

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – RHODE ISLAND

The **Definitions** Section is replaced by the following:

Definitions

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and:

1. The spouse; or
2. A party who, with the "named insured", has entered into a civil union recognized under Rhode Island law;

if a resident of the same household.

"We", "us" and "our" refer to the Company providing this insurance.

CONDITIONS

Paragraph **J. Suit Against Us** is replaced by the following:

J. 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.

(This is Condition **K.** in Form **DP 00 01.**)

Paragraph **L. Loss Payment** is replaced by the following:

L. 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:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

(This is Condition **M.** in Form **DP 00 01.**)

Paragraph **1. of N. Mortgage Clause** is replaced by the following:

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** equal to or in excess of \$3,500, 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 \$3,500, 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.

(This is Condition **O.** in Form **DP 00 01.**)

Paragraphs **1.** and **2.** of **P. Cancellation** are replaced by the following:

1. 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.
2. 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 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.

Subparagraph **b.** of Paragraph **2.** is replaced by the following:

- b.** 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 **a.**, **c.** and **d.** of Paragraph **2.** remain unchanged.

The following is added to Subparagraph **c.** of Paragraph **2.**:

However, if any one of the following conditions exist 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.

- (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) 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.
- (2) After damage by a covered peril, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for; within 30 days of payment of loss.
- (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
- (4) 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.
- (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) 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.

(This is Condition **Q.** in Form **DP 00 01.**)

Paragraph **Q. Nonrenewal** is replaced by the following:

Q. 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.

(This is Condition **R.** in Form **DP 00 01.**)

The following condition is added:

Z. 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.

(This is Condition **AA.** in Form **DP 00 01.**)

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

AA.Liens

1. Before we pay your valid claim which is greater than \$10,000 and is caused by the peril of fire or explosion, and 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.
2. 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.

3. 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.

(This is Condition **AB.** in Form **DP 00 01.**)

All other provisions of this policy apply.