



MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION

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August 10, 2010

TO: All Massachusetts Producers

**Dwelling Policy Program (DP 2002 Program)
Optional Property Remediation For Escaped Liquid Fuel Coverage
Rates, Rules & Forms Revision Effective July 1, 2010**

The Massachusetts Division of Insurance has approved the Massachusetts Property Insurance Underwriting Association (MPIUA) filing to adopt new Rates, Rules and Forms pertaining to Optional Property Remediation For Escaped Liquid Fuel Coverage, under the Dwelling Policy Program.

These new Rates, Rules and Forms have been introduced, in response to the 2008 Mass. Acts 453 An Act Relative To Homeowner Heating Safety. As contemplated by the statute, the MPIUA **will require proof** from a licensed oil burner technician, certifying that all remediation steps required by the law have been taken, **before** the Optional Property Remediation For Escaped Liquid Fuel Coverage is provided.

At this time, we are providing you with the new MPIUA Endorsement, FP 34 09 Property Remediation For Escaped Liquid Fuel Coverage, which provides first party property coverages for escaped liquid fuel, and FP 24 59, Rating Information Property Remediation For Escaped Liquid Fuel Coverage.

We are also providing you with the revised MPIUA Exception Pages MPIUA-DP-EXC-4 and MPIUA-DP-EXC-5 with new Additional Rule **A4.**, Optional Property Remediation For Escaped Liquid Fuel Coverage, and MPIUA Rate Page DP-R-33, which sets forth the premium for this new coverage. You should insert these pages in the Massachusetts State Pages Section of your Manual.

Following your review of this material, should you have any questions, please contact our Customer Service or Underwriting Departments

Very truly yours,

James H. Pappas
Vice President-Underwriting

Enclosures:

JHP:ed

MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION (MPIUA)

DWELLING POLICY PROGRAM (2002 EDITION)

MANUAL PAGES

EFFECTIVE 07 01 10

**PAGE CHECKLIST FOR MASSACHUSETTS STATE PAGES TO BE USED IN
CONJUNCTION WITH MULTISTATE RULES SECTION OF ISO's DWELLING POLICY
PROGRAM MANUAL (DP 2002 PROGRAM).**

EXCEPTION PAGES

| | |
|--------|------------------|
| DP-E-1 | 4th Edition 3-09 |
| DP-E-2 | 4th Edition 7-08 |
| DP-E-3 | 2nd Edition 9-06 |
| DP-E-4 | 2nd Edition 9-09 |
| DP-E-5 | 1st Edition 9-09 |

MPIUA EXCEPTION PAGE

| | | |
|----------------|-------------|--------------------------|
| MPIUA-DP-EXC-1 | 1st Edition | Effective 7-1-07 |
| MPIUA-DP-EXC-2 | 1st Edition | Effective 7-1-07 |
| MPIUA-DP-EXC-3 | 1st Edition | Effective 7-1-07 |
| MPIUA-DP-EXC-4 | 2nd Edition | <u>Effective 7 01 10</u> |
| MPIUA-DP-EXC-5 | 1st Edition | <u>Effective 7 01 10</u> |

TERRITORY PAGES

| | |
|--------|------------------|
| DP-T-1 | 2nd Edition 3-06 |
| DP-T-2 | 4th Edition 9-09 |

MPIUA RATE PAGES

| | |
|----------------------|---------------------------|
| DP-R-1 | Effective 10 01 06 |
| DP-R -2 thru DP-R-32 | Effective 03 31 10 |
| DP-R-33 | <u>Effective 07 01 10</u> |

**ISO's MULTISTATE NOTICE DP - MU -2003 - RU - 1 DISPLAYS THE LATEST
PAGE INFORMATION FOR MULTISTATE RULES PAGES TO BE USED.**

ADDITIONAL EXCEPTION (S) TO GENERAL RULE(S)

Rule 517.
LIMITED FUNGI, WET OR DRY ROT OR BACTERIA

F. MPIUA Requirement

The following paragraph is added:

Use Limited Fungi, Wet or Dry Rot Bacteria Coverage Endorsement DP 04 22 with all Dwelling Program policies. Increased limits as shown in paragraph B. are available.

ADDITIONAL RULE

RULE A4.
OPTIONAL PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL COVERAGE**A. Coverage Outline****1. Basic Limits**

Massachusetts law requires that the following coverage shall be made available:

a. Property Remediation For Escaped Liquid Fuel Coverage

\$50,000 per occurrence to pay for loss to covered real or personal property, owned by an insured, that is damaged by liquid fuel that escapes from a fuel system on any location insured under the policy and declared on the schedule of the subject endorsement or the policy Declarations. Covered real property includes land, other than farm land, on which a building or structure is located. This Property Remediation Coverage applies only for the policy period in which the insured first discovers or learns of the escaped fuel, even if the escape began before that policy period.

2. Deductible

Deductibles shall not exceed \$1,000 per claim.

3. Endorsements

a. Use Property Remediation For Escaped Liquid Fuel Coverage – Massachusetts Endorsement **FP 34 09**.

b. The subject optional endorsement provides complete details on coverages, limitations, definitions and additional policy conditions applicable to this coverage. Enter the limits of liability that apply to the Property Remediation Coverage on the endorsement. Also enter on this endorsement the address of all locations to be insured for Property Remediation Coverage.

c. Use Rating Information For Property Remediation For Escaped Liquid Fuel Coverages Endorsement **FP 24 59**.

Attach the subject optional endorsement to the policy and enter the applicable Risk Class Number on the policy Declarations. If the insurer shows this rating information elsewhere in the policy, this endorsement does not have to be used.

B. Higher Limits**1. Property Remediation Coverage**

a. This limit may be increased to \$100,000. The limit selected is entered on the coverage endorsement or the policy Declarations.

b. Refer to Paragraph **D.** for premium computation instructions.

C. Application Of Limits Of Liability

1. For Property Remediation Coverage, the limit selected is a per-occurrence limit and is the most coverage that will be provided for any one "occurrence" during the policy period regardless of the number of locations insured for Property Remediation Coverage or the number of claims made.

D. Rating Basis**1. Property Remediation For Escaped Liquid Fuel Coverage**

a. From the Liquid Fuel Risk Selection table located in Paragraph **4.**, select:

(1) The liquid fuel risk description that best describes each location, **with or without** a dwelling building, insured for Property Remediation Coverage under this policy; and

(2) The corresponding Risk Class Number for each description identified.

**RULE A4.
OPTIONAL PROPERTY REMEDIATION FOR ESCAPED
LIQUID FUEL COVERAGES (Cont'd)**

b. Use the lowest Risk Class Number selected for all such locations.

2. Premium Selection

a. From the company rate pages, Table **A4.D.3.#1**, select the appropriate additional premium charges that correspond to the lowest Risk Class Numbers determined in Paragraph 1.

3. Liquid Fuel Risk Selection Table

| Description | Risk Class No. |
|--|----------------|
| Liquid fuel storage containers, tanks or vessels are on covered real property; and | |
| (1) One or more fuel storage containers, tanks or vessels are partially or completely buried below ground (inside or outside of a building or structure); or | 100 |
| (2) All are completely above ground (inside or outside of a building or structure). | 200 |

Table A3.D.3. Liquid Fuel Risk Selection

RULE 302.
VANDALISM & MALICIOUS MISCHIEF - DP 00 01

| Rate Per \$1,000 | |
|---------------------------|------|
| Not Seasonal or Vacant | 0.09 |
| Seasonal and Not Vacant | 0.42 |
| Vacant | N/A |
| In Course of Construction | 0.09 |

Table 302. Vandalism And Malicious Mischief (DP 00 01)

PART IV
ADJUSTED BASE PREMIUM COMPUTATION RULES

RULE 404.
MOBILE OR TRAILER HOMES - DP 00 01 ONLY

Multiply the One Family, Coverage A or C, Frame Base Premium by 1.00.

PART V
ADDITIONAL COVERAGES AND INCREASED LIMITS RULES

RULE 500.
MISCELLANEOUS RATES

| Rate Per \$1,000 * | |
|--|------|
| Exposure | Rate |
| A. Fire: Protection Class 1-8 | 2.20 |
| Fire: Protection Class 8B, 9, 10 | 3.94 |
| B. Extended Coverage (DP 00 01) | 1.37 |
| C. Broad Form (DP 00 02) | 2.09 |
| D. Special Form (DP 00 03) | 2.79 |
| E. Broad Form (DP 00 02) with Endorsement DP 04 65 | 2.79 |

* These rates apply to all occupancies, territories, construction and protection classifications, unless otherwise specified. Rates for A. are cumulative with either B., C., D., or E.

Table 500. Miscellaneous Rates

N/A indicates that the corresponding coverage is not provided by MPIUA

RULE 508.
TREES, SHRUBS, AND OTHER PLANTS

C. Premium Computation

1. Fire, Extended Coverage, Broad And Special Forms

The rates in the following table apply to all occupancies, territories, construction and protection classifications, unless otherwise specified:

| Fire (DP 00 01) | | |
|---|------------------------|------------------------|
| Protection Class | Rate Per \$1,000 | |
| 1- 8 | 1.20 | |
| 8B, 9, 10 | 2.15 | |
| Extended Coverage (DP 00 01) - All Specified Perils | | |
| Rate Per \$1,000 | | |
| Territory | Including Wind or Hail | Excluding Wind or Hail |
| All | 24.12 | 1.06 |
| Windstorm or Hail (DP 00 02 And DP 00 03) | | |
| Territory | | Rate Per \$1,000 |
| All | | 23.06 |

Table 508.C.1 Premium Computation

RULE 509.
EARTHQUAKE COVERAGE

E. Premium For Base Deductible

| 5% Deductible - Rate Per \$1,000 | | | | |
|----------------------------------|------------|------------|------------|-----------------|
| Table A - Frame* | | | | |
| Terri-tory | Coverage A | Coverage B | Coverage C | Coverages D & E |
| 21 | 0.18 | 0.15 | 0.15 | 0.11 |
| Table B - Masonry* | | | | |
| 21 | 0.70 | 0.53 | 0.53 | 0.49 |
| Table C - Superior | | | | |
| 21 | 0.24 | 0.18 | 0.13 | 0.16 |

* If exterior Masonry Veneer is covered, rate as Masonry; if not covered, rate as Frame

Table 509.E. Premium For Base Deductible 5% Deductible

**RULE 509.
EARTHQUAKE COVERAGE (Cont'd)**

| 10% Deductible - Rate Per \$1,000 | | | | |
|-----------------------------------|------------|------------|------------|-----------------|
| Table A - Frame* | | | | |
| Terri-tory | Coverage A | Coverage B | Coverage C | Coverages D & E |
| 21 | 0.16 | 0.13 | 0.13 | 0.11 |
| Table B - Masonry* | | | | |
| 21 | 0.62 | 0.48 | 0.46 | 0.49 |
| Table C - Superior | | | | |
| 21 | 0.18 | 0.15 | 0.11 | 0.16 |

* If exterior Masonry Veneer is covered, rate as Masonry; if not covered, rate as Frame

Table 509.E. Premium For Base Deductible 10% Deductible

**RULE 510.
THEFT COVERAGE**

N/A

**RULE 511.
SINKHOLE COLLAPSE**

B. Premium Computation

| Rate Per \$1,000 | |
|-------------------------------------|------|
| Cov. A or B and Other Bldg. Options | 0.31 |
| Cov. C or Personal Property Options | 0.11 |

Table 511.B. Premium Computation

**RULE 512.
WINDSTORM OR HAIL COVERAGE - AWNINGS, SIGNS
AND OUTDOOR RADIO AND TELEVISION EQUIPMENT**

B. Premium Computation

| Rate Per \$1,000 | | | |
|------------------|---------|-------|--------------------------------|
| Territory | Awnings | Signs | Outdoor Radio And TV Equipment |
| ALL | 31.84 | 31.84 | 31.84 |

Table 512.B. Premium Computation

N/A indicates that the corresponding coverage is not provided by MPIUA

**RULE 513.
WATER BACK UP AND SUMP OVERFLOW**

C. Premium Computation

Charge per location..... 92.00

**RULE 514.
ASSISTED LIVING CARE COVERAGE**

C. Premium

For Basic Limits, the rate per unit..... 64.00
For Increased Coverage C limit, the rate per \$1,000..... 7.39

**RULE 515.
MOTORIZED GOLF CART - PHYSICAL LOSS COVERAGE**

E. Premium Computation

| Per Motorized Golf Cart * | |
|---------------------------|----------------|
| Exposure | Rate Per \$500 |
| Without collision | 7.33 |
| With collision | 12.83 |

* The charges shown are the minimum annual premium for each motorized golf cart for any period within a policy year.

Table 515.E. Premium Computation

**RULE 517.
LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE**

**D. Premium Computation
2. Increased Limits**

| Form | \$25,000 | \$50,000 |
|-----------------------|----------|----------|
| DP 00 01 | 20.00 | 33.00 |
| DP 00 02 and DP 00 03 | 49.00 | 84.00 |

Table 517.D.2. Premium Computation

**RULE A.1.
SPECIAL STATE REQUIREMENTS**

C. Relocation Expense For Tenants

Rate Per \$750 \$4

**RULE A.4.
OPTIONAL PROPERTY REMEDIATION FOR
ESCAPED LIQUID FUEL COVERAGE**

D.2. Premium Selection

Escaped Liquid Fuel Remediation Coverage

| Liquid Fuel Risk Class Number | Limit Of Liability | |
|-------------------------------|--------------------|-----------|
| | \$50,000 | \$100,000 |
| 100 | 143 | 238 |
| 200 | 48 | 79 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROPERTY REMEDIATION FOR ESCAPED LIQUID
FUEL COVERAGE – MASSACHUSETTS**
FOR USE WITH ALL FORMS
SCHEDULE

| Location | Property Remediation For Escaped Liquid Fuel Limit Of Liability |
|----------|---|
| | \$ |
| | \$ |
| | \$ |

A. Definitions

The following definitions are added only with respect to the coverage provided by this endorsement:

1. "Covered real property". The following applies only to the Additional Coverage **B. Property Remediation For Escaped Liquid Fuel**:

a. When the policy insures a "described location" on which a one-, two-, three- or four-family dwelling building, or other structure, owned by an "insured" is located, "covered real property" means:

- (1) A dwelling building used principally for dwelling purposes, including structures attached to that dwelling building;
- (2) An other structure, at the location of a dwelling building, set apart from that dwelling building by clear space or connected to the dwelling building by only a fence, utility line or similar connection. Other structures do not include structures:
 - (a) Used in whole or in part for "business". However, we do cover a structure that contains "business" property solely owned by you or a tenant of the dwelling, provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;

- (b) Rented or held for rental to any person not a tenant of a dwelling building, unless used solely as a private garage;
- (c) That are grave markers, including mausoleums; or
- (d) That are part of the "fuel system";
- (3) Materials and supplies, owned by an "insured" which are located on or next to a building or structure described in Paragraph **A.1.a. (1) or (2)**. The materials and supplies are to be used to construct, alter or repair such a building or structure;
- (4) Land owned by an "insured", other than farm land, on which a building or structure described in Paragraph **A.1.a.(1) or (2)** is located; and
- (5) Building equipment and outdoor equipment owned by an "insured" that is:
 - (a) Used to service a building, structure or land covered under this endorsement; and
 - (b) On the "described location" containing such property; or
- b. When the policy insures a residential unit which is owned by an "insured", "covered real property" means:

- (1) The alterations, appliances, fixtures and improvements, made or acquired at an insured's expense, which are part of the building contained within such a residential unit;
 - (2) Items of real property, other than vacant land or farm land, which pertain exclusively to such a residential unit;
 - (3) Property which is an "insured's" insurance responsibility under a corporation or association of property owners agreement;
 - (4) Structures owned solely by an "insured", other than a residential unit, on the premises of such a residential unit. Such structures do not include structures:
 - (a) Used in whole or in part for "business". However, we do cover a structure that contains "business" property solely owned by you or a tenant of the dwelling, provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;
 - (b) Rented or held for rental to any person not a tenant of a residential unit, unless used solely as a private garage;
 - (c) That are grave markers, including mausoleums; or
 - (d) That are part of the "fuel system"; and
 - (5) Land owned solely by an "insured", other than farm land, on which:
 - (a) A residential unit is located; or
 - (b) Structures described in Paragraph **A.1.b.(4)** are located.
- c. "Covered real property" does not include:
 - (1) Water; or
 - (2) Trees, shrubs, plants or lawns, except to the extent permitted by Paragraph **B.3.c.** of this endorsement.
 - 2. "Covered personal property". The following applies only to the Additional Coverage **B.** Property Remediation For Escaped Liquid Fuel:
 - a. "Covered personal property" means:
 - (1) Personal property:
 - (a) Usual to the occupancy as a dwelling;
 - (b) Owned or used by you or members of your family residing with you; and
 - (c) While on the location of:
 - (i) The dwelling building;
 - (ii) The residential unit; or
 - (iii) An other structure;
 - that you own, or in which you reside as a tenant; or
 - (2) Building improvements or installations made or acquired at your expense to:
 - (a) The dwelling building;
 - (b) The residential unit; or
 - (c) An other structure;
 - in which you reside as a tenant.

b. "Covered personal property" does not include:

- (1) Bank notes, bills, bullion, coins, currency, gold other than goldware, silver other than silverware, medals, money and platinum other than platinumware, scrip, stored value cards and smart cards;
- (2) Accounts, deeds, evidences of debt, letters of credit, manuscripts, notes other than bank notes, passports, personal records, securities, tickets and stamps;
- (3) Animals, birds and fish;
- (4) Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
- (5) Watercraft of all types, other than rowboats and canoes;
- (6) Hovercraft;
- (7) Data, including data stored in:
 - (a) Books of account, drawings or other paper records; or
 - (b) Computers and related equipment;
- (8) Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds; or
- (9) "Motor vehicles". This includes:
 - (a) Their accessories, equipment and parts; or
 - (b) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of "motor vehicles", including its accessories. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any device or instrument described above.

This exclusion of property shown in Paragraphs (a) and (b) above applies only while the property is in or upon the vehicle or conveyance.

We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Designed to assist the handicapped; or

(b) Owned by you or members of your family residing with you and used solely to service:

- (i) A building, structure or land insured under this endorsement; or
- (ii) That part of the dwelling building or residential unit in which you reside as a tenant;

(10) Water or steam; or

(11) Grave markers, including mausoleums.

3. "Fuel system" means:

a. One or more containers, tanks or vessels, which:

(1) Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:

(a) To heat or cool a dwelling building, other structure or residential unit;

(b) To heat water;

(c) To cook food; or

(d) To power "motor vehicles", or watercraft owned by an "insured" and not used primarily for "business"; and

(2) Are, or were, located:

(a) On "covered real property";

(b) At the location of the dwelling building or residential unit; or

(c) On a "described location";

b. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in Paragraph 3.a.;

c. Filler pipes and flues connected to one or more containers, tanks or vessels described in Paragraph 3.a.;

d. A boiler, furnace or water heater, the fuel for which is stored in a container, tank or vessel, described in Paragraph 3.a., and which is located:

(1) On "covered real property";

(2) At the location of the dwelling building or residential unit; or

(3) On a 'described location";

- e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in Paragraph **3.a.**; or
- f. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in Paragraph **3.a.**

A "fuel system" does not include any fuel tanks that are permanently affixed to a "motor vehicle" or watercraft listed in Paragraph **a.(1)(d)** above.

B. Additional Coverages

The following Additional Coverage is added:

Property Remediation For Escaped Liquid Fuel

1. With respect to an "occurrence" of an escape of liquid fuel from a "fuel system" which an "insured" first discovers or learns of during the policy period, we will pay up to the Limit Of Liability shown in the Schedule for loss or expense described in Paragraph **B.3.** below.
2. The limit shown in the Schedule for this coverage is the most we will pay for all loss or expense payable per "occurrence" under Paragraph **B.3.** below regardless of the:
 - a. Number of locations insured under this policy that contain a dwelling building, residential unit or other structure; or
 - b. Number of claims made.

3. Loss Or Expense Covered

This coverage pays for:

- a. Loss to:
 - (1) "Covered real property"; or
 - (2) "Covered personal property";
caused directly or indirectly by the escape of such fuel from a "fuel system";
- b. The expense you incur to:
 - (1) Take temporary measures to stop the further escape of such fuel from any part of the "fuel system";
 - (2) Retard or stop the spread of escaped liquid fuel;
 - (3) Clean up, remove or treat loss to:
 - (a) "Covered real property"; or
 - (b) "Covered personal property"; or

- (4) Test, monitor or assess the effects of the escape of liquid fuel in, on or away from "covered real property":

(a) As required by law; or

(b) In response to a request, demand or order by a governmental authority or court of law.

We will pay for such expense only if it results from the same escape that is payable under Paragraph **B.3.a.** or **b.(1), (2)** and **(3)** above;

c. Loss to trees, shrubs, plants or lawns:

(1) At the location of the dwelling building, residential unit or other structure shown in the Schedule; or

(2) If otherwise covered under the policy;

but only if there is loss or expense caused by the same escape which is payable under Paragraph **B.3.a.** or **b.** above. However, we will not pay more than an amount equal to 5% of the Limit Of Liability shown in the Schedule for the total of all loss to trees, shrubs, plants or lawns. No more than \$500 of this amount will be payable for any lawn or any one tree, shrub or plant. We do not cover property grown for "business"; and

d. Additional Living Expense, but only when this endorsement is attached to a property insurance policy that includes the Basic, Broad or Special Coverage Form.

(1) Additional Living Expense means any necessary increase in living expenses you incur, so that your household can maintain its normal standard of living, if the escape of liquid fuel:

(a) Results in loss or expense payable under Paragraph **B.3.a.** or **b.** above; and

(b) Makes that part of the dwelling building or residential unit where you reside not fit to live in.

(2) Payment for Additional Living Expense will be for the shortest time required:

(a) To make that part of the dwelling building or residential unit where you reside fit to live in; or

(b) For your household to settle elsewhere, if you permanently relocate.

This period of time applies even if it extends past the expiration date of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

(3) The following coverages in the property insurance policy do not apply to the coverage provided under this Paragraph B. Property Remediation For Escaped Liquid Fuel:

- (a) Coverage D – Fair Rental Value;
- (b) Any Coverage E – Additional Living Expense; and
- (c) Other Coverages, Paragraph E.5. Rental Value (Basic Coverage Form) and Paragraph F.5. Rental Value and Additional Living Expense (Broad and Special Coverage Forms).

This Additional Living Expense is included in the Limit of Liability that applies to the property remediation for escaped liquid fuel. If the amount to be paid for the property remediation plus the Additional Living Expense is more than the Limit of Liability for the property remediation for escaped liquid fuel, an additional 20% of that limit is available for such Additional Living Expense.

4. Deductible

a. The deductible amount, not to exceed the lesser of:

- (1) The deductible amount under this policy equal to that which applies to the peril of fire; or
- (2) \$1,000;

applies to loss or expense covered under this additional coverage. We will pay only that part of the total of all loss or expense payable under this additional coverage that exceeds that deductible amount.

b. If the peril of fire is not covered under the policy to which this endorsement is attached, a deductible of \$250 will apply to the total of all loss or expense payable under this coverage, unless a higher deductible amount is shown on the Declarations page.

5. Loss Or Expense Not Covered

We will not pay:

a. For any diminution or reduction in the market value of any:

- (1) "Covered real property"; or
- (2) "Covered personal property";

whether or not such property is damaged;

b. For any damages resulting from the loss of or reduction in value of a pending sale of:

- (1) "Covered real property"; or
- (2) "Covered personal property";

c. To replace any fuel;

d. For any expense to:

- (1) Demolish or remove; or
- (2) Repair, replace, rebuild or restore;

any part of a "fuel system", other than those expenses provided for in Paragraph B.3.a. or b. above; or

e. For any damages that result from an escape from:

- (1) One or more containers, tanks or vessels that are, or were, used to hold liquid fuel and are part of a "motor vehicle" or watercraft; or
- (2) Related lines or parts that are, or were, connected to a "motor vehicle" or watercraft.

6. When this endorsement is attached to a property insurance policy that includes either the Special Coverage Form or the Basic or Broad Form with or without the Special Coverage Endorsement:

a. The Perils Insured Against Paragraph 2.c.(8)(e) in the Special Coverage Form or the Special Coverage Endorsement does not apply to the extent that coverage is provided by this Property Remediation For Escaped Liquid Fuel Coverage;

b. The General Exclusions and Other Coverages in the property insurance policy apply to this Property Remediation For Escaped Liquid Fuel Coverage; and

- c. The Conditions in such property insurance policy apply to this Property Remediation For Escaped Liquid Fuel Coverage except as provided in Paragraph **C. Conditions – Property Remediation For Escaped Liquid Fuel** below.

C. Conditions – Property Remediation For Escaped Fuel

With respect to loss or expense described in Paragraph **B. Additional Coverages** above, if this endorsement is attached to a property insurance policy:

1. Condition **A. Policy Period** is deleted; and
2. Condition **H. Other Insurance And Service Agreement** (**I.** in the Basic Form) is replaced by the following:

Other Insurance, Service Agreement And Government Funds

If loss or expense covered in Paragraph **B. Additional Coverages** above is also covered by:

- a. Other property insurance policy, we will pay only the proportion of the loss or expense that the Limit of Liability that applies under this endorsement bears to the total amount of property insurance covering the loss or expense;
- b. A service agreement, this Property Remediation For Escaped Liquid Fuel Coverage is excess over any amounts payable under any such agreement. Service Agreement means a "fuel system" service plan, property restoration protection plan, or similar service or warranty agreement, even if it is characterized as insurance; or
- c. A government fund, we will pay only the proportion of the loss or expense that the Limit of Liability that applies under this endorsement bears to the total amount payable for the loss or expense to the extent permitted by law.

All other provisions of the policy not specifically modified by this endorsement apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RATING INFORMATION PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL COVERAGE

A. Determination Of Premium

The premium for the limit of liability you have selected for Property Remediation For Escaped Liquid Fuel Coverage is based on the Risk Class Number shown in the Declarations. This number was determined based on the risk description information you gave to us. These descriptions appear in the paragraphs below along with their corresponding Risk Class Numbers.

In determining the Risk Class Number, we did not include one or more fuel storage containers, tanks or vessels that are or were:

1. Used to hold liquid fuel; and
2. Connected to, or a part of, a "motor vehicle" or watercraft.

If the incorrect number was used notify:

1. Us; or
 2. If applicable, your insurance representative;
- and we will make the necessary adjustments, if any, to your premium.

B. Definitions

The definition(s) of:

1. "Covered real property" is found in Endorsement **FP 34 09** attached to this policy.
2. "Described location" is found in your policy form.

C. Escaped Fuel Hazard

1. Liquid fuel storage containers, tanks or vessels are located on:
 - a. "Covered real property";
 - b. The location of the dwelling building or residential unit; or
 - c. A "described location"; and
2. One or more liquid fuel storage containers, tanks or vessels at a location described in Paragraph **C.1.** are:
 - a. Partially or completely buried BELOWGROUND (inside or outside of a building or structure).....**100**
 - b. All completely ABOVEGROUND (inside or outside of a building or structure)**200**