

IMPERIAL ENDORSEMENT

Refer to Supplemental Declarations if information is not shown on this form. For an additional premium, the following coverages are provided subject to the *terms* and conditions of *your* policy, except as modified by this endorsement.

WHAT WE COVER

In addition to any property or liability coverage otherwise provided by *your* policy, *we* provide the coverages shown in this endorsement. These coverages are subject to the *terms* contained in the General Policy Provisions, the Causes of Loss form(s) and, if applicable, the General Liability Coverage form of *your* policy. In the event of a conflict between the provisions contained elsewhere in *your* policy and this endorsement, the provisions of this endorsement will prevail. The coverages provided in this endorsement are not additional insurance.

The amount *we* pay for any one covered property loss will not exceed the amount of insurance specified for that loss by this policy. The amount *we* pay for any one covered liability loss will not exceed the limit of liability specified for that loss by this policy.

The following property coverages apply to this endorsement:

- | | |
|--|---|
| A. Blanket Jewelry Coverage | F. Incidental Property Coverages Amended Amounts Of Insurance |
| B. Coverage C-Personal Property Amended Amounts Of Insurance | G. Pair Or Set |
| C. Deductible Waiver For Large Losses | H. Scheduled Personal Property |
| D. Extended Replacement Cost | I. Coverage C-Off-Premises Theft Coverage |
| E. Homeowners Association Loss Assessment | |

The following liability coverage applies to this endorsement:

- A. *Personal Injury*

DEFINITIONS

The following definitions apply to this endorsement:

1. **Bulletin board** means an electronic board for the posting of bulletins, notices or announcements.
2. **Chat room** means a branch of a computer network in which participants can engage in real-time discussion with one another.
3. **Cyber bullying** means using the internet, cell phones or other digital devices to harm others by name-calling, teasing, spreading false rumors or gossip, threats, aggression, or otherwise harm others or their reputation.
4. **Gripe site** means electronic websites that criticize a product, service, person or organization.
5. **Personal injury** means injury arising out of these offenses committed during the policy period:
 - a. False arrest, detention, imprisonment or malicious prosecution;
 - b. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of any residential premises or part thereof that a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - c. Oral or written publication, of any kind and in any manner, that defames a person or organization by slander or libel or disparages that person's or organization's reputation, work, goods, products or services; or
 - d. Oral or written publication, of any kind, and in any manner, that violates a person's right to privacy.
6. **Social media** means the interaction among people in which they create, share or exchange information and ideas in virtual communities and networks using mobile or web-based technologies.

PROPERTY COVERAGES:

A. BLANKET JEWELRY COVERAGE

1. WHAT WE PAY FOR

We pay up to \$150,000, limited to \$10,000 per article, for accidental direct physical loss or damage resulting from a covered cause of loss to jewelry, watches, precious and semi-precious stones and gems.

B. COVERAGE C-PERSONAL PROPERTY AMENDED AMOUNTS OF INSURANCE

The corresponding sections of Coverage C-Personal Property set forth in the Principal Property Coverages of the General Policy Provisions are deleted and replaced as follows:

1. **While Away from the Insured Premises at Any Other Insured's Residence** - Coverage for personal property usually located at an *insured's residence* other than the *insured premises* is 10% of the amount of insurance for Coverage C-Personal Property or \$10,000, whichever is greater. This provision does not increase the Coverage C-Personal Property amount of insurance.
2. **Personal Property in a Newly Acquired Principal Residence** - Personal property in a newly acquired principal *residence* is not subject to the 10% or \$10,000 limitation for 30 days immediately after *you* begin to move the property to the new principal *residence*.
3. **Limitations on Certain Property** - These special limits do not increase the Coverage C amount of insurance. The special limit for each category below is the total limit per *occurrence* for all property in that category:
 - a. \$1,000 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, medals and numismatic property;
 - b. \$5,000 on securities, commercial paper, stamps, philatelic property, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works and other valuable papers. Commercial paper means drafts, checks, certificates of deposit and notes other than bank notes, including negotiable orders of withdrawal. This special limit is applicable to these properties whether they exist on paper, computer record or other media and it includes the cost to research or replace the information or material;
 - c. \$5,000 for loss by theft of furs;
 - d. \$5,000 for loss by theft of guns;
 - e. \$2,000 on watercraft including their trailers, equipment, accessories and outboard motors;
 - f. \$3,000 on trailers not used with watercraft;
 - g. \$10,000 for loss by theft of silverware, goldware, pewterware and items plated with gold or silver;
 - h. \$5,000 on *motorized vehicles* used exclusively to service the *insured premises* and not designed or licensed for use on public roads;
 - i. \$1,000 on grave markers;
 - j. \$1,000 on electronic apparatus and its accessories when loss or damage occurs:
 - 1) While in or on a *motorized vehicle* if the electronic apparatus is adapted for operations from the electrical system of a *motorized vehicle* and by other electrical source(s); or
 - 2) While away from a *motorized vehicle* if that electronic apparatus is adapted for operation from the electrical system of any *motorized vehicle* and by other electrical source(s). The electronic apparatus must be away from the *insured premises*. This limit also applies to electronic apparatus used for *business* purposes;
 - k. \$2,500 on property away from the *insured premises*, used at any time or in any manner for any *business* purpose; and
 - l. The following property is covered only while on the *insured premises* and is limited to the amounts stated:
 - 1) \$10,000 on property on the *insured premises* used at any time or in any manner for any *business* purpose;
 - 2) \$500 on dismantled camper bodies and trailers not used with watercraft; and
 - 3) \$1,000 on *your* property consisting of domestic appliances in an apartment which *you* rent or hold for rental to others.

C. DEDUCTIBLE WAIVER FOR LARGE LOSSES

The Deductible section set forth in How Much **We** Pay For Loss Or Claim of the General Policy Provisions is amended as follows:

1. The deductible shown in the Declarations of **your** policy does not apply when a covered loss exceeds \$50,000. This waiver of deductible does not apply to:
 - a. Special deductibles for windstorm, hurricane, or earthquake; or
 - b. Separate coverage deductibles contained within this policy or any endorsement to this policy.

D. EXTENDED REPLACEMENT COST

The amounts of insurance shown in the Declarations for the Principal Property Coverages Coverage A-**Residence** and Coverage B-Related Private Structures On The Premises are amended for Extended Replacement Cost as follows:

1. **We** will:
 - a. Increase Coverage A and Coverage B amounts of insurance to equal the current replacement cost of the **residence** and related private structures on the premises should a covered loss to the **residence** or related private structures on the premises exceed the Coverage A or Coverage B amounts of insurance. This agreement is conditioned on **your** obligation to insure the **residence** to 100% of the value that **we** recommend in accordance with the provisions set forth in 2. below. **You** must maintain the sum insured, including any adjustments made by **us** based on appraisals, revaluations, and annual adjustments for inflation for Extended Replacement Cost coverage to apply.
 - b. Include any increased cost due to enforcement of any ordinance or law that regulates the construction or repair of **your residence** or related private structures on the premises following a covered loss.
2. **You** will:
 - a. Elect to repair or replace the **residence** or related private structures on the premises by agreement with **us**; any dispute between **you** and **us** will be resolved by appraisal or arbitration;
 - b. Allow **us** to adjust the Coverage A or Coverage B amounts of insurance on policy inception, renewal or anniversaries, or at agreed intervals in accordance with any property evaluation **we** may make, as referenced on the Declarations Page; and
 - c. Notify **us** within 60 days of completion of any improvements to the **residence** or related private structures on the premises that exceed 5% of the amounts of insurance of Coverage A or Coverage B and pay any additional premium. **You** must maintain the sum insured, including any adjustments made by **us** based on appraisals, revaluations, and annual adjustments for inflation for Extended Replacement Cost coverage to apply, and any loss will be settled in accordance with How Much **We** Pay for Loss or Claim in the General Policy Provisions.
3. When this endorsement is applicable, **we** will not pay more than the lesser of:
 - a. The replacement cost of the **residence** and related private structures on the premises or any parts of them;
 - b. The amount actually and necessarily expended to repair or replace the **residence** or related private structures on the premises, or any part of them, in the same construction with materials of like kind and quality at the same location; or
 - c. The full cost to replace the residence or related private structures on the premises should a covered loss exceed the Coverage A or Coverage B amounts of insurance shown on the Declarations.
4. When the cost to repair or replace exceeds \$5,000, **we** are not liable for more than the actual cash value of the loss until actual repair or replacement is completed.
5. **You** may make a claim for the actual cash value amount of the loss before repairs are made. A claim for any additional amount payable under this provision must be made within 180 days after the date on which the direct physical damage insured against occurred.

E. HOMEOWNERS ASSOCIATION LOSS ASSESSMENT

1. WHAT WE PAY FOR

We pay up to \$25,000 per *occurrence* for *your* share of an assessment by *your* homeowners association charged against all members of the association, but not to exceed the amount of insurance shown.

Coverage applies only when:

- a. The assessment results from direct loss to association property owned in common by all association members caused by a covered cause of loss (other than earthquake) which applies under this policy;
- b. The assessment results from an *occurrence* covered under the Liability Coverage of this policy;
- c. The assessment is for damages and legal fees the association is obligated to pay because of acts of a director (or trustee) resulting from the exercise of their duties on behalf of the association; or
- d. The assessment results from damages the association is legally obligated to pay because of personal injury. Personal injury means injury, other than bodily injury, for which the association is liable because of:
 - 1) False arrest, detention, imprisonment, or malicious prosecution;
 - 2) Wrongful entry into or eviction of a person from, a room, dwelling or premises that the person occupies; or
 - 3) Publication or utterance which:
 - a) Libels or slanders a person or organization or disparages a person's or organizations goods, products or services; or
 - b) Is in violation of an individual's right to privacy.

2. SPECIAL LIMIT

We will not pay more than \$1,000 of *your* assessment which results from a deductible in the insurance purchased by the homeowners association.

F. INCIDENTAL PROPERTY COVERAGES AMENDED AMOUNTS OF INSURANCE

The Incidental Property Coverages set forth in the General Policy Provisions are amended as follows:

1. Credit Card Forgery and Counterfeit Money

The amount of insurance for Credit Card Forgery and Counterfeit Money is increased by \$9,000. Refer to the Incidental Coverages of the General Policy Provisions of *your* policy for applicable *terms*, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

2. Trees, Plants, Shrubs and Lawns

The amount of insurance for Trees, Plants, Shrubs and Lawns is increased by \$500 per tree. Form ML-119 Incidental Property Coverages (Debris Removal) is amended as follows:

- a. The maximum amount of insurance for this tree removal coverage is \$1,000 per fallen tree and \$5,000 per *occurrence*, regardless of the number of fallen trees. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

G. PAIR OR SET

1. HOW MUCH WE PAY FOR LOSS OR CLAIM

The Loss To A Pair Or Set provision set forth in the How Much *We* Pay For Loss Or Claim of the General Policy Provisions is deleted and replaced as follows:

- a. **Loss To A Pair Or Set** – Following a covered loss, we will pay 150 percent of the market value of the pair or set. We reserve our right to take any remaining item of value from the set as salvage.

H. SCHEDULED PERSONAL PROPERTY

1. WHAT WE PAY FOR

- a. The KIC ML-61 Scheduled Personal Property Endorsement is amended to delete Exclusion 2.b. breakage of art glass window, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles. We will pay up to \$25,000 for loss to the listed items from breakage. All other provisions relating to this endorsement remain the same.

2. HOW MUCH WE PAY FOR LOSS OR CLAIM

When *your* policy contains KIC ML-61 Scheduled Personal Property Endorsement, following a covered loss, *we* pay market value for any scheduled item, up to 150% of the Limit of Liability shown in the Schedule.

I. COVERAGE C-OFF-PREMISES THEFT COVERAGE

1. WHAT WE PAY FOR

(Applicable to Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, and Westchester Counties – Form ML-5T)

- a. The ML-5T Causes of Loss Section – Coverages A, B, C, and D (Causes of Loss and Replacement Cost Provisions) form is amended to delete Exclusion 9.d. theft of personal property that occurs away from the *insured premises*. All other provisions relating to this policy form remain the same.

LIABILITY COVERAGE

A. PERSONAL INJURY

1. WHAT WE PAY FOR

Coverage L is extended to include coverage for *personal injury*. This coverage does not increase the Coverage L limit of liability. *We* pay for *personal injury* liability from a covered offense committed during the policy period.

2. WHAT WE DO NOT PAY FOR

The following exclusions apply to *personal injury*:

- a. Resulting from liability assumed by an *insured* under any contract or agreement. However, this exclusion does not apply to liability an *insured* would have had in the absence of the contract or agreement;
- b. Resulting from the willful violation of a law or ordinance by an *insured*, at the direction of an *insured*, or with the consent of an *insured*;
- c. To a person resulting from an offense directly or indirectly related to the person's employment by an *insured*;
- d. Caused by a publication, statement, or act, in any manner, which first took place before the effective date of this policy;
- e. Caused by a publication or statement, in any manner, made by an *insured*, at the direction of an *insured*, or with the consent of an *insured*, if the *insured* knew or had reason to believe that the publication or statement was false;
- f. Caused by an *insured*, at the direction of an *insured*, or with the consent of an *insured*, with the knowledge that the act would violate the rights of another in the course of inflicting *personal injury*;
- g. Resulting from *business* activities of an *insured* conducted on the *insured premises*, whether or not the *business* is owned or operated by an *insured* or employs an *insured*. However, this exclusion does not apply to:
 - 1) The occasional rental of the portion of the *insured premises* normally occupied by *you*, exclusively for residential purposes;
 - 2) The rental of any other portion of the *insured premises* for residential purposes, however, no family unit may include more than two roomers or boarders;
 - 3) The rental of a portion of the *insured premises* as a school, studio, office or private garage;
 - 4) Incidental activities normally performed by minors; or

- 5) Activities in conjunction with *business* pursuits which are ordinarily considered *non-business* in nature.
- h. Resulting from electronic *chat rooms, bulletin boards, gripe sites, social media* or other electronic forums that an *insured* hosts or owns, or has the control or authority to update. However, this exclusion does not apply to *personal injury* arising from content posted by an *insured* or provided by an *insured* for posting by third parties to a web site, blog or other electronic forum;
- i. Resulting from criminal behavior by an *insured*, at the direction of an *insured*, or with the consent of an *insured*;
- j. Resulting from civic duties or public activities performed for pay by an *insured*;
- k. To an *insured*, and this exclusion also applies to any claim made or suit brought against an *insured* to repay or share damages with another person who may be obligated to pay damages because of *personal injury* to an *insured*; or
- l. Resulting from *cyber bullying*.

All other *terms* and conditions remain unchanged.