

**KANE COUNTY MUTUAL INSURANCE COMPANY**

**PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.**

**COMMANDER DWELLING COVERAGE**

The Commander Dwelling Coverage endorsement applies to the dwelling(s) and/or household personal property identified in “your” Declarations with this form number. With respect to the coverage provided, “your” policy is amended as follows: For purposes of the coverage provided by this endorsement, the word building includes a dwelling.

**PROPERTY COVERAGES**

**2. HOUSEHOLD PERSONAL PROPERTY COVERAGE**

Items **a.**, **b.**, and **c.** are deleted and replaced with the following:

**a. Covered Property**

“We” cover household personal property owned or used by any “insured” while it is anywhere in the world. After a loss and at “your” request, “we” will cover household personal property owned by:

- 1) Others while the property is on the part of the “insured premises” occupied by any “insured”; or
- 2) A guest or a residence employee, while the property is in any residence occupied by any “insured”.

**b. Limit For Property At Other Residences**

“Our” limit of liability for personal property that is usually located at an “insured's” residence other than the “insured premises” is 10% of the limit of insurance for Household Personal Property Coverage. However, this limitation does not apply to personal property:

- 1) Moved from the “insured premises” because it is being repaired, renovated, or rebuilt and is not fit to live in or store property in; or
- 2) In a newly acquired principal residence for 30 days from the time “you” begin to move the property there.

**c. Special Limits On Certain Household Personal Property**

The Special Limits on Certain Household Personal Property are deleted and replaced with the following:

These limits do not increase the amount of insurance under Household Personal Property Coverage. The special limit for each of the following groups of personal property is the maximum amount “we” will pay for any one loss to all property items in that group.

<b>Maximum Amount</b>	<b>Personal Property Group</b>
1) \$250	Money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards, and smart cards.
2) \$1,500	Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets, stamps, and philatelic property. This dollar limit applies to these categories regardless of the medium used, such as paper or computer software on which the material exists.
3) \$1,500	Watercraft including their trailers, furnishings, equipment, and outboard motors.
4) \$2,500	Loss by theft to jewelry, watches, furs, and precious and semi-precious stones.
5) \$2,500	Loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware, and pewterware. This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold, or pewter.
6) \$2,500	Loss by theft to firearms and related equipment.
7) \$2,500	Lawn or garden tractors and lawn mowers, including their trailers, accessories, parts, and tires.

- 8) \$2,500 Electronic data processing equipment and the recording or storage media used with that equipment. Recording or storage media will be covered only up to:
  - a) The retail value of the media, if preprogrammed; or
  - b) The retail value of the media in blank or unexposed form, if blank or self-programmed.
- 9) \$2,500 "Business" property, other than farm personal property.
- 10) \$1,500 Electronic devices, accessories, and antennas that can be operated from the electrical system of a "motor vehicle", "recreational vehicle", farm equipment, or watercraft and by other sources of power. This includes films, tapes, wires, discs, records, or other media for use with such devices. The special limit applies only while the property described in this paragraph is in or on a "motor vehicle", "recreational vehicle", farm equipment, or watercraft.
- 11) \$1,500 Trailers not otherwise provided for.

## ADDITIONAL COVERAGES

The following Additional Coverages are amended as indicated:

### 1. Debris Removal

- a. "We" will pay up to 25% of the amount payable for damage to the dwelling and household personal property to which this endorsement applies for reasonable expenses incurred to remove debris of "you" covered property, following a loss from a Peril Insured Against.

The total amount payable by "us" for both direct physical loss to property and debris removal may not exceed the limit of insurance shown in the Declarations for the damaged or destroyed property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of insurance for the damaged property, an additional 5% of that limit is available for such expense.

- b. "We" will pay up to \$500 for the reasonable expenses "you" incur in the removal of debris of trees at the "insured premises" for direct loss caused by windstorm, hail, or weight of ice, snow, or sleet. The tree must have caused damage to the dwelling described in "your" Declarations.

This coverage is additional insurance.

This coverage does not include costs to extract "pollutants" from land or water or to remove, restore or replace polluted land or water.

### 2. Emergency Removal Of Property

"We" will pay for property damaged while being removed or while removed from any premises because of danger from a Peril Insured Against. Coverage is limited to a 30 day period from date of removal. Payment will not increase the limit of insurance applying to the covered property.

"We" pay up to \$250 towing charge to move a covered mobile home that is in danger from a peril insured against.

### 6. Outside Satellite Dish Systems And Radio/Television Equipment

"We" will pay up to \$1,500 for loss or damage to satellite dish systems including components and radio/television equipment located outside the dwelling, unless a higher limit is shown in the Declarations. The loss or damage must be caused by a Peril Insured Against.

The following Additional Coverages are added:

### 9. Trees, Shrubs, Plants, And Lawns

"We" cover trees, shrubs, plants, or lawns, on the "insured premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "insured premises";

- f. Vandalism or Malicious Mischief; or
- g. Theft.

"We" will pay up to 10% of the limit of insurance that applies to the dwelling for all trees, shrubs, plants, or lawns. No more than \$500 of this limit will be paid for any one tree, shrub, or plant. "We" do not cover trees, shrubs, or plants grown for "business" purposes or located more than 250 feet from the insured dwelling.

This coverage is additional insurance.

#### **10. Refrigerated Products**

"We" will pay up to \$500 for damage to household personal property located on the "insured premises". Any additional amount shown in the Declarations for this item shall be excess over this coverage. This coverage does not apply to farm personal property.

The damaged property must be owned by any "insured" and the loss caused by change in temperature resulting from:

- a. Interruption of electrical service to refrigeration equipment caused by damage to the generating or transmission equipment; or
- b. Mechanical or electrical breakdown of the refrigeration equipment.

"You" must maintain the refrigeration equipment in proper working condition.

#### **11. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery, And Counterfeit Money**

- a. "We" will pay up to \$1,500 for:
  - 1) The legal obligation of any "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in any "insured's" name;
  - 2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in any "insured's" name;
  - 3) Loss to any "insured" caused by forgery or alteration of any checks or negotiable instrument; and
  - 4) Loss to any "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

- b. "We" do not cover:
  - 1) Use of the credit card, electronic fund transfer card or access device;
    - a) By a resident of "your" household;
    - b) By a person who has been entrusted with either type of card or access device; or
    - c) If any "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
  - 2) Loss arising out of "business" use or dishonesty of any "insured".

In case of theft under this coverage, "you" must notify the Credit Card Company or Electronic Fund Transfer Company. "You" must also provide "us" with evidence supporting a claim under Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money Coverage and state the cause and amount of loss.

#### **12. Loss Assessment**

- a. "We" will pay up to \$1,000 for "your" share of any loss assessment charged during the policy period against "you" as owner or tenant of the "insured premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by "you", caused by a Peril Insured Against under Dwelling Coverage, other than:
  - 1) Earthquake; or

2) Land shock waves or tremors before, during, or after a volcanic eruption.

The limit of \$1,000 is the most “we” will pay with respect to any one loss, regardless of the number of assessments. “We” will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. “We” do not cover assessments charged against “you” or a corporation or association of property owners by any governmental body.
- c. Paragraph 8. Policy Period under General Policy Conditions does not apply to this coverage.

This coverage is additional insurance.

### 13. Collapse

“We” cover direct loss to a dwelling and household personal property involving a collapse of a dwelling or any part of the dwelling caused only by one or more of the following:

- a. A Peril Insured Against;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of contents, equipment, animals, or people;
- e. Weight of rain, snow, ice, or sleet which collects on a roof; or
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, or dock is not included under items **b.**, **c.**, **d.**, **e.**, and **f.** unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging, or expansion.

This coverage does not increase the limit of insurance applying to the damaged insured property.

### 14. Grave Markers

“We” will pay up to \$1,500 for grave markers, including mausoleums caused by a peril that applies to Household Personal Property.

### 15. Ordinance or Law

- a. “You” may us up to 25% of the limit of liability that applies to covered property on “your” residence premises 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 covered property damaged by a covered cause of loss;
  - 2) The demolition and reconstruction of the undamaged part of covered property, when that covered property must be totally demolished because of damage by a covered cause of loss to another part of that covered property; or
  - 3) The remodeling, removal, or replacement of the portion of the undamaged part of covered property necessary to complete the remodeling, repair, or replacement of that part of the covered property damaged by a covered cause of loss.
- b. “We” will pay up to an extra 5% of the applicable limit to cover 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” in or on any covered building or other structure.

This exception applies whether or not the irritant or contaminant has any function with respect to “your” property or “business”.

This coverage is additional insurance.

#### **16. Glass Breakage**

“We” pay for breakage of glass that is part of covered property. “We” also pay for loss to covered property which is damaged by the breakage of glass that is part of a structure. However, “we” do not pay for loss if the “residence premises” is vacant for more than 30 consecutive days before the loss. A dwelling being built is not vacant.

This coverage does not increase the limit shown for the covered property.

#### **17. Permanent Outside Electrical Wiring And Equipment**

“We” pay for direct physical loss to private power and light poles caused by a peril that applies to Household Personal Property. This includes poles, switch boxes, fuse boxes, underground wiring, electrical equipment mounted on poles, and outside wiring including attachments, owned by any “insured” and located on the “insured premises”.

The most “we” will pay is \$1,500 per occurrence unless a higher limit is shown in the Declarations.

#### **18. Submersible Pump Motors**

“We” pay for direct physical loss to well pumps caused by a peril that applies to Household Personal Property. This includes pump switch boxes, fuse boxes, control boards, and other equipment attached to the pump for its operation.

The most “we” will pay is \$1,500 per occurrence unless a higher limit is shown in the Declarations.

#### **19. “Recreational Vehicles”**

“We” will pay up to \$1,000 for loss or damage to “recreational vehicles” caused by a Peril Insured Against.

#### **20. Farm Operation Records**

“We” pay for the expense “you” incur to reproduce, replace, or restore “your” farm operations records damaged by a peril insured against. This includes the research necessary to obtain data.

The most “we” pay is \$2,500 per occurrence unless a higher limit is shown in the Declarations.

### **PERILS INSURED AGAINST**

Perils Insured Against are deleted and replaced with the following:

#### **A. DWELLING**

The property covered under the Dwelling Coverage is insured against risks of direct physical loss except loss excluded below or under the section entitled Exclusions in “your” policy.

##### **Additional Exclusions**

“We” do not cover loss resulting directly or indirectly from:

1. Freezing of plumbing, heating, air conditioning or automatic fire protective sprinkler systems, waterbeds, or household appliances, or by discharge, leakage or overflow from the system or appliance caused by freezing while the building is vacant, unoccupied, or being constructed unless “you” take precautions to:
  - a. Maintain heat in the building; or
  - b. Shut off the water supply and drain the systems and appliances;
2. Freezing or thawing to a fence, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf, or dock;
3. Continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, waterbed, or from within a household appliance which occurs over a period of weeks, months, or years;
4. Theft in or from a dwelling or other structure under construction or of construction materials or supplies until the building is completed and occupied;

5. Vandalism or malicious mischief or breakage of glass or safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A building under construction is not considered vacant;
6. Collapse, other than as provided under Additional Coverages;
7. Wear and tear, marring or scratching, deterioration; inherent vice, latent defect, mechanical breakdown; rust, mold, wet or dry rot, contamination, smog; smoke from agricultural smudging or industrial operations; settling, cracking, shrinkage, bulging or expansion of pavement, patios, foundations, walls, floors, roofs or ceiling; birds, vermin, rodents, insects, or domestic animals. If because of any of these, water escapes from a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, waterbed, or household appliance, "we" cover loss caused by the water. "We" also cover the cost of tearing out and replacing any part of the covered building necessary to repair the system or appliance.

"We" do not cover loss to the system, waterbed, or appliance from which the water escapes;

8. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body;
9. Faulty, inadequate, or defective:
  - a) Planning, zoning, development, surveying, siting;
  - b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c) Materials used in repair, construction, renovation, or remodeling; or
  - d) Maintenance;of part or all of any property whether on or off the "insured premises"; or
10. Weather conditions. However, this exclusion only applies if weather conditions contribute with a cause or event excluded above or under the section entitled Exclusions in "your" policy to produce the loss.

Ensuing loss under Items 1. through 10. is covered if not otherwise excluded in this policy.

## **B. HOUSEHOLD PERSONAL PROPERTY**

The property covered under Household Personal Property Coverage is insured for direct physical loss by a peril listed below, except loss excluded under the section entitled Exclusions.

"We" cover direct loss to insured property caused by:

1. **Fire Or Lightning**
2. **Windstorm Or Hail**

This peril does not include loss to household personal property contained in the building caused by rain, snow, sleet, sand, or dust unless the direct force of wind or hail damages the building causing an opening in the roof or wall and the rain, snow, sleet, sand, or dust entered through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard motors only while inside a fully enclosed building.

3. **Explosion**

"We" will cover explosion caused by ignition of flammable vapors or explosive gases, detonation of chemicals, or rupture or bursting of pressure vessels.

However, "we" will not pay for loss or damage caused by or resulting from:

- a. Rupture or bursting of aerosol containers, steam boilers, steam pipes, steam engines, steam turbines, or alcohol stills;
  - b. Rupture or bursting of water pipes;
  - c. Rupture or bursting due to expansion or swelling of the contents of any building or structure; or
  - d. Rupture, bursting, or operation of pressure relief devices.
4. **Riot Or Civil Commotion**
  5. **Aircraft**, including self-propelled missiles and spacecraft.

**6. Vehicles**, meaning impact by a vehicle.

This peril does not include loss to a fence, driveway, or walk caused by a vehicle owned by or operated by an occupant of the “insured premises”.

**7. Smoke**, if loss is sudden and accidental.

This peril does not apply to loss caused by smoke from agricultural smudging, industrial operations, or candles.

**8. Vandalism Or Malicious Mischief**, meaning willful and malicious damage to or destruction of property.

This peril does not apply to loss at the “insured premises” which has been vacant for more than 30 consecutive days immediately preceding the loss. A building under construction is not considered vacant. “We” will not pay for loss caused either by anyone residing at the “insured premises” or by other persons to who covered property is entrusted.

**9. Theft Or Attempted Theft**

This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

“We” will not pay for loss by theft:

- a. Committed by any “insured”;
- b. Committed by anyone currently residing with any “insured” or who was residing with any “insured” at any time during the 12 month period preceding the date the loss was discovered;
- c. In or from a dwelling under construction or of construction materials or supplies until the building is completed and occupied;
- d. From an “insured premises” rented to anyone other than an “insured”;
- e. Of household personal property while in any other dwelling or premises owned, rented, or occupied by any “insured”. However, “we” will provide coverage if any “insured” has been there at any time during the 30 days immediately preceding the loss;
- f. To watercraft including their trailers, furnishings, equipment, and outboard motors away from the “insured premises”;
- g. Due to acceptance of forged or misrepresented negotiable instruments (such as checks); or
- h. Due to swindling, embezzlement, fraud, trick, or false pretense.

Wrongful conversion shall not be considered loss by theft, except as provided under Additional Coverage – Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money.

**10. Glass Or Safety Glazing Material** which is a part of the dwelling on the “insured premises”.

“We” will pay for loss to household personal 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.

**11. Falling Objects**

This peril does not include loss to household personal property contained in a building unless the roof or an exterior wall of a building is first damaged by a falling object. Damage to the falling object itself is not included.

**12. Weight Of Ice, Snow, Or Sleet**

This peril means weight of ice, snow, or sleet which causes damage to the household personal property contained in a building.

**13. Accidental Discharge Or Overflow Of Water Or Steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, waterbed, or household appliance.

“We” will not pay for loss:

- a. Caused by the continuous or repeated seepage or leakage of water or steam;
- b. To the system, waterbed, or appliance from which the water or steam escaped;
- c. Caused by or resulting from freezing except as provided in the peril of Freezing shown below; or

- d. Caused by or resulting from water which backs up through sewers or drains or overflows from a sump pump, sump pump well, or other system designed for the removal of subsurface water which is drained from the foundation area.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump, or related equipment; or a roof drain, gutter, down spout, or similar fixtures or equipment.

- 14. Sudden And Accidental Tearing Apart, Cracking, Burning, Or Bulging**, meaning sudden and accidental tearing apart, cracking, burning, or bulging of a steam or hot water heating, air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

“We” do not cover loss caused by or resulting from freezing under this peril.

#### **15. Freezing**

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system; or of a household appliance, but only if “you” have used reasonable care to:

- 1) Maintain heat in the building; or
- 2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, “you” must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump, or related equipment; or a roof drain, gutter, downspout, or similar fixtures or equipment.

#### **16. Sudden And Accidental Damage From Artificially Generated Electrical Current**

#### **17. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves, or tremors.

### **CONDITIONS**

The Loss Settlement condition is deleted and replaced with the following:

#### **3. Loss Settlement**

- a. Household Personal Property

“We” will pay no more than the smallest of the following amounts:

- 1) The actual cash value of the covered property at the time of loss;
- 2) The cost to repair or replace that part of the covered property with property of like kind and quality, less depreciation.

Depreciation means a reduction in value of the covered property as the result of wear and tear, age, or technological or economic obsolescence. Depreciation will not apply to the repair of covered property unless the repair improves or prolongs the useful life or results in an increase in the monetary value of the covered property. Depreciation also applies to labor and material.

- 3) The limits of liability applicable to the covered property; or
- 4) Any special limits of liability stated in the policy or by endorsement.

- b. The dwelling will be settled at replacement cost without deduction for depreciation, subject to the following:

- 1) If at the time of loss the limit of insurance in this policy on the damaged dwelling is 80 percent or more of the full replacement cost of the dwelling immediately prior to the loss, “we” will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:

- a) The limit of insurance under this policy applying to the dwelling;
- b) The replacement cost of that part of the dwelling damaged for equivalent construction and use on the same premises; or
- c) The amount actually and necessarily spent to repair or replace the damaged dwelling.



- 2) If at the time of loss the limit of insurance in this policy on the damaged dwelling is less than 80 percent of the full replacement cost of the dwelling immediately prior to the loss, "we" will pay the larger of the following amounts, but not exceeding the limit of insurance under this policy applying to the dwelling:
  - a) The actual cash value of that part of the dwelling damaged; or
  - b) The limit of insurance on the dwelling divided by 80 percent of its full replacement cost times the amount of the loss.
- 3) In determining the limit of insurance required to equal 80 percent of the full replacement cost of the dwelling immediately prior to loss, "you" shall disregard the value of:
  - a) Excavations, foundations, piers, and other supports below the undersurface of the lowest basement floor or, where there is no basement, below the surface of the ground inside the foundation walls; and
  - b) Underground flues, pipes, wiring, and drains.
- c. When the cost to repair or replace damaged covered property is more than \$1,000, "we" will pay no more than the actual cash value of the damaged property until the actual repair or replacement is completed.
- d. "You" may disregard the replacement cost provision and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after loss for any additional liability brought about by the replacement cost provision.

The dwelling replacement cost coverage does not apply to household appliances, awnings, outdoor antennas, and outdoor equipment, whether or not attached to the dwelling.

All other terms and conditions of this policy apply.