



Commerce Insurance

The Commerce Insurance Company

Citation Insurance Company

211 Main Street, Webster, Massachusetts 01570 (508) 943-9000

Member of The Commerce Group, Inc.

Advantage

We agree that the following Additional Coverages and Extensions of Coverage are made a part of your Homeowners Policy:

SECTION I - PROPERTY COVERAGES

COVERAGE C - Personal Property:

The Special Limits of Liability categories are increased to:

1. \$500 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$3000 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. \$2500 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$2500 on trailers not used with watercraft.
5. \$3000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$3500 for loss by theft of firearms.
7. \$4000 for loss by theft 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. \$3000 on property, on the "residence premises", used at any time or in any manner for any "business" purpose.
9. \$300 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 adaptable electronic apparatus as described in Special Limits 10. and 11. below.
10. \$1500 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:
 - a. Accessories or antennas; or
 - b. Tapes, wires, records, discs or other media;for use with any electronic apparatus.
11. \$1500 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

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- 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:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus.

ADDITIONAL COVERAGES

The following additional coverages are amended:

1. Debris Removal is deleted and the following substituted:

Debris Removal. We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expense, up to \$500, for the removal from the landscaped areas of the “residence premises” of:

- a. Your tree(s) felled by the peril of Windstorm or Hail;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor’s tree(s) felled by a Peril Insured Against under Coverage C.

The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

3. Trees, Shrubs and Other Plants is deleted and the following substituted:

Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the “residence premises”, for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the “residence premises”, Vandalism or malicious mischief or Theft.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to the dwelling or more than \$1000 for any one tree, shrub or plant. We do not cover property grown for “business” purposes.

4. Fire Department Service Charge is deleted and the following substituted:

Fire Department Service Charge. We will pay for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. 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.

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

6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money is amended as follows:

Credit Card, Fund Transfer Card, Forgery and Counterfeit Money limit of liability is increased to \$2500.

The following additional coverages are added:

11. Personal Records Coverage. We will pay up to \$250 for reasonable expenses you incur to research and obtain data necessary to reproduce, replace or restore your personal records. Personal records means: birth and death certificates; drivers and marriage licenses; separation or divorce papers; income tax information; hunting and fishing licenses; ownership records of real and personal property; wills; and other personal records. These records must have been damaged or destroyed by a Peril Insured Against while on the "residence premises". This coverage does not apply to "business" records. No deductible applies to this coverage.

12. Refrigerated Food Spoilage Coverage. We will pay up to \$500 for any one loss from spoilage of food in a refrigerator or freezer on the "residence premises". The spoilage must be due to change in temperature resulting from: interruption of electrical service to the "residence premises" caused by damage to generating or transmission equipment which results in a breakdown in the system supplying electricity; or mechanical or electrical breakdown of the refrigerator or freezer.

If electrical service is partially or completely interrupted, or if mechanical or electrical breakdown is known, you must use all reasonable means to reduce loss under this coverage or this coverage is void. No deductible applies to this coverage.

13. 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".

14. Lock Replacement Coverage. We will pay up to \$500 for replacing your house lock(s) if such replacement is necessitated by your key(s) being lost or stolen. You must notify us in writing within 72 hours of the discovery of the loss. No deductible applies to this coverage.

15. Water Back Up and Sump Overflow

a. We will pay up to \$2,500 for direct physical loss, not caused by the negligence of any "insured", to property covered under Section I caused by:

- (1) water which backs up through your dwelling's interior sewers or drains; or
- (2) 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.

b. Special Deductible

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.

c. 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 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).

d. Section I - Exclusions

Under item 1.c. Water Damage, subparagraph (2) is deleted.

16. Identity Theft Expense Coverage

We will pay up to \$1,000 for “covered expenses” incurred by an “insured” as the direct result of any one loss resulting from “identity theft” commenced during the policy period.

Any single act or a series of acts, whether committed by one person or entity, or by a group working in concert, that directly affect, concern or implicate any one person’s identity will be considered one loss under this policy even if the series of acts continues into a subsequent policy period.

DEFINITIONS

With respect only to the provisions of this endorsement, the following definitions are added:

“Covered Expenses” means:

1. Costs for notarizing fraud affidavits or similar documents required by financial or lending institutions, credit agencies, or similar credit grantors.
2. Costs for certified mail to financial or lending institutions or similar credit grantors, credit agencies, or law enforcement agencies.
3. Long distance telephone charges for calls to financial or lending institutions or similar credit grantors, credit agencies, law enforcement agencies or merchants to report or discuss an actual identity fraud.
4. Application fees incurred when re-applying for a loan or loans when the original application is declined based solely on incorrect credit information.
5. Reasonable attorney and filing fees to remove any criminal or civil judgments, correct any information contained in a consumer credit report or defend against lawsuits brought by merchants or their collection agencies entered against an “insured”.

“Identity theft” means the act of knowingly transferring or using, without lawful authority, a “means of identification” of an “insured” with the intent to commit or to aid or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

“Means of identification” means any name or number that may be used to identify a specific individual.

EXCLUSIONS

The following additional exclusions apply to this coverage.

We do not cover:

1. Loss other than expenses as defined by “covered expenses”.
2. Expenses incurred as a result of any intentional, fraudulent, dishonest or criminal act by, on behalf of, or at the direction of any “insured”.
3. Loss arising out of “business” pursuits of any “insured”.

DEDUCTIBLE

No deductible applies to this coverage.

YOUR DUTIES AFTER LOSS

Under **Section I – Conditions 2. Your Duties After Loss**, paragraph g, add:

- (9) Evidence supporting a claim and any receipts, bills, or other records of the expenses incurred under the Identity Theft Expense Coverage.

SECTION II - LIABILITY COVERAGES

COVERAGE E - Personal Liability

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

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“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 violation of penal law or ordinance committed by or with the knowledge or consent of any “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 the “business” pursuits of any “insured”; or
5. civic or public activities performed for pay by any “insured”.

SECTION II - EXCLUSIONS

INCIDENTAL “BUSINESS” ACTIVITIES OF MINORS, EXCLUSIONS 1.b. is amended as follows:

EXCLUSION 1.b. does not apply to incidental “business” activities when performed by a minor. Examples of such activities are: newspaper delivery, baby-sitting, caddying and lawn care.

ADDITIONAL COVERAGES

The following additional coverages are amended:

1. Claim Expenses:

Paragraph c. is deleted and the following substituted:

- c. reasonable expenses incurred by an “insured” at our request, including actual loss of earnings (but not loss of other income) up to \$75 per day, for assisting us in the investigation or defense of a claim or suit; and

3. Damage to Property of Others is amended as follows:

Damage to Property of Others. The limit of liability per “occurrence” is increased to \$1000.

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