

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – RHODE ISLAND

OTHER COVERAGES

10. In Forms **DP 00 02** and **DP 00 03**, **Collapse** is replaced by the following:

10. Collapse

a. With respect to this Other Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) 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.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) Perils Insured Against that apply to Coverage **C** – Personal Property. These perils apply to covered building and personal property for loss insured by this Other Coverage;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under Items (2), (3), (4), (5) and (6) unless the loss is a direct result of the collapse of a building or any part of a building.

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

11. In Forms **DP 00 02** and **DP 00 03**, **Glass or Safety Glazing Material** is replaced by the following:

11. Glass Or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
- (2) On the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Other Coverage **11.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

The following Other Coverage is added to all forms except **DP 00 01**. When you are a tenant of a Described Location covered under this policy, the words 'covered building' used below, refer to property at such a Described Location covered under Other Coverage **3**. Improvements, Alterations And Additions.

12. Ordinance Or Law

- a. The Ordinance Or Law limit of liability determined in **b.** or **c.** below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. If you are an owner of a Described Location, and that location:
 - (1) Is insured for Coverage **A** or Unit-Owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage **A** or Unit-Owners Building Items at each Described Location; or
 - (2) Is not insured for Coverage **A** or Unit-Owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage **B** at each Described Location.
- c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location.
- d. 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, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

e. We do not cover:

- (1) The loss in value to any covered building or other 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 test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.
- Pollutants means 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.

This coverage is additional insurance.

GENERAL EXCLUSIONS

1. Ordinance Or Law is replaced by the following:

1. Ordinance Or Law, meaning any ordinance or law:
 - a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **1.a.** in Form **DP 00 02**, **A.1.a.**, in Form **DP 00 01**, and **1.a.(1)** in Form **DP 00 03**, does not apply to the amount of coverage that may be provided under Other Coverages, Glass Or Safety Glazing Material or Ordinance Or Law;
 - b. The requirements of which result in a loss in value to property; or
 - c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means 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.

This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion **A.1.** in Form **DP 00 01** and Exclusion **1.a.** in Form **DP 00 03**.)

2. For all forms other than **DP 00 01, Earth Movement** is deleted and replaced by the following:

2. Earth Movement, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- a. Fire; or
- b. Explosion;

ensues and then we will pay only for the ensuing loss.

(This is Exclusion **1.b.** in Form **DP 00 03.**)

4. **Power Failure** is replaced by the following:

4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.

(This is Exclusion **1.d.** in Form **DP 00 03.**)

CONDITIONS

3. **Concealment Or Fraud** is replaced by the following:

3. Concealment Or Fraud

With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a loss, one or more persons insured under this policy have:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements;
- relating to this insurance.

11. **Suit Against Us** is replaced by the following:

11. Suit Against Us

No action can be brought on this policy for the recovery of any claim for direct loss or damage by fire or lightning, unless the policy provisions have been complied with and the action is started within two years after the date of loss.

13. **Loss Payment** is replaced by the following:

13. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:

- a. Reach an agreement with you;
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with us.

15. Mortgage Clause

The following paragraph is deleted:

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date of cancellation or nonrenewal takes effect.

The following paragraphs are added:

If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** equal to or in excess of \$3500, will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If a loss payable under Coverage **A** or **B** is less than \$3500, and for which the mortgagee is otherwise entitled to payment, such payment will be paid in full to you, unless no liability exists to the mortgagor.

17. Cancellation

Paragraph **a.** and the lead-in to Paragraph **b.** are replaced by the following:

- a. You may cancel this policy at any time by returning it to us or by letting us or our agent who issued the policy know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your last address known to us by first class mail. If notice is mailed, we will maintain proof of mailing of the notice to you by United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

Such notice will also be delivered or mailed to any mortgagee, or any person other than the named insured, named in the policy, at the last address known by us. If mailed, the notice will be sent by first class mail. If notice is mailed, we will maintain proof of mailing of the notice by United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

Subparagraph (2) of Item b. is replaced by the following:

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 30 days before the date cancellation takes effect.

Subparagraphs (1), (3) and (4) of Item b. remain unchanged.

The following is added to Subparagraph (3) of Item b.:

However, if any one of the following conditions exists at any building that is covered in this policy, we may cancel this policy by letting you know at least 30 days before the date cancellation takes effect.

- (a) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (i) Seasonal unoccupancy; or
 - (ii) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
- (b) After damage by a covered peril, permanent repairs to the building:
 - (i) Have not started; and
 - (ii) Have not been contracted for; within 30 days of payment of loss.
- (c) The building has:
 - (i) An outstanding order to vacate;
 - (ii) An outstanding demolition order; or
 - (iii) Been declared unsafe by governmental authority.
- (d) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to removal that is necessary or incidental to any renovation or remodeling.

(e) Failure to:

- (i) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
- (ii) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

18. Nonrenewal is replaced by the following:

18. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you or mailing to you by first class mail, at your last address known to us, written notice at least 30 days before the expiration date of this policy. If notice is mailed, we will maintain proof of mailing of the notice to you by United States Postal Service certificate of mailing. This receipt will be sufficient proof of notice.

Such notice will also be delivered or mailed to any mortgagee, or any person other than the named insured, named in the policy, at the last address known to us. If mailed, the notice will be sent by first class mail. If notice is mailed, we will maintain proof of mailing of the notice by United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

19. Liberalization Clause is replaced by the following:

19. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

The Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of our policy; or

b. An Amendatory Endorsement.

The following condition is added:

26. Vacancy

We shall not be liable for loss caused by fire or lightning occurring while a described building is vacant whether intended for occupancy by owner or tenant beyond a period of 30 consecutive days subsequent to the date on which an order is issued by the local building inspector pursuant to 23-27.3-124 of the general laws as amended.

The following condition is added for policies covering a 1 through 4 family dwelling not occupied in any part by the named insured:

27. Liens

Before we pay your valid claim which is:

- a.** Greater than \$10,000;
- b.** Caused by fire or explosion; and
- c.** For damage to your dwelling or other structures;

you must submit to us a certificate issued by your tax jurisdiction, showing:

- a.** That no lien exists on your property; or
- b.** The amount of any lien on your property.

We will place the loss proceeds equal to the amount of the lien up to the amount payable under this policy into an interest bearing account if:

- a.** Such a lien exists; or
- b.** You do not submit the certificate to us within 30 days after you file your proof of loss.

We will release the loss proceeds account to you if:

- a.** You can show that you did not receive the certificate within 15 days of your request to the tax authority by certified mail; or
- b.** The tax authority certifies that you:
 - (1)** Have paid the lien; or
 - (2)** Will repair or rebuild on the Described Location.

All other provisions of this policy apply.