

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – HAWAII

As used in this endorsement, "domestic abuse" means:

1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family members;
2. Sexual assault of one family or household member by another;
3. Stalking of one family or household member by another family or household member; or
4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

SECTION I – PROPERTY COVERAGES

COVERAGE C – PERSONAL PROPERTY

SPECIAL LIMITS OF LIABILITY

Items **10.** and **11.** are deleted and replaced by the following (these are Items **7.** and **8.** in Form **HO 00 08**):

- 10.** \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a.** Accessories or antennas; or
 - b.** Tapes, wires, records, discs or other media;for use with any electronic apparatus described in this Item **10.**
- 11.** \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
 - a.** Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - b.** Is away from the "residence premises"; and
 - c.** Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a.** Accessories and antennas; or
 - b.** Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this Item
- 11.**

PROPERTY NOT COVERED

Item **3.b.** is deleted and replaced by the following:

- 3.** Motor vehicles or all other motorized land conveyances. This includes:
 - b.** Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
 - (1)** Accessories or antennas; or
 - (2)** Tapes, wires, records, discs or other media;for use with any electronic apparatus described in this Item **3.b.**

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a.** Used to service an "insured's" residence; or
- b.** Designed for assisting the handicapped;

COVERAGE D – LOSS OF USE

For all forms other than **HO 00 04** and **HO 00 06**, Item **1.** is deleted and replaced by the following:

- 1.** If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

For Forms **HO 00 04** and **HO 00 06**, Item **1.** is deleted and replaced by the following:

- 1.** If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

ADDITIONAL COVERAGES

9. Glass or Safety Glazing Material is deleted and replaced by the following:

9. Glass Or Safety Glazing Material

a. We cover:

(1) For all forms other than **HO 00 04** and **HO 00 06**, the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:

(a) Form **HO 00 04**, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and

(b) Form **HO 00 06**, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A**; and

(2) For all forms other than **HO 00 04** and **HO 00 06**, 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 for:

(a) Form **HO 00 04**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and for:

(b) Form **HO 00 06**, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A**; 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 "residence premises" 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 Additional Coverage **9**. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For Form **HO 00 08**, we will pay up to \$100 for loss under this coverage.

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

The following Additional Coverage is added to all forms except **HO 00 08**. With respect to Form **HO 00 04**, the words 'covered building' used below, refer to property covered under Additional Coverage **10**. Building Additions And Alterations.

11. Ordinance Or Law

a. You may use up to 10% of the limit of liability that applies to Coverage **A** (or for Form **HO 00 04**, you may use up to 10% of the limit of liability that applies to Building Additions And Alterations) for 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 the 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 the part of the covered building or other structure damaged by a Peril Insured Against.

b. 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.

c. 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 any "insured" 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.

(This is Additional Coverage **10.** in Form **HO 00 06.**)

SECTION I – EXCLUSIONS

1. Ordinance or Law is deleted and 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 all forms other than Form **HO 00 03** and **1.a.(1)** in Form **HO 00 03** does not apply to the amount of coverage that may be provided for under Additional 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 any "insured" 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 **1.a.** in Form **HO 00 03.**)

2. 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 exclusion does not apply to loss by theft.

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

4. Power Failure is deleted and replaced by the following:

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

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

8. Intentional Loss is deleted and replaced by the following:

8. Intentional Loss

- a. We do not provide coverage for any loss arising out of any act committed by or at the direction of an "insured" with the intent to cause a loss.
- b. However, this exclusion will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:
 - (1) Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - (2) Did not cooperate in or contribute to the creation of the loss.
- c. If we pay a claim pursuant to Paragraph **8.b.**, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.

(This is Exclusion **1.h.** in Form **HO 00 03.**)

SECTION I – CONDITIONS

Under **3. Loss Settlement** in Forms **HO 00 02** and **HO 00 03**, Paragraph **b.(4)** is deleted and replaced by the following:

- (4) We will pay no more than the actual cash value of the damage unless:
 - (a) Actual repair or replacement is complete; or
 - (b) The cost to repair or replace the damage is both:
 - (i) Less than 5% of the amount of insurance in this policy on the building; and
 - (ii) Less than \$2500.

Under **3. Loss Settlement** in Form **HO 00 06**, Paragraph **b.(2)** is deleted and replaced by the following:

- (2) If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

Item **10. Loss Payment** is deleted and replaced by the following:

10. 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 final judgment; or
- c. There is a filing of an appraisal award with us.

SECTION II – LIABILITY COVERAGES

Under **Coverage E – Personal Liability**, Item **1.** is deleted and replaced by the following in all forms and Endorsement **HO 24 73**:

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable; and

SECTION II – EXCLUSIONS

Under **1. Coverage E – Personal Liability and Coverage F – Medical Payments To Others**, Item **a.** is deleted and replaced by the following:

- a. Which is expected or intended by one or more "insureds";

SECTION II – CONDITIONS

Item **1. Limit Of Liability** is deleted and replaced by the following:

1. Limit Of Liability

- a. Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** as shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

b. Sub-limit Of Liability

Subject to Paragraph **a.** above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sub-limit is within, but does not increase the Coverage **E** limit of liability.

- c. The limit of liability in **a.** above and sub-limit in **b.** above apply regardless of the number of "insureds", claims made or persons injured.

- d. Our total liability under Coverage **F** for all medical expense payable for bodily injury to one person as the result of one accident will not be more than the limit of liability for Coverage **F** as shown in the Declarations.

However, this condition does not apply to losses that are covered under the Home Business Endorsement **HO 05 90 03 97**.

SECTIONS I AND II – CONDITIONS

Item **2. Concealment or Fraud** is deleted and replaced by the following:

2. Concealment Or Fraud

- a. Under Section **I – Property Coverages**, with respect to all "insureds" covered under this policy, concealment or misrepresentation, whether made before or after a loss, shall prevent recovery if it:

- (1) Was made with actual intent to deceive; or
- (2) Materially affects either the acceptance of the risk or the hazard assumed by us.

- b. Under Section **II – Liability Coverages**, concealment or misrepresentation by one or more "insureds" covered under this policy, whether made before or after a loss, shall prevent recovery if it:

- (1) Was made with actual intent to deceive; or
- (2) Materially affects either the acceptance of the risk or the hazard assumed by us.

5. Cancellation

The following is added to Paragraphs **b.(2)**, **(3)** and **(4)**:

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 5 days before the date cancellation takes effect.

- (a) The building has been vacant or unoccupied for 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 for the 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.

Paragraph **c.** is deleted and replaced by the following:

- c.** When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation, the return premium will be based on our short rate procedure. When we cancel, the return premium will be pro rata.

8. Subrogation

The following is added:

If we pay an "insured", who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that "insured" to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That "insured" may not waive such rights to recover against the perpetrator of the "domestic abuse".

All other provisions of this policy apply.