

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL AND LIMITED ESCAPED LIQUID FUEL LIABILITY COVERAGES – MASSACHUSETTS**

### **SCHEDULE**

<b>1.</b>	<b>Limited Escaped Liquid Fuel Liability Limit Of Liability</b>	<b>\$</b>
<b>2.</b>	<b>Property Remediation For Escaped Liquid Fuel Limit Of Liability</b> This <b>Property Remediation For Escaped Liquid Fuel Limit Of Liability</b> applies to the "residence premises" as defined in Paragraph <b>a.</b> , <b>b.</b> or <b>c.</b> of Definition <b>11.</b> "Residence premises" in this endorsement and any of the following locations as defined in Paragraph <b>d.</b> of Definition <b>11.</b> "Residence premises":	<b>\$</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### **A. Definitions**

The definitions applying to the policy form, other than Definition **11.** "Residence premises", apply to this endorsement. Definition **11.** "Residence premises" is replaced by the following. Definitions **12.** through **14.** are added only with respect to the coverage provided by this endorsement.

**11.** "Residence premises" means:

- a.** The one-family dwelling where you reside;
- b.** The two-, three- or four-family dwelling where you reside in at least one of the family units; or
- c.** That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations; and

- d.** Any location shown in the Schedule of this endorsement.

"Residence premises" also includes other structures and grounds at the locations described in **a.** through **d.** above.

**12.** "Covered real property". The following applies only to the Section **I** – Property Coverages – Property Remediation For Escaped Liquid Fuel:

**a.** "Covered real property" means:

- (1)** A one-, two-, three- or four-family dwelling building, or condominium or cooperative unit, owned by an "insured" and shown in the Schedule under Paragraph **2.**;
- (2)** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling building on the "residence premises"; and
- (3)** Land, other than farm land:
  - (a)** Which is within the "residence premises";
  - (b)** Which is owned by an "insured"; and
  - (c)** On which a building or unit described in **12.a.(1)** or **(2)** is located.

- b. "Covered real property" does not include:
  - (1) Water; or
  - (2) Trees, shrubs, plants or lawns, except to the extent provided in **B.3.c.** of this endorsement.
- 13. "Covered personal property". The following applies only to the Section **I** – Property Coverages – Property Remediation For Escaped Liquid Fuel:
  - a. "Covered personal property" means personal property:
    - (1) Owned or used by an "insured" and covered under Coverage **C** of this policy; and
    - (2) Located on the "residence premises".
  - b. Loss to such property shall be subject to those Coverage **C** Special Limits Of Liability that apply.
  - c. "Covered personal property" also includes the building additions and alterations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you.
- 14. "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 building;
      - (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 on:
      - (a) "Covered real property"; or
      - (b) An "insured 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 **14.a.**;

- c. Filler pipes and flues connected to one or more containers, tanks or vessels described in **14.a.**;
- d. A boiler, furnace or water heater, the liquid fuel for which is stored in a container, tank or vessel, described in **14.a.**, and which is located on:
  - (1) "Covered real property"; or
  - (2) An "insured location";
- e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in **14.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 **14.a.**

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

## **B. Section I – Property Coverages**

The following coverage is added:

### **Property Remediation For Escaped Liquid Fuel**

- 1. With respect to any one "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 **3.** below.
- 2. The limit shown in the Schedule for this coverage is the most we will pay for any one "occurrence" of all loss or expense payable under **3.** below regardless of the:
  - a. Number of locations insured under this endorsement; 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 a "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 **a.** or **b.(1), (2) and (3)** above;

- c. Loss to trees, shrubs, plants or lawns that you own and which are located on the "residence premises", but only if there is loss or expense caused by the same escape which is payable under **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**

- (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 **3.a.** or **b.** above; and
  - (b) Makes that part of the "residence premises" 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 "residence premises" 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) Section **I** – Property Coverages, Coverage **D** – Loss Of Use in the policy form does not apply to this endorsement.

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**

The deductible amount, not to exceed the lesser of:

- a. The deductible amount under this policy equal to that which applies to the peril of fire; or
- b. \$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.

**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 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 **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 a 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 the Special Personal Property Coverage – Form **HO 00 04** Only Endorsement is attached, Paragraph **2.j.(5)** in that endorsement, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

7. When the Special Personal Property Coverage – Form **HO 00 04** Only Endorsement is not attached but the Special Computer Coverage Endorsement is attached, Paragraph **2.b.(9)(e)** in the Special Computer Coverage Endorsement, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

8. The Additional Coverages under Section **I** – Property Coverages and the Section **I** – Exclusions apply to this Property Remediation For Escaped Liquid Fuel Coverage.

9. The Section **I** – Conditions apply to this Property Remediation For Escaped Liquid Fuel Coverage, except as provided in **C. Section I** – Conditions below.

#### **C. Section I – Conditions – Property Remediation For Escaped Fuel**

With respect to loss or expense described in **B. Section I** – Property Coverages, Section **I** – Condition **F. Other Insurance And Service Agreement** in the policy form is replaced by the following:

##### **Other Insurance, Service Agreements And Government Funds**

If loss or expense covered in **B. Section I** – Property Coverages above is also covered by:

1. Other insurance, 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 insurance covering the loss or expense.

2. A service agreement, then 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.

3. 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.

#### **D. Section II – Liability Coverages**

##### **Limited Escaped Liquid Fuel Liability Coverage**

1. With respect to "bodily injury" or "property damage" described in **D.2.** below, the coverages provided by Section **II** – Liability Coverages, Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others in the policy form, and the Limits Of Liability stated on the Declarations page do not apply.

2. This coverage applies if a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" involving the escape of fuel from a "fuel system". However, this limited coverage does not apply to an "occurrence" of fire or explosion that results from such escaped fuel. Damages resulting from such an "occurrence" of fire or explosion are subject to the Coverage **E** limit of liability of the policy to which this endorsement is attached.

**NO OTHER ESCAPED LIQUID FUEL LIABILITY COVERAGE APPLIES UNDER THIS POLICY EXCEPT AS PROVIDED IN D.2. ABOVE AND E. BELOW.**

3. If coverage applies as stated in **D.2.** above, we will:

a. Pay up to the Limit Of Liability stated in the Schedule for damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

- b. Provide a defense at our expense by counsel of our choice even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the Limit Of Liability stated in the Schedule for damages resulting from "bodily injury" or "property damage" described in **D.2.** above has been exhausted by payment of a judgment or settlement.

- 4. With respect only to applying the provisions of this coverage as described in **D.2.** above, "bodily injury" or "property damage" caused in whole or in part by an "occurrence" described in **D.2.** above shall be deemed to have been caused solely by such an "occurrence" regardless of any other covered cause or event contributing to the "bodily injury" or "property damage".
- 5. The Section II – Additional Coverages in the policy form apply with respect to this coverage as described in **D.** above except as provided in **E. Section II – Additional Coverages** below.
- 6. The Section II – Conditions in the policy form apply with respect to this coverage as described in **D.** above except as provided in **F. Section II – Liability Conditions** below.

#### **E. Section II – Additional Coverages**

With respect to coverage described in **D. Section II – Liability Coverages** above, Additional Coverage **D. Loss Assessment** in the policy form is replaced by the following:

##### **Loss Assessment**

- 1. We will pay up to the Limit Of Liability stated in the Schedule for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
  - a. An "occurrence" involving the escape of fuel from a "fuel system"; or
  - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
    - (1) Is elected by the members of a corporation or association of property owners; and

- (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

- 2. We do not cover assessments charged against you or a corporation or association of property owners:
  - a. As required by law; or
  - b. In response to a request, demand or order by a governmental authority or court of law.
- 3. Regardless of the number of assessments, the Limit Of Liability stated in the Schedule is the most we will pay for loss arising out of:
  - a. Any one "occurrence", including continuous or repeated exposure to the same general harmful conditions; or
  - b. A covered act of one or more directors, officers or trustees. An act involving more than one director, officer or trustee is considered to be a single act.

This Loss Assessment coverage is included in the Limit of Liability that applies to the Limited Escaped Liquid Fuel Liability Coverage Limit Of Liability stated in the Schedule. If the amount to be paid for the Limited Escaped Liquid Fuel Liability Coverage plus the loss assessment is more than the Limit Of Liability stated in the Schedule, an additional 25% of that limit is available for such loss assessment.

- 4. Section II – Condition I. Policy Period in the policy form to which this endorsement is attached does not apply to this coverage.

#### **F. Section II – Liability Conditions**

With respect to coverage described above in **D. Section II – Liability Coverages**:

- 1. Conditions **D. Duties Of An Injured Person – Coverage F – Medical Payments To Others** and **E. Payment Of Claim – Coverage F – Medical Payments To Others** in the policy form are deleted; and

2. Condition **A. Limit Of Liability** in the policy form is replaced by the following:

**Limit Of Liability**

Our total liability for all damages resulting from any one "occurrence" of "bodily injury" or "property damage" during the policy period will not be more than the Limited Escaped Liquid Fuel Liability Coverage Limit Of Liability stated in the Schedule. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;

- b. Number of persons injured;  
c. Number of persons whose property is damaged;  
d. Number of "insureds"; or  
e. Number of claims made.

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