

We will pay up to \$500 for any one tree, shrub or plant. **We** will pay up to 5% of the Coverage A - Dwelling Amount for loss to trees, shrubs, plants and lawns at the **residence premises.** If **your** dwelling is a condominium, cooperative or leased property, **we** will pay up to 5% of the Coverage C - Personal Property Amount.

If Increased Coverage on Trees, Plants and Shrubs is shown in the Declarations, **we** will pay up to \$1000 for any one tree, shrub or plant. **We** will pay up to 10% of the Coverage A - Dwelling Amount for loss to trees, shrubs and plants at the **residence premises** or 5% of the Coverage A - Dwelling Amount for loss to lawns at the **residence premises**. If **your** dwelling is a condominium, cooperative or leased property, **we** will pay up to 10% of the Coverage C - Personal Property Amount for loss to trees, shrubs and plants or 5% of the Coverage C - Personal Property Amount for loss to lawns at the **residence premises**.

We do not cover trees, shrubs, plants and lawns grown for business purposes.

The policy deductible does apply to this coverage.

13. **Loss Assessment.** We will pay up to \$10,000 for **your** share of any loss assessment charged during the policy period against **you** by a corporation or association of property owners. This coverage applies only to loss assessments charged against **you** as owner or tenant of the **residence premises**.

If Increased Loss Assessment is shown in the Declarations, then the \$10,000 limit is increased to the amount shown.

This only applies when the assessment is made as a result of each direct loss to the property, owned by all members collectively, caused by a peril covered under **SECTION I - LOSSES WE COVER** for **COVERAGE A - DWELLING.** This coverage does not include loss caused by:

- A. earthquake; or
- B. land shock waves or tremors before, during or after a volcanic eruption.

Regardless of the number of assessments, the limit referenced above is the most **we** will pay with respect to any one loss.

This coverage shall be excess over any other insurance covering the corporation or association of property owners. This specific provision does not apply if **your** assessment results from a deductible in the policy of insurance purchased by a corporation or association of property owners.

A \$250 deductible does apply to this coverage unless **you** also have a loss covered under Section I Coverage A, B or C from the same event.

MPL 8113-000 Printed in U.S.A. 0205 Page 6 of 9

This coverage is in addition to the limit of liability applying to the Coverage A, B or C property.

We do not cover assessments charged against **you** or a corporation or association of property owners by any governmental body.

14. **Land.** If a structure covered under Coverage A or Coverage B sustains a covered loss, then **we** will pay up to \$10,000 for the cost **you** incur to replace, rebuild, stabilize or otherwise restore the land necessary to support that portion of the structure that **you** own. This coverage is in addition to the limit of liability applying to the damaged property.

We will not pay for any:

- A. loss caused by chemicals in the soil or resulting from the release of toxic materials or other pollutants or contaminants: or
- B. assessment charged against you by a corporation or association of property owners.
- 15. **Volcanic Action.** We will pay for direct physical loss to a covered building or covered property in a building resulting from the eruption of a volcano when direct loss is caused by:
 - A. volcanic blast or airborne shock waves;
 - B. ash, dust or particulate matter: or
 - C. lava flow.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

This coverage does not increase the limit of liability applying to the damaged property.

The policy deductible does apply to this coverage.

- 16. **Collapse. We** will pay for sudden and accidental direct physical loss to covered property involving the entire collapse of a building or any part of a building caused only by one or more of the following:
 - A. perils described in SECTION I BROAD NAMED PERILS;
 - B. hidden decay of the structure;
 - C. hidden insect or hidden vermin damage;
 - D. weight of contents, equipment, animals or people;
 - E. weight of ice, snow, sleet or rain which collects on a roof;
 - F. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation;
 - G. water or water-borne material which backs up through sewers or drains; or
 - H. water or water-borne material which enters and overflows or is discharged from within a sump pump, sump pump well or other type system designed to remove subsurface water which is drained from the foundation area.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic field, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items B., C., D., E., and F. unless the loss is a direct result of the collapse of a building.

Collapse means an abrupt falling down or caving in of a building or any part of a building. Collapse does not include settling, cracking, sagging, bowing, bending, leaning, shrinking, bulging or expansion. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.

This coverage does not increase the limit of liability applying to the damaged covered property.

The policy deductible does apply to this coverage.

17. **Inflation Protection.** The Blanket Property Limit specified in the Declarations of this policy, or any amendments thereto, for Coverages A, B and C is continuously adjusted in accordance with the applicable construction price or consumer price index in use by **us.**

- 18. Landlord's Furnishings. We will pay up to \$2500 for your appliances, carpeting and other household furnishings in each apartment on the residence premises regularly rented or held for rental to others by you for loss caused by SECTION I BROAD NAMED PERILS other than Theft. The \$2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss. This coverage does not increase the limit of liability applying to the damaged property.
- 19. **Fungus and Mold Remediation.** We will pay up to a limit of \$5000 for remediation treatment and remediation testing as necessary to complete the repair or replacement of the damaged property. This coverage applies when property covered under Coverages A, B or C is damaged by a covered water loss. Furthermore, this coverage applies only if all reasonable means were used to save and preserve the property from further damage at and after the time of the covered water loss. This limit includes:
 - a. the cost to tear out and replace any part of the covered property necessary to gain access to any organisms listed under remediation treatment; and
 - b. if the need for remediation treatment or remediation testing makes the **residence premises** uninhabitable, the reasonable increase in living expenses and **your** loss of rental income. Payment will be for the shortest time required to perform the remediation treatment or remediation testing.

Remediation treatment means the reasonable and necessary treatment, removal or disposal of **fungus and mold.**

Remediation testing includes any testing or investigation of either property or air to detect, measure, evaluate or confirm the absence, presence or level of **fungus and mold** whether performed prior to, during or after remediation treatment.

If more than one **residence premises** is insured under this policy, this is the most **we** will pay, for any one loss at any one covered location, for the total of all loss or costs payable under this Additional Coverage. This applies regardless of the number of claims made under this policy.

If Increased Coverage on Fungus and Mold Remediation is shown in the Declarations, then the \$5000 limit is increased to the amount shown.

- 20. **Dwelling Under Construction Extension of Coverages.** This coverage is contingent upon prior written notification to **us** by **you** that the dwelling described in the Declarations is under its initial construction and has not been completed and occupied. This coverage remains in force until the dwelling is completed and occupied or the policy expires, cancels or terminates, whichever comes first.
 - A. Provisional Amount of Insurance
 - The amount of insurance stated under Basic Coverages in the Declarations for Coverage A Dwelling is provisional, and is based upon the projected value of the dwelling at the date of completion. The actual amount of insurance on any date while the policy is in force will be a percentage (%) of the provisional amount. The percentage (%) will be the proportion that the actual value of the property at the time of loss bears to the projected value at the date of completion. However, this amount of insurance shall not, in any case, exceed the Coverage A Dwelling Amount stated in the Declarations.
 - B. We agree to extend COVERAGE C PERSONAL PROPERTY, COVERAGE F PERSONAL LIABILITY and COVERAGE G MEDICAL PAYMENTS TO OTHERS to the residence where you are residing while waiting for the dwelling under construction described in the Declarations to be completed and occupied.
 - C. Theft of Personal Property
 - **We** cover loss of personal property by theft in or from a dwelling under construction at the location described in the Declarations, only if the dwelling is fully enclosed and capable of being locked. The personal property must be owned by **you**, not supplied by the contractor. **We** do not cover theft committed by anyone defined as **you**. Coverage will be in force until the dwelling is completed and occupied.
 - D. Deductible. This coverage is subject to the applicable deductible for the covered cause of loss.

21. Ordinance or Law

- A. When property covered under Coverages A or B is damaged by a cause of loss **we** cover and if the enforcement is directly caused by the same loss, **we** will pay the increased costs **you** incur due to the enforcement of any ordinance or law in effect at the time of loss which requires or regulates:
 - 1. the construction, repair, demolition or zoning of the physically damaged part of a covered building or private structure;
 - the demolition and reconstruction of the undamaged part of a covered building or private structure when that building or private structure must be totally demolished; or
 - changes to or replacement of the portion of the undamaged part of a covered building or private structure necessary to complete the repair or replacement of that part of the covered building or private structure damaged by the covered cause of loss.

Limit of Liability

Our limit of liability for loss covered under Ordinance or Law Coverage is included within the Blanket Property Limit shown in the Declarations at the time of loss.

- B. Under **SECTION I LOSSES WE DO NOT COVER**, the **Ordinance or Law** exclusion remains in effect except to the extent coverage is provided under this Additional Coverage.
- C. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, repair or demolition.
- D. We do not cover:
 - 1. any loss in value to any covered building or private structure due to the requirements of any ordinance or law; or
 - 2. the costs to comply with any ordinance or law which requires **you** or others to remove, clean up, test, monitor, abate, contain, neutralize or treat any property:
 - a. for loss excluded under LOSSES WE DO NOT COVER, Pollution and Lead Exposure; or
 - b. for fungus and mold.

22. Back Up of Sewer, Drain and Sump Pump

- A. **We** cover damaged or destroyed property under the Coverages listed in **SECTION I COVERAGES** caused by or resulting from water or water-borne material:
 - 1. which backs up through sewers or drains; or
 - 2. which enters and overflows or is discharged from within a sump pump, sump pump well or other type system designed to remove subsurface water which is drained from the foundation area.
- B. Limit of Liability
 - If no limit is shown in the Declarations for Back Up or Sewer, Drain and Sump Pump Coverage, then
 the limits applying to the damaged or destroyed property under Section I Coverages A, B and C
 apply.
 - If a limit is shown in the Declarations for Back Up of Sewer, Drain and Sump Pump Coverage, then
 the limit shown is the total we will pay in any one loss for damaged or destroyed property under
 Section I Coverages A, B and C.
- C. Under **SECTION I LOSSES WE DO NOT COVER**, 1.D. **Water Damage** item 2. is deleted with respect to the coverages provided by this additional coverage.
- D. Deductible. **We** will pay only that part of the loss that exceeds the deductible amount shown in the Declarations for this coverage. This deductible amount applies separately to each loss.
- 23. **Newly Acquired Watercraft and Equipment. We** will pay for direct physical loss to watercraft, including any accompanying equipment, motors and trailers, for which **you** acquire ownership during the policy period if:
 - 1. there is no other insurance provided by this or any other insurance policy for the newly acquired property;

of 9

- 2. you ask us within 30 days of acquisition to insure the property; and
- 3. **you** pay any additional premium required by **us** for the newly acquired property.

Limit of Liability. The most we will pay for a loss to property you own or purchase is \$25,000.