



AMERICAN FAMILY INSURANCE  
8617 W POINT DOUGLAS RD S STE 180  
COTTAGE GROVE MN 55016-4137

**AmFam.com**

1-800-MY AMFAM® (692-6326)

January 4, 2023

COLON, MEGHAN & ADAM  
10887 ALBERTON CT  
INVER GROVE MN 55077-5456

*REGARDING YOUR HOMEOWNERS POLICY FOR YOUR PROPERTY AT:  
10887 ALBERTON CT, INVER GROVE HEIGHTS, MN 55077-5456*

## **A change has been made to your policy**

Important documents are enclosed for your review

<b>Policy number</b>	<b>Effective date of change</b>	<b>Billing account number</b>
22-CM5265-01	12/27/2022	021-429-287-15

We care about you as an American Family Insurance customer, and we are committed to providing the support you need to protect what matters most to you.

We've enclosed an updated declarations page that indicates the effective date of the change and summarizes your policy's coverage and endorsements. Please keep this information with your policy.

This notice is not a bill. If a refund or additional payment is due because of the change, we'll send a separate notice to you.

We're here to assist you with any questions or additional information about these changes, or about your policy in general. Please contact your agent listed below or call us at 1-800-MY AMFAM (1-800-692-6326).

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

### **Your American Family Agent is:**

Tim Maluski Agcy, Inc.

[tmaluski@amfam.com](mailto:tmaluski@amfam.com)

8617 W Point Douglas Rd S Ste 180  
Cottage Grove MN 55016-4137  
651-458-3519

**DECLARATIONS****MINNESOTA HOMEOWNERS POLICY - GOLD STAR SPECIAL DELUXE FORM (ED 06/94) MN**

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.  
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI

**PLEASE READ YOUR POLICY****POLICY NUMBER** 22-CM5265-01

MORTGAGEE

REFERENCE NUMBER: 2101031230  
TRADITIONAL MORTGAGE LLC  
ITS SUCCESSORS AND/OR ASSIGNS ATIMA  
7616 CURRELL BLVD STE 110  
WOODBURY MN 55125

**NAMED INSURED**

COLON, MEGHAN & ADAM  
10887 ALBERTON CT  
INVER GROVE MN 55077-5456

**EFFECTIVE**

**FROM** 12-27-2022 **TO** 09-01-2023  
ACCT 021-429-287-15

**COVERAGES AND LIMITS PROVIDED**

001 FAMILY FRAME DWELLING	
SECTION I	LIMITS
DWELLING	\$ 800,500
PERSONAL PROPERTY ON PREMISES	\$ 600,400
PERSONAL PROPERTY OFF PREMISES 100% SUBJECT TO POLICY LIMITATION	
FUNGI OR BACTERIA	\$ 5,000
LOSS OF USE - ACTUAL LOSS SUSTAINED WITHIN 12 MONTHS OF THE LOSS	
DEDUCTIBLE AMOUNT - ALL PERIL	\$ 2,500
SECTION II	
PERSONAL LIABILITY	\$ 300,000
DANGEROUS DOG & EXOTIC ANIMAL LIABILITY	\$ 25,000
MEDICAL EXPENSE	\$ 1,000
ADDITIONAL OPTIONS/ENDORSEMENTS THAT APPLY TO YOUR POLICY:	
GOLD STAR HOMEOWNERS AMENDATORY	
AMENDATORY ENDORSEMENT FOR COMPANY NAME CHANGE	
FUNGI OR BACTERIA EXCLUSION	
BACK-UP SEWER COVERAGE - \$10,000 LIMIT - 1000 DED	
OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS	
OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE	
SCHEDULED PERSONAL PROPERTY	
PREMISES ALARM OR FIRE PROTECTION SPRINKLER SYSTEM	
MN AMENDATORY HOMEOWNERS	

THIS POLICY INCLUDES INCREASED BUILDING LIMIT COVERAGE  
UP TO 120% OF THE DWELLING LIMIT SHOWN ABOVE, SUBJECT TO  
POLICY PROVISIONS.

MINNESOTA MANDATED FIRE INSURANCE SURCHARGE - \$0.10

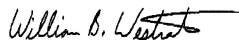
CUSTOMER LONGEVITY DISCOUNT/CLAIM FREE DISCOUNT HAVE BEEN APPLIED  
HOME & AUTO DISCOUNT HAS BEEN APPLIED

TOTAL PREMIUM DUE \$18.40

LATEST BUILDING COST INDEX IS 423

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

**AUTHORIZED  
REPRESENTATIVE**

  
President

  
Secretary

**AGENT** 011-066 **PHONE** 1-651-458-3519  
TIM MALUSKI AGCY, INC.  
8617 W POINT DOUGLAS RD S STE 180  
COTTAGE GROVE MN 55016-4137

**USER ID** CMW062  
**TC** 37  
**ENTRY DATE** 01-04-2023

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.**  
**AMENDATORY ENDORSEMENT**

A. When used in the policy, the words American Family Mutual Insurance Company now means American Family Mutual Insurance Company, S.I.

B. The following replaces any Membership, Voting, Annual Meeting and Participation provisions:

1. MEMBERSHIP AND VOTING

While this policy is in force, each insured named in the Declarations is considered an owner or policyholder and a member of the American Family Insurance Mutual Holding Company (AFIMHC) of Madison, Wisconsin. As a member, you are entitled to one vote at all meetings either in person or by proxy. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.

2. ANNUAL MEETINGS

The Annual Meetings are held at the Home Office: 6000 American Parkway, Madison, Wisconsin, on the first Tuesday of March at 2:00 P.M. Central Standard Time. Notice in this policy shall be sufficient notification.

3. DIVIDENDS

If any dividends are declared, you will share in them according to law and under conditions set by the Board of Directors.

C. The following is added:

**Your** purchase of this policy may include non-insurance products or services which **we** make available to **you**. These products or services may be provided by an outside organization or by **us**. **We** do not warrant the merchantability, fitness, value or condition of the non-insurance products or services that are not provided by **us**.

All other terms, agreements, conditions, and provisions remain unchanged.

**FUNGI OR BACTERIA EXCLUSION ENDORSEMENT**

This endorsement modifies such insurance as is afforded by this policy and replaces any Fungi or Bacteria Exclusion Endorsement previously a part of this policy.

This policy is amended as follows:

**DEFINITIONS**

The following definition is added:

**Fungi** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**EXCLUSIONS - SECTION II**

The following exclusion is added under **Coverage D - Personal Liability and Coverage E - Medical Expense** do not apply to:

**Fungi or Bacteria.** We will not cover **bodily injury** or **property damage**, arising out of or resulting from, in whole or in part, any actual, alleged or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents. Such loss is excluded regardless of any other cause, event, material or product contributing concurrently or in any sequence to such injury or damage.

We will not pay for any loss, cost or expense to abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, or assess the effects of **fungi** or bacteria, by any **insured** or by any other person or entity.

This exclusion does not apply to **bodily injury** or **property damage** arising out of any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.

All other terms remain unchanged.

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**BACK-UP OF SEWER AND SUMP PUMP OVERFLOW COVERAGE ENDORSEMENT  
COVERAGE B LISTED ITEMS  
(This is not Flood Insurance)**

This endorsement modifies such insurance as is afforded by this policy and replaces any Back-up of Sewer Coverage Endorsement or Back-up of Sewer and Sump Pump Overflow Coverage Endorsement previously a part of this policy.

**PERILS INSURED AGAINST - SECTION I**

For an additional premium, **we** cover risks of accidental direct physical loss to property described in Coverage A - Dwelling and to the following listed items for Coverage B - Personal Property:

1. Window air conditioners;
2. Clothes washers and dryers;
3. Freezers and refrigerators;
4. Ranges;
5. Portable dishwashers;
6. Portable microwave ovens; and
7. Dehumidifiers

when caused by a peril listed below, unless the loss is excluded in this policy.

1. **Sewer Back-up**, meaning only direct loss to covered property in the dwelling caused by effluent which backs up through sewers or drains which are a part of the described Coverage A - Dwelling.
2. **Sump Pump Overflow**, meaning only direct loss to covered property in the dwelling caused by water which overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water from the foundation area of the described Coverage A - Dwelling.

This coverage does not apply to **Sewer Back-up** or **Sump Pump Overflow** caused concurrently or in any sequence to the loss by water damage which is excluded in part a or c of the **Water Damage** exclusion.

**SUPPLEMENTARY COVERAGES - SECTION I**

The following SUPPLEMENTARY COVERAGES - SECTION I do not apply to coverage provided by this endorsement:

**Increased Building Replacement Coverage**  
**Pollutant Cleanup and Removal**

**EXCLUSIONS - SECTION I**

With respect to the coverages provided by this endorsement only, the following exclusions are deleted:

**Acts or Decisions**

**Earth Movement**

**Planning, Construction or Maintenance**

**Power Failure**

**Weather Conditions**

With respect to the coverages provided by this endorsement only, the following item b of the **Water Damage** exclusion is deleted:

- b. Water from any source which backs up through sewers or drains, or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the foundation area;

The following exclusions are added:

**We** will not pay for loss under this endorsement when caused by:

1. **Sewer back-up** or **sump pump overflow** which occurs or is in progress within 5 days of the effective date of this endorsement;
2. Earthquake; or
3. **Your** negligence.

**CONDITIONS - SECTION I**

The **Loss Deductible** condition is deleted and replaced by:

**Loss Deductible.** Each claim for loss to covered property will be adjusted separately and the amount of \$ \_\_\_\_\_ will be deducted from each covered loss. The deductible amount for each loss is shown in the Declarations.

The **Loss Value Determination** condition is amended with respect to **our limit** for coverage under this endorsement to include the following:

**Coverage Limit.**

1. The **limit** for this coverage is shown in the Declarations.

With respect to the coverages provided by this endorsement, the following condition is added:

**Other Insurance - Back-up of Sewer or Sump Pump Overflow.** The insurance under this endorsement is excess over any insurance available to **you** from a valid claim under a Flood Policy or Flood Endorsement. The **Other Insurance** condition under **Conditions - Section I** of the policy does not apply to loss under this endorsement.

All other terms remain unchanged.

## GOLD STAR HOMEOWNERS AMENDATORY ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Gold Star Homeowners Amendatory Endorsement previously a part of this policy.

This policy is amended as follows:

### SUPPLEMENTARY COVERAGES - SECTION I

The Supplementary Coverage of **Increased Building Replacement Coverage** is deleted and replaced by:

**Increased Building Limit Coverage.** We will settle covered losses to the dwelling under Coverage A - Dwelling and to detached garage(s) under Dwelling Extension at replacement cost up to a maximum of 120% of the **limit** applying to the damaged building, subject to the following provisions:

- a. **You** have insured **your** dwelling and detached garage(s) to a minimum of 100% of their replacement cost as estimated by **our** residential building cost guide.
- b. **You** have notified **us** within 90 days of the start of any new detached garage valued at \$5,000 or more or any additions to or remodeling of a dwelling or detached garage which increase their replacement cost value by \$5,000 or more. If **you** fail to notify **us** within 90 days, **our** payment will not exceed the **limit** applying to the building, as outlined in Conditions - Section I, under Loss Value Determination (shown below).
- c. **You** have paid any additional premium due for the increase in value.

The Increased Building Limit Coverage only applies to dwellings and detached garage(s) that are repaired or replaced after a covered loss.

This coverage does not apply to dwellings or detached garage(s) under construction until completed and occupied.

### CONDITIONS - SECTION I

The **Loss Value Determination** condition is deleted and replaced by:

#### **Loss Value Determination.**

#### a. **Personal Property, Structures, Awnings, Carpeting, Household Appliances and Outdoor Antennas.**

- (1) Loss to covered property not covered by Option 14 - Personal Property Replacement Coverage will be settled subject to the following:

**We** will pay the smaller of:

- (a) the actual cash value at the time of loss but not more than the cost to repair or replace the damaged property with property of like kind and quality; or
- (b) any policy **limit** which applies.

- (2) Loss to covered property covered by Option 14 - Personal Property Replacement Coverage will be settled as provided under Option 14 - Personal Property Replacement Coverage.

#### b. **Buildings Which Have a Permanent Foundation and Roof Insured at 100% of Replacement Cost.**

Buildings insured at 100% of replacement cost will be settled at replacement cost, subject to the following:

##### (1) **Replacement Cost.**

If at the time of loss, the Increased Building Limit Coverage as provided under the Supplementary Coverages - Section I applies, **we** will pay the cost to repair the damaged portion or replace the damaged building, provided repairs to the damaged portion or replacement of the damaged building are completed, but not exceeding the smallest of:

- (a) the cost to replace the damaged building with like construction for similar use on the same premises;
- (b) the amount actually and necessarily spent for repair of the damaged portion or replacement of the damaged building; or
- (c) 120% of the **limit** applying to the damaged building.

##### (2) **Actual Cash Value.**

If at the time of loss, the Increased Building Limit Coverage as provided under the Supplementary Coverages - Section I applies and the building is not repaired or replaced, **we** will pay the actual cash value at the time of loss of the damaged portion of the building up to the **limit** applying to the building.

#### c. **Buildings Which Have a Permanent Foundation and Roof Insured for Less than 100% of Replacement Cost.**

Buildings insured for less than 100% of replacement cost will be settled, subject to the following:

**(1) Replacement Cost.**

If at the time of loss, the Increased Building Limit Coverage as provided under the Supplementary Coverages - Section I does not apply, **we** will pay the cost to repair the damaged portion or replace the damaged building, provided repairs to the damaged portion or replacement of the damaged building are completed, but not exceeding the smallest of:

- (a) the cost to replace the damaged building with like construction for similar use on the same premises;
- (b) the amount actually and necessarily spent for repair of the damaged portion or replacement of the damaged building; or
- (c) the **limit** applying to the damaged building.

**(2) Actual Cash Value.**

If at the time of loss, the Increased Building Limit Coverage as provided under the Supplementary Coverages - Section I does not apply and the building is not repaired or replaced, **we** will pay the actual cash value at the time of loss of the damaged portion of the building up to the **limit** applying to the building.

**d. Procedures to Claim Replacement Coverage.**

If **you** receive an actual cash value settlement for damaged property covered by replacement coverage and **you** have not reached **your limit**, **you** may make a further claim under this condition for replacement cost, provided repairs to the damaged portion or replacement of the damaged building are completed within one year of the date of loss.

The following condition is added:

**Estimated Replacement Cost.** **Our** residential building cost guide may be used to develop an estimated replacement cost based on general information about **your** dwelling. It is developed from researched costs of construction materials and labor rates. This is the minimum amount for which to insure **your** dwelling. The actual cost to replace **your** dwelling may be different. **We** do not guarantee that this figure will represent the actual cost to replace **your** dwelling. **You** are responsible for selecting the appropriate amount of coverage. **You** may wish to obtain a detailed replacement cost appraisal or estimate from a contractor. **You** may select a coverage amount equal to that appraised value or that cost of construction, if the amount is greater than the replacement cost as estimated by **our** residential building cost guide, and **we** agree to that amount.

All other terms remain unchanged.

## MINNESOTA AMENDATORY HOMEOWNERS ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Minnesota Amendatory Homeowners Endorsement previously a part of this policy.

This policy is amended as follows:

### DEFINITIONS

The following applies to all policies:

The definitions added in this endorsement are in bold print. However, definitions added in this endorsement do not appear in bold print in **your** policy.

The following is added:

**Actual Cash Value** means the least of the:

- a. value of damaged property;
- b. change in value of damaged property directly due to the loss;
- c. cost to repair damaged property; or
- d. cost to replace damaged property less a deduction that reflects depreciation, age, condition, and obsolescence; at the time of loss.

**Actual cash value** may be significantly less than replacement cost.

The following is added:

**Fungi** mean any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by **fungi**.

**Pollutant** is deleted and replaced by the following:

**Pollutant.**

- a. This means any contaminant or irritant regardless if it is:
  - (1) man-made or natural;
  - (2) a solid, liquid, gas, compound; or
  - (3) thermal irritant.
- b. This includes but is not limited to:
  - (1) lead, mercury, radon, asbestos, formaldehyde;
  - (2) solvents, alkalis, acids;
  - (3) gasoline, diesel, alcohol, kerosene, heating oil, or any other type of petroleum based or bio-based fuel;
  - (4) garbage, refuse, other waste, material to be recycled; or
  - (5) any substance any governmental agency lists as a controlled chemical or hazardous substance.
- c. **Pollutant** does not mean:
  - (1) the excretion, secretion, or decomposition of any animal; or
  - (2) a contaminant or irritant from a fire loss covered by this policy.

**You** and **your** is deleted and replaced by the following:

**You** and **your** mean a named **insured** shown in the Declarations or, if living in the same household:

- a. a named **insured's** spouse; or
- b. person who has entered into a domestic partnership or civil union with a named **insured** if such partnership or union:
  - (1) is recognized under the laws of the state in which a named **insured** resides;
  - (2) grants equivalent rights and responsibilities to its members as those granted to a spouse under state law; and
  - (3) has been registered with or filed with the state or local government responsible for recording such partnerships or unions.

### SUPPLEMENTARY COVERAGES – SECTION I

The following applies to all policies:

The following is added:

**Fungi or Bacteria.**

**Fungi** or bacteria must occur on the **insured premises** and be caused by or result from a cause of loss other than **fungi** or bacteria covered by this policy. The cause of loss and the actual loss itself must occur while this policy is in effect. **Fungi** or bacteria must cause direct physical loss to property covered by this policy.

**We** will pay up to the **limit** shown in the Declarations for:

- a. the reasonable and necessary costs for work actually performed to:
  - (1) clean up, remove and dispose of **fungi** or bacteria from covered property;
  - (2) repair, restore or replace covered property damaged by **fungi** or bacteria; and
  - (3) test the air or property to confirm the absence, presence or level of **fungi** or bacteria only to the extent that there is a reason to believe that there is the presence of **fungi** or bacteria on the **insured premises**; and



- b. a necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living when a covered loss caused by **fungi** or bacteria makes that part of the **insured premises** where **you** reside uninhabitable.

This coverage does not increase the **limit** applying to the property.

No other coverages apply to **fungi** or bacteria.

The **Fungi** or Bacteria exclusion does not apply to this coverage.

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MINNESOTA HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MINNESOTA HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MINNESOTA HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MINNESOTA HOMEOWNERS POLICY CONDO -UNIT FORM 6 (HO-6); MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

The following is added:

**Ordinance, Law or Regulation.** We will cover the increased costs **you** incur due to the enforcement of any ordinance, law or regulation which requires or regulates:

- a. the construction, demolition, remodeling, renovation or repair of that part of the covered building or other structure on the **insured premises** damaged by a Peril Insured Against; or
- b. the demolition and reconstruction of the undamaged part of a covered building or other structure on the **insured premises**, when that building or other structure must be totally demolished because of damage by the Peril Insured Against to another part of that covered building or other structure.

This coverage includes any costs due to Ordinance, Law or Regulation **you** incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property on the **insured premises** as stated above. This coverage does not apply unless **you** repair or rebuild **your** property at the present location.

**We** do not cover the loss in value of any covered building or other structure on the insured premises resulting from the repair or replacement of such property.

**We** do not cover the remodeling, removal or replacement of the undamaged part of the building or other structure necessary to complete the remodeling, repair or replacement of that part of the dwelling or other structure damaged by a Peril Insured Against.

The Pollution exclusion applies to this coverage whether or not actions are taken at the direction or request of any governmental body, agency or other jurisdiction or due to the requirements of any ordinance, law or regulation.

This coverage does not reduce any similar coverage provided elsewhere in the policy. This coverage does not increase the **limit** applying to the damaged covered property.

The following applies to all policies:

The following is deleted:

#### **Pollutant Cleanup and Removal.**

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5):

**Refrigerated Food Products** is deleted and replaced by the following:

**Refrigerated Food Products.** We will pay for loss to food products in freezers or refrigerators on the **insured premises**, but not to exceed the total **limit** of \$500 for each loss for all food products, when caused by power interruption or mechanical failure.

Power interruption or mechanical failure does not include:

- a. removal of the plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Peril Insured Against.

This coverage does not increase the **limit** applying to the damaged property.

The Power Failure exclusion does not apply to this coverage.

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MINNESOTA HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MINNESOTA HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MINNESOTA HOMEOWNERS POLICY RENTERS BROAD FORM 4 (HO-4); MINNESOTA HOMEOWNERS POLICY CONDO -UNIT FORM 6 (HO-6); MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

**Refrigerated Food Products** is deleted and replaced by the following:

**Refrigerated Food Products.** We will pay for loss to food products in freezers or refrigerators on the **insured premises**, but not to exceed the total **limit** of \$250 for each loss for all food products, when caused by power interruption or mechanical failure.

Power interruption or mechanical failure does not include:

- a. removal of the plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Peril Insured Against.

This coverage does not increase the **limit** applying to the damaged property.

The Power Failure exclusion does not apply to this coverage.

## PERILS INSURED AGAINST – SECTION I

### COVERAGE A – DWELLING AND DWELLING EXTENSION and COVERAGE A – REAL PROPERTY

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MINNESOTA HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MINNESOTA HOMEOWNERS POLICY CONDO -UNIT FORM 6(HO-6); and MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

**LOSSES NOT COVERED** is deleted and replaced by the following:

#### LOSSES NOT COVERED

**We** do not cover loss to the property described in Coverage A resulting directly or indirectly from, or consisting of, or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Losses excluded under EXCLUSIONS – SECTION I.
2. **Collapse**, other than as provided in SUPPLEMENTARY COVERAGES - SECTION I, under Collapse.
3. **Continuous or Repeated Seepage** or leakage of water or steam from within a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or from within a household appliance which occurs over a period of weeks, months or years.
4. **Freezing** of a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the residence is **vacant**, unoccupied or under construction, unless **you** have taken precaution to:
  - a. maintain heat in the building; or
  - b. shut off the water supply and drain the system and appliances of water.
5. **Freezing, Thawing, Pressure or Weight of Water or Ice**, whether or not driven by wind, to:
  - a. a fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock; or
  - b. an outdoor swimming pool, outdoor sauna, outdoor whirlpool or hot tub, including filters, pipes, pumps and other related equipment.
6. **Other Causes of Loss:**
  - a. wear and tear, marring, scratching, deterioration;
  - b. inherent vice, latent or inherent defect, mechanical breakdown;
  - c. smog, rust, corrosion, frost, condensation, wet or dry rot;
  - d. smoke from agricultural smudging or industrial operations;
  - e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
  - f. insects, arachnids, bats, birds, rabbits, rodents, domestic or farm animals. This also includes any costs to test for, clean up, or remediate any excretion, secretion, or decomposition of any of these animals. This exclusion does not apply to breakage of glass that is part of a building.  
If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, **we** cover loss caused by the water or steam. **We** will only pay for the tear out and repair of any surface part of a building or structure that **we** deem necessary to access and repair any concealed part damaged by a loss covered by this policy.  
**We** do not cover loss to the system or appliance from which this water or steam escaped.  
For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.
7. **Theft** in or from a dwelling while under construction, or of materials and supplies for use in the construction, until completed and occupied.
8. **Vandalism or Malicious Mischief** or breakage of glass and safety glazing if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss. A dwelling under construction is not considered **vacant**.

However, **we** do cover any resulting loss to property described in Coverage A from items 2 through 8 above, not excluded or excepted in this policy.

The following applies when the policy includes the Gold Star Elite Endorsement, END. 585:

**LOSSES NOT COVERED – COVERAGE A AND COVERAGE B** is amended as follows:

**Other Causes of Loss** is deleted and replaced by the following:

#### Other Causes of Loss:

- a. wear and tear, marring, scratching, deterioration;
- b. inherent vice, latent or inherent defect, mechanical breakdown;
- c. smog, rust, corrosion, frost, condensation, wet or dry rot;
- d. smoke from agricultural smudging or industrial operations;
- e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, **we** cover loss caused by the water or steam. **We** also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

**We** do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.

## EXCLUSIONS – SECTION I

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MINNESOTA HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MINNESOTA HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MINNESOTA HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

### PART A

The following exclusions apply to Coverage A – Dwelling and Dwelling Extension, Coverage B – Personal Property, Coverage C – Loss of Use and the Supplementary Coverages – Section I. **We** do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

is deleted and replaced by the following:

### PART A

The following exclusions apply to Coverage A – Dwelling and Dwelling Extension, Coverage B – Personal Property, Coverage C – Loss of Use and the Supplementary Coverages – Section I. **We** do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY RENTERS BROAD FORM 4 (HO-4):

### PART A

The following exclusions apply to Coverage B -Personal Property, Coverage C -Loss of Use and the Supplementary Coverages -Section I. **We** do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

is deleted and replaced by the following:

### PART A

The following exclusions apply to Coverage B -Personal Property, Coverage C -Loss of Use and the Supplementary Coverages -Section I. **We** do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY CONDO -UNIT FORM 6 (HO-6):

### PART A

The following exclusions apply to Coverage A -Real Property, Coverage B -Personal Property, Coverage C -Loss of Use and the Supplementary Coverages -Section I. **We** do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

is deleted and replaced by the following:

### PART A

The following exclusions apply to Coverage A -Real Property, Coverage B -Personal Property, Coverage C -Loss of Use and the Supplementary Coverages -Section I. **We** do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

The following applies to all policies:

### Part A:

**Earth Movement** is deleted and replaced by the following:

#### Earth Movement.

- a. This means any loss caused by, resulting from, contributed to, or aggravated by:
  - (1) earthquake;
  - (2) landslide, rockslide, avalanche, subsidence, sinkhole, erosion, mudflow, mudslide, lahar;
  - (3) earth sinking, rising, shifting, expanding, contracting;
  - (4) the eruption, explosion, or effusion of a volcano; or
  - (5) any of the following:
    - (a) site selection;
    - (b) machines;
    - (c) vehicles;
    - (d) mining;
    - (e) fracking;
    - (f) sequestration of carbon dioxide or any other gas, solid, or liquid; or
    - (g) earth moving, excavation, fill, or compaction.
- b. This exclusion applies whether or not earth movement:

- (1) takes place at or away from the location of damaged property;
  - (2) combines with water, snow, ice, or rain; or
  - (3) is sudden, repeated, interrupted, gradual, or slow.
- c. However, **We** do cover an ensuing loss when such loss is caused by:
- (1) fire;
  - (2) theft; or
  - (3) explosion other than the explosion of a volcano.

The following is added:

**Fungi or Bacteria**, meaning the presence, growth, proliferation, spread or any activity of **fungi** or bacteria.

The following is added:

**Loss in Value.**

**We** do not cover any loss in value of any property resulting from the repair or replacement of such property.

**Ordinance, Law or Regulation** is deleted and replaced with the following:

**Ordinance, Law or Regulation** meaning enforcement of any ordinance, law or regulation which regulates the construction repair or demolition of a building or other structure, unless specifically provided under this policy. This includes, but is not limited to the removal and disposal of damaged or undamaged property which results from such enforcement. **We** do cover loss caused by actions of civil authorities to prevent the spread of fire caused by an insured peril.

Any loss settlement condition which excludes the increased cost attributable to an ordinance, law or regulation does not apply to the extent that coverage for such increased cost is provided by exception under this exclusion.

The following is added:

**Undamaged Part.**

**We** will not pay to repair or replace any undamaged part of any system when any other part of such system is damaged by a covered loss.

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MINNESOTA HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MINNESOTA HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MINNESOTA HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MINNESOTA HOMEOWNERS POLICY CONDO -UNIT FORM 6 (HO-6); MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

Under

**Part C**

The following is added:

**Hail Cosmetic Damage to Metal Roofing Components.**

**We** will not pay for any damage caused by hail to any metal vent, flashing, drip edge, ridge, valley, accessory, or trim unless such metal component:

- a. will no longer:
  - (1) prevent water from entering the building; or
  - (2) perform any other intended function; or
- b. is attached to a roof plane that has had its roofing surface damaged by hail to the extent that the roofing surface must be replaced. Roofing surface includes but is not limited to shingles, shakes, tiles, slates, panels, sheets, rolled materials, or any type of built-up surface.

However, this exclusion does not apply when **we** determine that such dwelling or other structure is a total loss.

## CONDITIONS – SECTION I

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MINNESOTA HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MINNESOTA HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MINNESOTA HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MINNESOTA HOMEOWNERS POLICY CONDO -UNIT FORM 6 (HO-6); MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3) or when a policy includes the Gold Star Homeowners Amendatory Endorsement, END 587:

The following is added to **Loss Value Determination**:

Replacement cost coverage for a damaged dwelling, real property or structure does not include any cost to repair or replace damaged property due to the requirements of any ordinance, law or regulation. However, ordinance, law or regulation coverage is provided in SUPPLEMENTARY COVERAGES – SECTION I, Ordinance, Law or Regulation coverage in this endorsement.

The following applies when this endorsement amends a MINNESOTA HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MINNESOTA HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MINNESOTA HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MINNESOTA HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MINNESOTA HOMEOWNERS POLICY CONDO -UNIT FORM 6 (HO-6); MINNESOTA CUSTOM VALUE

HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MINNESOTA CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

The following is added:

**Duplicate Payment.** The amount **we** pay **you** for any Loss Settlement under Coverage A:

- a. will not duplicate any amount **we** have already paid **you** for any previous loss or losses to the same damaged property when such property has not been repaired or replaced; and
- b. will be reduced by the amount **we** previously paid **you** that **you** have not actually spent to repair or replace such property.

The following is added:

**Matching of Undamaged Property.** **We** will not pay to repair or replace undamaged property due to mismatch between undamaged material and new material used to repair or replace damaged material because of:

- a. texture, dimensional differences;
- b. color, fading, oxidation, weathering differences;
- c. wear and tear, marring, scratching, deterioration; or
- d. obsolescence or discontinuation.

**We** do not cover the loss in value to any property due to mismatch between undamaged material and new material used to repair or replace damaged material.

## LIABILITY COVERAGES- SECTION II

Under:

### COVERAGE D - PERSONAL LIABILITY COVERAGE:

The following applies to all policies:

The following is added:

#### **Dangerous Dog and Exotic Animal Liability Limit.**

The dangerous dog and exotic animal liability **limit** shown in the Declarations is the most **we** will pay for compensatory damages for which an **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** arising out of:

- a. a dangerous dog **you**, any **insured**, or any member of **your** household owns or has in his or her care, custody, or control.
  - (1) Dangerous dog means any dog:
    - (a) trained or used as an attack or guard dog;
    - (b) previously deemed to be vicious, aggressive, or dangerous as defined by any state or local law, regulation, or ordinance; or
    - (c) that has a prior history of biting or vicious act that:
      - i. resulted in death to a person;
      - ii. required any type of professional medical treatment; or
      - iii. was reported to any governmental agency.
  - (2) A dangerous dog does not mean a trained attack or guard dog that is currently, or was previously, owned by a governmental agency and is in **your**, any **insured's**, or any member of **your** household's, care, custody, or control.
- b. an exotic animal **you**, any **insured**, or any member of **your** household owns or has in his or her care, custody, or control.
 

Exotic animal means a:

  - (1) non-domesticated feline;
  - (2) non-human primate;
  - (3) venomous or poisonous animal;
  - (4) caiman, alligator, or crocodile;
  - (5) bear;
  - (6) wolf;
  - (7) jackal;
  - (8) fox; or
  - (9) coyote;

including any hybrid of these animals.

## EXCLUSIONS – SECTION II

The following applies to all policies:

Under:

**Coverage D – Personal Liability and Coverage E – Medical Expense** do not apply to:

**Abuse** is deleted and replaced by the following:

#### **Sexual Molestation or Misconduct, Corporal Punishment, Physical or Mental Abuse.**

**We** will not cover **bodily injury** or **property damage** arising out or resulting from sexual molestation or misconduct, corporal punishment, physical or mental abuse.

- a. This includes any actual or alleged:
  - (1) sexual molestation or misconduct by any **insured**:
    - (a) including but not limited to personal interaction or photographic, video, or any other display of sexual activity;
    - (b) regardless of whether or not consent is given;
  - (2) corporal punishment; or
  - (3) physical or mental abuse resulting from acts or omissions of any **insured**;
- b. This exclusion applies regardless of:
  - (1) intent to cause injury; or
  - (2) the theory of relief pursued, asserted, or claimed by anyone seeking compensation under this policy.

The following is added:

**Excretion, Secretion, or Decomposition of any Animal.** We will not cover **bodily injury** or **property damage** arising out of or resulting from excretion, secretion, or decomposition of any animal.

**Illegal Consumption of Alcohol** is deleted and replaced by the following:

**Alcohol Supply to Underage Persons.**

We will not cover **bodily injury** or **property damage** arising out of an **insured** who:

- a. knowingly permits;
- b. takes action to enable; or
- c. fails to take reasonable action to prevent;  
any person under the legal age to consume alcohol.

**Intentional Injury** is deleted and replaced by the following:

**Expected or Intended.** We will not cover **bodily injury** or **property damage** arising out of an expected or intended act or omission.

- a. This includes any type of **bodily injury** or **property damage** that an **insured**:
  - (1) intends; or
  - (2) may expect to result from any intentional act or omission.
- b. This exclusion applies even if the **bodily injury** or **property damage** is:
  - (1) of a different kind, quality, or degree than intended;
  - (2) to a different person or property than intended;
  - (3) the result of a willful and malicious act, no matter at whom the act was directed;
  - (4) unexpected or unforeseen by the person injured or the owner of the property damaged; or
  - (5) sustained regardless of whether an **insured**:
    - (a) is under the influence of alcohol or any controlled substance;
    - (b) lacks the mental capacity to govern his or her conduct; or
    - (c) is deemed not to have had the mental capacity to form the legal intent to commit the act or omission.
- c. This exclusion applies regardless of the theory of relief pursued, asserted, or claimed by anyone seeking compensation under this policy.

**Pollution Damage** is deleted and replaced by the following:

**Pollution.** We will not cover **bodily injury** or **property damage** arising out of pollution.

- a. This includes any actual, alleged, or threatened:
  - (1) discharge, dispersal, release, escape, seepage, trespass, wrongful entry, migration; or
  - (2) ingestion, inhalation, or absorption;  
of any **pollutant** from any source.
- b. This includes any cost or expense to:
  - (1) abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose; or
  - (2) in any way respond to, or assess the effects;  
of any **pollutant** from any source.

However, this exclusion does not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a hostile fire.

Under

**Coverage D – Personal Liability** does not apply to:

**Punitive Damages** is deleted and replaced by the following:

**Punitive, Statutorily Imposed, or Court Ordered Damages.** We will not cover punitive, statutorily imposed, or court ordered damages.

This includes any Personal Liability for:

- a. punitive, exemplary, statutorily imposed, multiple, or aggravated damages;
- b. fines, penalties, or court ordered restitution; or
- c. awarded or statutorily mandated attorney fees related to a. or b. above.

**CONDITIONS – SECTION II**

**Bankruptcy of any Insured** is deleted and replaced by the following:

**Bankruptcy of any Insured.** Bankruptcy, insolvency, or dissolution of any **insured** will not relieve **us** of **our** obligations under this policy.

The following is added:

**Requirement to Purchase Workers Compensation Insurance.** If **you** pay a private residence employee (including a **domestic employee**) \$1,000 or more in cash in a three month period **you** are required by Minnesota Statute 176.181, Subd. 2, to purchase a standard worker's compensation policy.

All other terms remain unchanged.

## SCHEDULED PERSONAL PROPERTY ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Scheduled Personal Property Endorsement previously a part of this policy.

POLICY NUMBER	EFFECTIVE DATE	ADDITIONAL PREMIUM	RETURN PREMIUM
22-CM5265-01	12-27-2022		

AGENT	011-066
TIM MALUSKI AGCY, INC.	

SCHEDULE		
CLASS OF PERSONAL PROPERTY	LIMIT	PREMIUM
1. <b>Jewelry</b> , as scheduled.	\$ 43,585	\$ 299.00
2. <b>Furs</b> and garments trimmed with fur or consisting principally of fur, as scheduled.		
3. <b>Cameras</b> , films and related articles of equipment, as scheduled.		
4. a. <b>Musical Instruments</b> and related articles of equipment, as scheduled.  b. For an additional premium, exclusion 4. <b>Musical Instruments</b> , under Exclusions Part C is deleted for the articles marked with a double plus sign (++) in the Schedule.	4. a. Total <b>Limit</b>  b. <b>Limit Only</b>	
5. <b>Silverware</b> , goldware, and pewterware, as scheduled, but excluding pens, pencils, flasks, smoking implements or jewelry.		
6. <b>Golfer's Equipment</b> , as scheduled.		
7. a. <b>Fine Arts</b> , as scheduled. This premium is based on <b>your</b> statement that the property is located at the Described Location unless otherwise shown below: At  b. For an additional premium, paragraph a. breakage, under Exclusions Part C <b>Fine Arts</b> is deleted only for the articles marked with a double asterisk (**) in the Schedule.	7. a. Total <b>Limit</b>  b. <b>Limit Only</b>	
8. <b>Firearms and Accessories</b> , as scheduled.		
9. a. <b>Collectible Items Blanket Coverage</b> . Unless otherwise shown, the <b>limit</b> is \$2,500 in the aggregate, not exceeding \$250 on any one <b>collectible item</b> . b. <b>Collectible Items Scheduled Coverage</b> , as scheduled. c. For an additional premium, paragraph a. breakage, under Exclusions Part C <b>Collectible Items and Miscellaneous Personal Property</b> is deleted only for the blanket coverage or scheduled items marked with a triple asterisk (***) in the Schedule.	9. a. <b>Limit Only</b>  b. <b>Limit Only</b>  c. <b>Limit Only</b>	
10. a. <b>Miscellaneous Personal Property</b> , as scheduled.  b. For an additional premium, paragraph a. breakage, under Exclusions Part C <b>Collectible Items and Miscellaneous Personal Property</b> is deleted for the scheduled items marked with a double pound (##) in the Schedule.	10.a. Total <b>Limit</b>  b. <b>Limit Only</b>	
<b>DEDUCTIBLE: NONE</b>		



**We** provide the insurance described in this endorsement in return for **your** payment of an additional premium and compliance with all the endorsement terms. This coverage is subject to the terms in this endorsement and the Policy Terms That Apply shown below.

### **POLICY TERMS THAT APPLY**

Only the following policy terms are part of this endorsement:

1. Declarations Page
2. Policy Cover Sheet
3. Insuring Agreement
4. Definitions
5. Conditions - Section I, except where modified by this endorsement
6. General Conditions

### **DEFINITIONS**

For the purpose of this endorsement, the following definitions are added:

1. **Collectible Items** (under Collectible Items Blanket Coverage) means the following items owned by or in the custody or control of an **insured**:
  - a. a collection of property whose age or history contributes substantially to its value including, but not limited to, postage stamps, rare coins or current coins, memorabilia, souvenirs, and collectors items; or
  - b. albums, books, containers, cards, display cabinets, frames, pages and mountings in use with such collection.
2. **Fine Arts** means the following items owned by the **insured**:
  - a. works of art and articles of rare or historic value including paintings, etchings, pictures, tapestries, statuary, articles made of marble, bronzes, antiques, rare books and papers, porcelains, rare glassware.

### **PROPERTY COVERAGES**

#### **BLANKET COVERAGE**

**We** cover **collectible items** for which a blanket **limit** is shown above or in an attached Schedule.

#### **SCHEDULED COVERAGE**

**We** cover only the described property within the classes of property for which a total scheduled **limit** is shown above or in an attached Schedule.

### **SUPPLEMENTARY COVERAGES**

**We** provide the following Supplementary Coverages for the indicated classes of property described in this endorsement. All terms of this endorsement remain unchanged, except where modified by the Supplementary Coverage.

#### 1. **Newly Acquired Property - Jewelry, Furs, Cameras and Musical Instruments.**

**We** cover newly acquired property of a class of property already insured for the Perils Insured Against. Coverage on newly acquired property will cease 30 days from the date **you** acquired such new property or on the date **you** place specific insurance on it, whichever occurs first.

For coverage to apply to newly acquired property, **you** must pay an additional premium for the values **you** report from the date **you** acquired the property.

**We** cover these items for their actual cash value. **We** will pay no more than the lesser of following **limits**:

- a. 25% of the **limit** for that class of personal property; or
- b. \$10,000.

#### 2. **Newly Acquired Property - Fine Arts.**

When **fine arts** are scheduled, **we** cover **fine arts** acquired during the policy period for the Perils Insured Against. Coverage on newly acquired **fine arts** will cease 30 days from the date **you** acquired such property or on the date **you** place specific insurance on it, whichever comes first. For coverage to apply to newly acquired **fine arts**, **you** must pay an additional premium for the values **you** report from the date **you** acquired the property.

**We** cover **fine arts** acquired during the policy period for their actual cash value until they are reported to **us**. However, **we** will pay no more than 25% of the **limit** for **fine arts**.

The insurance for newly acquired property under 1 and 2 above is limited by the expiration of this endorsement.

### **PERILS INSURED AGAINST**

**We** cover risks of accidental direct physical loss or damage to property described, unless the loss is excluded in this endorsement.

### **EXCLUSIONS**

#### **PART A**

The following exclusions apply to all classes of personal property described in this endorsement. **We** do not insure for loss to property described in this endorsement caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Inherent Vice**, latent or inherent defect, or faulty manufacture.
2. **Insects** or vermin.

3. **Intentional Loss**, meaning any loss or damage arising out of any act committed:
  - a. by or at the direction of any **insured**; and
  - b. with the intent to cause a loss.
4. **Mechanical or Electrical Breakdown**, including electrical currents, other than those caused by lightning, that damage an electrical apparatus or its wiring. **We** do cover direct loss that follows, caused by fire or explosion.
5. **Neglect** of any **insured** to use all reasonable means to protect covered property at and after the time of loss.
6. **Nuclear Hazard**, meaning nuclear reaction, radiation, radioactive contamination or any consequence of any of these. Loss caused by nuclear hazard is not considered loss by perils of Fire, Explosion or Smoke. Direct loss by fire resulting from nuclear hazard is covered.
7. **Smog**, rust, corrosion, frost, condensation, mold, wet or dry rot.
8. **War** (declared or undeclared), civil war, insurrection, rebellion, revolution or discharge of a nuclear weapon or device, even if accidental.
9. **Wear** and tear, marring, scratching, deterioration.

#### **PART B**

The following exclusion applies to all classes of personal property described in this endorsement.

1. **Fraud.** **We** will not provide coverage for all or any part of a loss if, before or after the loss, any **insured** has committed fraud. Fraud means any concealment, misrepresentation or attempt to defraud by any **insured** either in causing any loss or in presenting any claim under this policy.

#### **PART C**

The following exclusions apply to the indicated classes of personal property described in this endorsement.

**We** do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Collectible Items and Miscellaneous Personal Property.** **We** do not insure for loss or damage caused by any of the following:
  - a. breakage.
 

**We** do cover loss by breakage if caused by:

    - (1) fire, lightning or explosion;
    - (2) aircraft or collision;
    - (3) windstorm, earthquake or flood;
    - (4) malicious damage, theft or attempted theft;
    - (5) derailment or overturn of a conveyance;
  - b. fading, creasing, denting, thinning, tearing or crushing;
  - c. loss from any cause to property in the custody of transportation companies;
  - d. loss resulting from reduction in value caused by or during any process of repairing, retouching or restoration;
  - e. loss or damage during transporting as a result of shifting of load, rough handling or poor packing;
  - f. loss or damage which occurs while the property is being handled or worked on;
  - g. shipping by mail other than registered mail;
  - h. the disappearance of an individual stamp, coin or other collectible article unless the item is:
    - (1) described and scheduled with a specific **limit**; or
    - (2) mounted in a volume and the page it is attached to is also lost;
  - i. loss resulting from reduction in value caused by transfer of colors, dampness or extremes of temperature.
2. **Fine Arts.** **We** do not cover loss or damage caused by any of the following:
  - a. breakage.
 

**We** do cover loss by breakage if caused by:

    - (1) fire, lightning or explosion;
    - (2) aircraft or collision;
    - (3) windstorm, earthquake or flood;
    - (4) malicious damage, theft or attempted theft;
    - (5) derailment or overturn of a conveyance;
  - b. loss from any cause to property on exhibition at fairgrounds or premises of national or international expositions unless the premises are covered by this policy;
  - c. loss resulting from reduction in value caused by or during any process of repairing, retouching or restoration; or
  - d. loss or damage during transporting as a result of shifting of load, rough handling or poor packing.
3. **Firearms and Accessories.** **We** do not cover loss or damage caused by any of the following:
  - a. explosion, fouling of firearms or firearm accessories;
  - b. loss resulting from reduction in value caused by or during any process of repairing, refinishing or renovation;
  - c. infidelity of the **insured's** employees or persons to whom the covered property is entrusted; or
  - d. loss or damage which occurs while any firearm or firearm accessory is used in connection with a strike, lock-out or labor disturbance, riot or civil commotion.
4. **Musical Instruments.** **We** do not cover loss or damage to any musical instrument played for money or other compensation except for those indicated for this coverage in the Schedule and for which an additional premium is paid.

## CONDITIONS

### PART A

The following conditions apply to this endorsement:

1. **Conditions - Section I** in the policy, except where modified below.
2. Under **Conditions - Section I** in the policy, the following conditions are deleted:

**Contract of Sale Clause**  
**Dwellings Under Construction**  
**Glass or Safety Glazing Replacement**  
**Loss Deductible**

3. Under **Conditions - Section I** in the policy, the following conditions are deleted and replaced:

For Fine Arts only, the **Loss to a Pair or Set** condition is deleted and replaced by the following:

**Fine Arts Loss To a Pair or Set.** In case of loss to a pair or set, **we** agree to pay **you** the full amount of the pair or set as shown in the Schedule and **you** agree to surrender the remaining article or articles to **us**.

The **Loss Value Determination** condition is deleted and replaced by the following:

**Loss Value Determination.** Covered property losses are settled as follows:

- a. **Collectible Items Scheduled Coverage.**

In the case of loss to any scheduled collectible items, the amount **we** will pay will be determined in accordance with paragraph d. Other Personal Property Classes below.

- b. **Collectible Items Blanket Coverage.**

When **collectible items** are covered on a blanket basis, **we** will pay the cash market value at the time of loss but not more than the **limit** of \$2,500 in the aggregate for all unscheduled **collectible items** nor more than \$250 for any one individual **collectible item**. For an additional premium, this **limit** may be increased as shown above or in an attached Schedule.

- c. **Fine Arts. We** will pay the **limit** shown for each scheduled article which is agreed to be the value of the article.

- d. **Other Personal Property Classes.** The value of the property insured is not agreed upon but will be ascertained at the time of loss or damage. **We** will pay the smaller of:

- (1) the actual cash value of the property at the time of the loss but not more than **our** cost to repair or replace the damaged property with property of like kind and quality; or
- (2) the **limit** specified in the Schedule.

The **Our Settlement Options** condition is deleted and replaced by the following:

**Our Settlement Options.**

In the event of a covered loss, **we** have the option to:

- a. make a cash settlement for all or part of the damaged, destroyed or stolen property; or
- b. pay **our** cost to repair, rebuild or replace all or the necessary part(s) of the damaged, destroyed or stolen property with like property, as of the time of loss, less an allowance for depreciation.

**We** may take salvage of all or any part of the covered property at its agreed or appraised value. Property paid for or replaced by **us** becomes **ours**, if **we** choose.

If **we** give **you** notice within 30 days after **we** receive an acceptable proof of loss, **we** may repair or replace any part of the damaged property with like property.

### PART B

The following conditions are added:

1. **Loss Clause.** The **limit** under this endorsement will not be reduced except for total loss of a specifically scheduled item. At **your** request, any unearned premium that applies will be refunded to **you** or applied to the premium due on item(s) replacing those on which the claim was paid.
2. **Parts - Other Than Fine Arts.** In case of loss or damage to any covered property consisting of two or more parts, **we** will only pay for the value of the part lost or damaged. This does not include **fine arts**.
3. **Territorial Limits. We** cover the property described worldwide. However, **Collectible Items, Fine Arts,** and Firearms and Accessories are covered only within the limits of the United States of America and Canada.

All other terms remain unchanged.

CMW062

**SCHEDULE**

011-066

POLICY NUMBER 22-CM5265-01	EFFECTIVE DATE 12-27-2022	ISSUED TO COLON, MEGHAN & ADAM
<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>LIMIT</b>
<u>*** JEWELRY ***</u>		
3 WATCH	WATCH - 8728D833 S/ 16KP 40MM YACHTMASTER BLK INDEX \$14,300 9/3/20 ROLEX	\$ 14,300
4 RING	ENGAGEMENT RING IN 14K ROSE GOLD WITH 16 ROUND DIAMONDS AT .21CTTW, SERIAL #1KJOXCX ONE BRILLIANT CUT ROUND DIAMOND 2.50CT, I2 CLARITY, G COLOR. THE CERTIFICATE NUMBER OF THE DIAMOND IS 6381030 002	\$ 28,470
5 BAND	LADIES WEDDING BAND 14K ROSE GOLD WITH 19 ROUND DIAMONDS .27CTTW \$815. SHANE CO 2/17/19	\$ 815

PAGE 1 - END OF SCHEDULE