

HOMEOWNERS UNIT OWNERS COVERAGE FORM

This Form together with Common Provisions Form MPL 01, the Declarations, and any applicable endorsements listed in the Declarations complete your Homeowners Policy.

1. COVERED CAUSES OF LOSS

Subject to all applicable provisions of this policy, property covered under Coverage C is insured for fortuitous direct physical loss that results from the following causes of loss:

- Fire (hostile fire) or Lightning.
• Bursting of Fixtures: sudden accidental bulging, burning, cracking, or tearing apart of air conditioning or heating equipment, or home water heating appliances.
• Electricity: sudden accidental damage from an electrical current.
• Explosion.
• Falling Objects: damage to other property caused by falling objects.
• Freezing: freezing of air conditioning, heating, or plumbing equipment, or home appliances.
• Riot or Civil Commotion.

- Smoke: sudden accidental damage from smoke.
• Theft: theft or attempted theft, including disappearance of property from a known place if it is probable that the property was stolen.
• Vandalism: malicious damage to property.
• Vehicles or Aircraft.
• Water Damage: accidental discharge or overflow of water or steam – other than that caused by freezing – from within air conditioning, heating, or plumbing equipment, or home appliances.
• Weight of Ice, Sleet, or Snow: damage to other property within a building caused by the weight of ice, sleet, or snow.
• Wind or Hail.

2. COVERAGE C SPECIAL LIMITS

The limits shown below are the maximum per occurrence limit for that category. Any revised limits are shown elsewhere in this policy.

Table with 2 columns: Category (A-L) and Limit (\$). Includes items like Campers and trailers, Computers, Furs, Guns, Jewelry, Money, Property used in business, etc.

3. SUPPLEMENTAL COVERAGE LIMITS

The limits shown below are the maximum per occurrence limit for that category. Any revised limits are shown elsewhere in this policy.

Section I — Property

Table with 2 columns: Category (1.B-11) and Limit (\$ or % of Coverage C). Includes items like Lawns and Decorative Plants, Computer Media, Credit Card Coverage, Debris Removal Coverage, etc.

Section II — Liability

Table with 2 columns: Category (2, 9) and Limit (\$). Includes items like Damage to Property of Others Coverage, Loss Assessment Coverage.

#### 4. ADDITIONAL POLICY PROVISIONS

##### Section I B — Supplemental Coverages

Coverages 11 and 12 are added:

##### 11. Building Code or Law Coverage

- (a) Coverage C is extended to cover the loss or expenses described in (1), (2), and (3) that ensues as a direct consequence of a covered loss at the *residence premises*. *We* cover such for an amount determined by applying the applicable factor shown in Supplemental Coverage Limit 11 on page 1 to the Coverage C limit of liability shown in the Declarations. The losses or expenses covered are:
- (1) The loss caused by enforcement of any building, land use, or zoning code or law in force on the date of the covered loss, that:
    - Requires the demolition of parts of the same property not damaged by a covered cause of loss.
    - Regulates the construction or repair of buildings.
    - Establishes the building, land use, or zoning requirements at the described premises.
  - (2) The increased expense *you* incur to construct, rebuild, or repair the property caused by enforcement of building, land use, or zoning code or law in force on the date of the covered loss. The property must be intended for the same use or occupancy as the current property unless otherwise prohibited by such code or law.
  - (3) The expense *you* incur to demolish undamaged parts of property and clear the site of such parts, caused by enforcement of building, land use, or zoning code or law in force on the date of the covered loss.
- (b) *We* are not liable for payment under this Supplemental Coverage:
- (1) Until the property is repaired or replaced by *you* or *us* as soon as possible after the loss at the same premises. The repair or replacement must be made within the time period described in condition 2.B.1. – Replacement Coverage of Section I E – Conditions in form MPL 01. *We* may waive, in writing, the requirement to replace at the same location if building laws prohibit replacement at the described location, or for any other reason acceptable to *us*.
  - (2) For any loss or expense arising out of the enforcement of any code, directive, law, ordinance, or regulation requiring any *insured* or others to clean up, contain, detoxify, monitor, neutralize, remove, test for or treat asbestos, or *pollutants*.

(c) *Our* maximum liability under this Supplemental Coverage (items (a) (1), (2), and (3) combined), subject to the limit of liability shown in the Declarations and the limitations on *our* liability described in Condition 2 – How Losses are Settled of Section I E – Conditions in form MPL 01, is the sum of the following:

- (1) The cost to demolish the property and clear the site, and
- (2) The cost to reconstruct or replace the property on the described premises.

(d) This Supplemental Coverage does not apply to buildings or structures on an *actual cash value* basis.

##### 12. Unit Owner's Property

###### (a) Covered Property

The following unit owner's property is covered within the general limit for Coverage C:

- Permanent additions, alterations, appliances, decorations, fixtures, and other similar improvements made or acquired at *your* expense that are both part of the structure and within the unit where *you* or *your* tenant reside.
- Property that is *your* exclusive insurance responsibility under a property owners' agreement.
- Real property pertaining to *your* exclusive use of the *residence premises*.
- Related structures owned by *you* that are located at the *residence premises* and used exclusively by *your* household.

###### (b) Covered Causes of Loss

Any other fortuitous direct physical loss not otherwise excluded by this policy.

###### (c) Section I D – Losses Not Insured

Exclusion 13.B. (1) does not apply.

###### (d) Section I E – Conditions

The following is added to condition 2.B. – Types of Loss Settlement:

Loss to such property is covered on a replacement coverage basis unless this insurance is excess and the primary insurance provides *actual cash value* coverage.

###### (e) Sections I and II – General Conditions

The following is added to condition 6.B. – Other Insurance:

If at the time of loss there is insurance in the name of the property owners' association covering the property described above, then this insurance is excess insurance.

#### 5. OPTIONAL ENDORSEMENTS

##### A. Condominium Rented to Others – Endorsement MHO 45

If Endorsement MHO 45 is listed in the Declarations, it is understood by *us* that *your* unit is customarily rented by *you* to others. Special Limit 2.I does not apply to property in the unit rented by *you* to others.

##### B. Townhouse or Row House – Endorsement MPL 67, MPL 68, or MPL 69

If endorsement MPL 67, MPL 68, or MPL 69 is listed in the Declarations, it is understood by *us* that the covered

dwelling is part of a row house or townhouse complex: MPL 67 – up to 4 units; MPL 68 – 5 to 8 units; MPL 69 – 9 or more units.

##### C. Protective Devices – Endorsement MPL 70

If endorsement MPL 70 is listed in the Declarations, the premium reflects installation of a smoke detector, or other protective devices or systems. *You* agree that *you*, and those *you* designate to care for the premises, will maintain all such in active working order, and to immediately notify *us* of any change in such status.