

# HomeProtector

From Erie Insurance

Ultracover Insurance Policy



Erie  
Insurance®

## WHERE TO LOOK IN YOUR POLICY

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ERIE INSURANCE GROUP is proud to present this Ultracover HomeProtector Policy. This important contract between YOU and The ERIE consists of this policy with coverage agreements, limitations, exclusions and conditions, a **Declarations**, plus any endorsements. It is written in plain, simple terms so it can be easily understood. We urge YOU to read this policy.

This policy contains many XTRA PROTECTION FEATURES developed by The ERIE. Wherever an "X" appears in the margin of this policy, YOU receive XTRA PROTECTION, either as additional coverage or as a coverage not found in most homeowners policies.

The protection given by this policy is in keeping with the single purpose of our Founders: "To provide YOU with as near PERFECT PROTECTION, as near PERFECT SERVICE, as is humanly possible, and to do so at the LOWEST POSSIBLE COST."

## AGREEMENT

### ERIE INSURANCE EXCHANGE

In return for **your** timely premium payment, **your** compliance with all of the provisions of this policy, and **your** signing of a **Subscriber's Agreement** with Erie Indemnity Company and other **Subscribers**, we agree to provide the coverages **you** have purchased. **Your** coverages and amounts of insurance are shown on the **Declarations**, which are part of this policy.

**Your** signing the **Subscriber's Agreement**, which includes a limited power-of-attorney, permits Erie Indemnity Company, as Attorney-in-Fact, to make reciprocal insurance contracts between **you** and other **Subscribers** and otherwise manage the business of the Erie Insurance Exchange. This power-of-attorney applies only to **your** insurance business at the Exchange and is limited to the purposes described in the **Subscriber's Agreement**.

**Your** responsibility as a **Subscriber** is determined by this policy and the **Subscriber's Agreement**. This policy is not assessable. **You** are not liable for the losses of other **Subscribers**.

This agreement is made in reliance on the information **you** have given **us**, and is subject to all the terms of this policy.

This policy, all endorsements to it, and the **Subscriber's Agreement** constitute the entire agreement between **you** and **us**.

### ERIE INSURANCE PROPERTY & CASUALTY COMPANY

In return for **your** timely premium payment and **your** compliance with all of the provisions of this policy, **we** agree to provide the coverages **you** have purchased. **Your** coverages and amounts of insurance are shown on the **Declarations**, which are part of this policy.

This agreement is made in reliance on the information **you** have given **us**, and is subject to all the terms of this policy.

This policy and all endorsements to it constitute the entire agreement between **you** and **us**.

## DEFINITIONS

Throughout **your** policy and its endorsements the following words have a special meaning when they appear in bold type:

- **"aircraft"** means any machine or device capable of atmospheric flight except model airplanes.
- **"anyone we protect"** means **you** and the following **residents** of **your** household:
  1. relatives and wards;
  2. other persons in the care of **anyone we protect**.

Under *Home and Family Liability Protection*, **anyone we protect** also means:

3. any person or organization legally responsible for animals or watercraft which are owned by **you**, or any person included in 1. or 2., and covered by this policy. Any person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not **anyone we protect**;
4. any person with respect to any vehicle covered by this policy. Any person using or having custody of this vehicle in the course of any **business**

**business** use, or without permission of the owner is not **anyone we protect**.

- **"bodily injury"** means physical harm, sickness or disease, including mental anguish or resulting death, but does not include:
  1. any communicable disease or condition transmitted by **anyone we protect** to any other person through a parasite, virus, bacteria or any other organism.
  2. the exposure to or transmission of any disease, parasite, virus, bacteria or other organism by **anyone we protect** to any other person.

- **"business"** means any full-time, part-time or occasional activity engaged in as a trade, profession or occupation, including farming.

- **"Declarations"** means the form which shows **your** coverages, amounts of insurance, premium charges and other information. This form is part of **your** policy. **Declarations** include forms titled Amended Declarations, Renewal Declarations, Revised Declarations, Reinstatement of Coverage, Duplicate Declarations, New Declarations or Continuation Notice.

X  
X

X

- "insured location" means:
  1. the **residence premises**;
  2. the part of any other premises, other structures, and grounds acquired by **you** during the policy period which **you** intend to use as a **residence premises**;
  3. any premises used by **anyone we protect** in connection with premises included in 1. or 2.;
  4. any part of a non-owned premises:
    - a. where **anyone we protect** is temporarily residing; or
    - b. occasionally rented to **anyone we protect** for non-business purposes;
  5. vacant land, other than farmland, owned by or rented to **anyone we protect**;
  6. land owned by or rented to **anyone we protect** on which a one or two family residence is being built for occupancy by **anyone we protect**;
  7. cemetery plots or burial vaults of **anyone we protect**.
- "medical expense" means reasonable charges for necessary medical, surgical, x-ray and dental services, including prosthetic devices, eyeglasses, contacts, hearing aids and pharmaceuticals; and also includes ambulance, hospital, licensed nursing and funeral services.
- "occurrence" means an accident, including continuous or repeated exposure to the same general harmful conditions.
- "personal injury" means injury arising out of:
  1. libel, slander or defamation of character;
  2. false arrest, wrongful detention or imprisonment, malicious prosecution, racial or religious discrimination, wrongful entry or eviction, invasion of privacy, or humiliation caused by any of these.
- "property damage" means:
  1. physical injury to or destruction of tangible property, including loss of its use. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
  2. loss of use of tangible property which is not physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the occurrence.
- "residence employee" means an employee of **anyone we protect** who performs duties in connection with

the maintenance or use of the **residence premises**, including similar duties elsewhere, not in connection with the **business of anyone we protect**.

- "residence premises" means the dwelling where **you** reside, including the structures and grounds, or that part of any other building where **you** reside and which is shown as **residence premises** on the **Declarations**.
- "resident" means a person who physically lives with **you** in **your** household. **Your** unmarried, unemancipated children under age 24 attending school full-time and living away from home will be considered **residents** of **your** household.

## ADDITIONAL ERIE INSURANCE EXCHANGE DEFINITIONS

The following words have special meaning in policies issued by Erie Insurance Exchange when they appear in bold type:

- "Subscriber" means the person(s) who signed the **Subscriber's Agreement**.
- "Subscriber's Agreement" means an agreement, including a limited power-of-attorney, among the **Subscribers** and the Erie Indemnity Company, as Attorney-in-Fact.
- "We", "us" or "our" means the **Subscribers** at Erie Insurance Exchange as represented by their common Attorney-in-Fact, Erie Indemnity Company.
- "You", "your" or "Named Insured" means the **Subscribers** and others named on the **Declarations** under **Named Insured**. Except in the GENERAL POLICY CONDITIONS Section, these words include the spouse of the **Subscriber** if a **resident** of the same household.

## ADDITIONAL ERIE INSURANCE PROPERTY & CASUALTY COMPANY DEFINITIONS

The following words have special meaning in policies issued by Erie Insurance Property & Casualty Company when they appear in bold type:

- "We", "us" or "our" means the Erie Insurance Property & Casualty Company.
- "You", "your" or "Named Insured" means the person(s) named on the **Declarations** under **Named Insured**. Except in the GENERAL POLICY CONDITIONS Section, these words include **your** spouse if a **resident** of the same household.

## WHEN AND WHERE THIS POLICY APPLIES

This policy applies to losses that occur during the policy period. The policy period is shown on the **Declarations**. Unless otherwise specified on the **Declarations**, the policy period begins and ends at 12:01 A.M., Standard Time at the stated address of the **Named Insured**.

*Property Protection -- Section I.* This policy applies to property losses as designated in the specific coverage

and at the location(s) insured under this policy. In addition, personal property is covered while located anywhere in the world.

*Home and Family Liability Protection -- Section II.* This policy applies to **bodily injury, property damage and personal injury** losses occurring anywhere in the world.

# PROPERTY PROTECTION -- SECTION I

## DWELLING COVERAGE

### OUR PROMISE

We will pay for loss to:

1. **Your** dwelling at the **residence premises** shown on the **Declarations**. Dwelling includes attached structures, and building equipment and fixtures servicing the premises.
2. Construction material at the **residence premises** for use in connection with **your** dwelling.

This coverage does not apply to land and water, including natural water, above or below the surface of the ground.

## OTHER STRUCTURES COVERAGE

### OUR PROMISE

We will pay for loss to:

1. Other structures at the **residence premises** separated from the dwelling, including garages, fences, shelters, tool sheds or carports.  
Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.
2. Construction material at the **residence premises** for use in connection with **your** other structures.

We do not pay for loss to structures:

1. used in whole or in part for **business** purposes (except rental or holding for rental of structures used for private garage purposes); or
2. used to store **business** property. However, if the **business** property is solely owned by **anyone we protect**, we do provide coverage for the structure. The **business** property may not include gaseous or liquid fuel, unless the fuel is in a fuel tank that is permanently installed in a vehicle or craft which is parked or stored in the structure.

This coverage does not apply to land and water, including natural water, above or below the surface of the ground.

## PERSONAL PROPERTY COVERAGE

### OUR PROMISE

We will pay for loss to:

1. Personal property owned or used by **anyone we protect** anywhere in the world.
2. At **your** option, personal property owned by others while the property is on **your residence premises**.
3. At **your** option, personal property of:
  - a. guests and **residence employees** while the property is in a residence occupied by **anyone we protect**;

- b. **residence employees** away from the **residence premises** while actually engaged in the service of **anyone we protect**. X
4. At **your** option, building additions, alterations, fixtures, improvements or installations made, or acquired at **your** expense, by **you** to residences occupied by, but not owned by **you**, for an amount not exceeding 10% of the amount of insurance under this coverage. Payment will not increase the applicable amount of insurance under this policy. X
5. Cemetery property, including monuments, headstones, gravemarkers, and urns.
6. Animals, birds and fish, but only while on the **residence premises**, for the following perils to the extent covered under *Perils We Insure Against*: fire or lightning, windstorm or hail, explosion, sonic boom, riot or civil commotion, **aircraft**, vehicles, smoke and vandalism or malicious mischief. X
7. Electronic apparatus and equipment: X
  - a. while in or upon a motor vehicle or other motorized land conveyance; and
  - b. if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Electronic apparatus includes cellular phones, fax machines, radios, tape and disc players, and similar equipment or devices for the recording, reproduction, receiving, or transmitting of sound or pictures. Electronic apparatus also includes accessories used in conjunction with such apparatus, including antennas, tapes, wires, records, discs or other media.

When there is loss of tapes, compact discs or similar media by theft from a motor vehicle or other motorized land conveyance, we will pay up to \$150 for the tapes, compact discs or similar media.

We do not pay for loss to:

1. Land motor vehicles and parts.
  - a. We do cover vehicles not subject to motor vehicle registration which are:
    - 1) Designed to assist the handicapped; or
    - 2) Used solely to service the **residence premises**.
2. **Aircraft** and parts.
3. Electronic apparatus and equipment which is solely powered from the electrical system of motor vehicles or any other motorized land conveyances.
4. Property rented or held for rental to others away from the **residence premises**.
5. Property of roomers, boarders or tenants not related to **anyone we protect**.
6. Any of the following:
  - a. Books of account, drawings, or other paper records containing **business** data;
  - b. Electronic data processing tapes, wires, records, discs, or other software media containing **business** data. This includes **business** data stored in computers and related equipment.

However, we do cover the cost of unexposed or blank records or media.

7. Radar detectors.
8. Property specifically insured by this or any other insurance.

9. Except as provided under *Special Limits -- Personal Property*, property pertaining to a **business** conducted away from the **residence premises** unless at the time of loss such property is on the **residence premises**. However, **we** do not cover such property on the **residence premises** while it is stored, held as samples, or held for sale or delivery after sale.
10. Land and water, including natural water, above or below the surface of the ground.

10% of  
Personal  
Property  
Coverage  
(but not less  
than \$2000)

•Personal property usually situated at any residence owned or occupied by **anyone we protect** other than a **residence premises**. Personal property in a newly-acquired principal residence is not subject to this limitation for the 30 days immediately after **you** begin to move property there.

X

## SPECIAL LIMITS -- PERSONAL PROPERTY

Limitations apply to the following personal property. These limits do not increase the amount of insurance under *Personal Property Coverage*:

| Total Amount of Insurance In Any One Loss | Description of Personal Property Subject to Limitations  |
|---|--|
| \$500                                     | •Animals, birds and fish   |
| X \$500                                   | •Money, travelers checks, stored value cards, bank notes, bullion, numismatic property, gold other than goldware or gold-plated ware, silver other than silverware or silver-plated ware, and platinum other than platinumware |
| \$1000                                    | • <i>Theft</i> , misplacing or losing of trading cards, including sports cards   |
| X \$2000                                  | •Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, stamps and philatelic property   |
| X \$2000                                  | •Trailers and campers not otherwise insured, whether licensed or not   |
| X \$2000                                  | •Watercraft, including their trailers, whether licensed or not, furnishings, equipment and outboard motors   |
| X \$2000                                  | •Manuscripts   |
| \$2500                                    | •Property pertaining to a <b>business</b> actually conducted on the <b>residence premises</b> , including property in storage, held as samples, or held for sale or delivery after sale  |
| \$500                                     | • <b>Business</b> property away from the <b>residence premises</b> , regardless of whether the <b>business</b> is conducted on or away from the <b>residence premises</b>  |
| X \$3000                                  | • <i>Theft</i> , misplacing or losing of guns and related equipment.   |
| X \$3000                                  | • <i>Theft</i> , misplacing or losing of jewelry, watches, furs, precious and semi-precious stones   |
| X \$3000                                  | • <i>Theft</i> , misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware and pewterware   |

## LOSS OF USE COVERAGE

### OUR PROMISE

If an insured property loss makes **your residence premises** uninhabitable, **we** will pay all reasonable additional living expenses while **you** and members of **your** household reside elsewhere.

Payment shall be for the shortest time required to repair or replace the premises or, if **you** choose, for **you** to permanently relocate.

These payments will not exceed a 12 month period.

**We** will also pay for **your** loss of normal rents resulting from the loss, less charges and expenses which do not continue while the rented part of the **residence premises** is uninhabitable. **We** will pay this loss of normal rents only until the rented part is habitable.

If a loss from a peril covered under *Perils We Insure Against* occurs at a neighboring premises, **we** will pay additional living expenses and loss of normal rents for up to two weeks should civil authorities prohibit **you** from occupying **your** premises.

These periods of time are not limited by the expiration of this policy.

No deductible applies to this coverage.

**We** will not pay for loss or expense due to the cancellation of any lease or agreement.

This coverage also applies to a loss at a covered secondary location.

## PERILS WE INSURE AGAINST

**We** pay for direct physical loss to property insured under the *Dwelling, Other Structures* and *Personal Property Coverages*, except as excluded or limited herein.

## WHAT WE DO NOT COVER -- EXCLUSIONS

Under the *Dwelling, Other Structures* and *Personal Property Coverages*:

**We** do not pay for loss resulting directly or indirectly from any of the following, even if other events or happenings contributed concurrently, or in sequence, to the loss:

1. by collapse, other than as provided in *What We Also Pay, (2) Collapse*.

2. caused by freezing by temperature reduction of a plumbing, heating, air conditioning, gutters and drain spouts, or fire protective system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed.

There is coverage if **you** have used reasonable care to:

- a. maintain heat in the building; or
  - b. shut off the water supply and drain the system or appliances of water.
3. by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, deck, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.
  4. caused by constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning, or fire protective system, or a household appliance.

However, there is coverage if the loss is sudden and accidental.

5. caused by:
  - a. termites, vermin, insects, rodents, birds (except glass breakage), skunks, raccoons, spiders or reptiles;
  - b. mechanical breakdown, deterioration, wear and tear, marring, inherent vice, latent defect, tree roots, rust, smog; wet or dry rot, mold, fungus or spores;
  - c. the discharge, disposal, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
  - d. smoke, unless the loss is sudden and accidental. Smoke from agricultural smudging or industrial operations is not covered even if the loss is sudden and accidental;
  - e. bulging, cracking, expansion, settling or shrinking in ceilings, foundations, floors, patios, decks, pavements, roofs or walls.

If a. through e. cause water damage not otherwise excluded, from a plumbing, heating, air conditioning, or fire protective system, household appliance, waterbed or aquarium, **we** cover loss caused by the water. Coverage includes the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. This does not include loss to the defective system or appliance (other than a waterbed or aquarium) from which the water escaped.

6. caused by animals or birds kept by **anyone we protect** or kept by a **residence employee of anyone we protect**.
7. by theft of property from within a dwelling under construction unless that property has become a part of the building, or of materials and supplies for use in the construction until the dwelling is completed and occupied.

Under items 1. through 7. any ensuing loss not excluded is covered.

8. by earth movement, due to natural or manmade events, meaning earthquake, including land shock

waves, or tremors before, during, or after a volcanic eruption, mine subsidence, sinkhole, landslide, mudslide, mud flow, earth sinking, rising, or shifting. Direct loss by fire, explosion, sonic boom, theft or breakage of glass resulting from earth movement, mine subsidence, sinkhole, landslide, mudslide, mud flow, earth sinking, rising or shifting is covered.

9. by water damage, meaning:
  - a. flood, surface water, waves, tides, tidal water or overflow of a body of water. **We** do not cover spray from any of these, whether or not driven by wind;
  - b. water or sewage which backs up through sewers or drains or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
  - c. water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of a building or other structure, including sidewalks, driveways, foundations, pavements, patios, swimming pools or decks.

**We** do pay for direct loss that follows, caused by fire, explosion, sonic boom or theft.

10. by power interruption if the interruption takes place away from the **residence premises**. However, **we** will pay for loss to the contents of refrigerator or freezer units on the **residence premises**, from either power or mechanical failure (other than contents used for **business** purposes). If a loss from a peril covered under *Perils We Insure Against* happens on the **residence premises** as a result of a power interruption off premises **we** will cover only loss caused by that peril. **We** will pay for loss caused by a power interruption occurring on the **residence premises**.
11. by war, whether declared or undeclared, discharge of a nuclear weapon (even if accidental), hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, including action taken by governmental authority in defending against such an **occurrence**.
12. by nuclear action or radiation or radioactive contamination, however caused. Nuclear action includes nuclear reaction, discharge, radiation or radioactive contamination, whether manmade or occurring naturally.

Loss caused by nuclear action is not considered loss by fire, explosion, sonic boom or smoke.

If loss by fire results, **we** will pay for that resulting loss.

13. by radon gas contamination.
14. by the enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. **We** do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by a peril covered under *Perils We Insure Against*.
15. by neglect of **anyone we protect** to use all reasonable means to protect covered property at and after the time of loss or when property is threatened by a peril covered under *Perils We Insure Against*.
16. by intentional loss, meaning any loss arising from an act committed by or at the direction of **anyone we protect** with the intent to cause a loss.

X

X

X

17. by acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
18. by the destruction, confiscation or seizure of property by order of any governmental or civil authority. **We do cover loss caused by actions of governmental or civil authorities to prevent the spread of a fire caused by a peril covered under *Perils We Insure Against*.**
19. by the inability to correctly process, recognize, distinguish, interpret or accept any date or time for loss or damage to electronic data processing equipment, computer networks, computer hardware (including microprocessors either as part of a computer system or operating outside of a system), computer programs, software, media or data.

**We will not pay for:**

- a. any repair, restoration, replacement or modification to correct any deficiencies or change any features or functions; or
- b. loss or damage, regardless of when the electronic data processing equipment, computer hardware, computer programs, software, media or data were purchased, obtained or installed.

Under the *Dwelling Coverage and Other Structures Coverage*:

**We do not pay for loss:**

1. by weather conditions if any peril excluded by this policy contributes to the loss in any way.
2. caused by, resulting from, contributed to or aggravated by faulty or inadequate
  - a. planning, zoning, development;
  - b. design, development of specifications, workmanship, construction;
  - c. materials used in construction; or
  - d. maintenance;

of property whether on or off the **residence premises** by any person, group, organization, or governmental body.

Under the *Personal Property Coverage*:

**We do not pay for loss:**

1. caused solely by breakage of eyeglasses, glassware, statuary, marble, bronzes, bric-a-brac, porcelains, jewelry, watches, cameras, photographic lenses and similar fragile articles. There is coverage for breakage of the property by or resulting from fire, lightning, windstorm, hail, explosion, sonic boom, riot or civil commotion, **aircraft**, vehicles, smoke (unless caused by agricultural smudging or industrial operations), vandalism or malicious mischief, theft including attempted theft, water unless otherwise excluded, and sudden and accidental tearing apart, cracking, burning or bulging of a steam, hot water or air conditioning system.
2. by dampness of atmosphere or extremes of temperature unless the loss is directly caused by rain, snow, sleet or hail.
3. by damage to property (other than jewelry, watches and furs) being refinished, renovated or repaired.
4. by collision (other than collision with a land vehicle), sinking, swamping or stranding of watercraft including their trailers, furnishings, equipment and outboard motors.

5. by seizure, destruction or confiscation by order of any government or public authority.
6. by theft while at another dwelling or adjacent structures owned by, rented to, or occupied by **anyone we protect** unless **anyone we protect** is temporarily residing there.

X

Property of a student **we protect** is covered while at a residence away from home. This coverage is not subject to the 10% of *Personal Property Coverage* limit under *Special Limits - Personal Property*.

X

Theft losses must be promptly reported to **us** and to the police.

## WHAT WE ALSO PAY

### (1) AUTOMATIC GARAGE DOOR OPENER

**We will pay up to \$500 for loss to personal property, including the garage door, at the residence premises resulting from the use or malfunction of an automatic garage door opener.**

X

### (2) COLLAPSE

**We will pay for direct physical loss to insured property involving collapse of a building or any part of a building. Collapse means the sudden caving in or falling down of a building or part of a building. Collapse of a building, or part of a building must result in the inability of that property to be used for its current intended purpose.**

Collapse does not include:

1. a building or part of a building that is in danger of collapsing;
2. a building or part of a building that is standing even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, expansion; or
3. part of a building still standing but is no longer attached to another part of the building.

Loss to insured property involving collapse of a building or any part of a building must be caused only by one or more of the following:

1. fire or lightning, windstorm or hail, explosion, sonic boom, riot or civil commotion, **aircraft**, vehicles, vandalism or malicious mischief, breakage of glass, falling objects, or weight of ice, snow or sleet;
2. hidden decay, or hidden insect or vermin damage not known to **anyone we protect** prior to the collapse;
3. weight of people, animals, contents or equipment;
4. weight of rain which collects on a roof;
5. use of defective materials or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**We will not be liable for loss under 2., 3., 4. or 5. above to the following property unless the loss is a direct result of the collapse of a building or any part of a building:**

Cloth awning, fences, pavements, patios, swimming pools, decks, underground pipes, flues, drains, cesspools, septic tanks, foundations, retaining walls, bulkheads, piers, wharves or docks.

X

Payment will not increase the amount of insurance applying to the loss.

### (3) CREDIT CARD, CHARGE PLATE, CHECK FORGERY AND COUNTERFEIT MONEY PROTECTION

- X We will pay up to \$2500 for the legal obligation of **anyone we protect** to pay because of theft, forgery or unauthorized use of any credit or fund transfer card, charge plate, check or negotiable instrument issued to or registered in the name of **anyone we protect**. We will also pay for loss each time **anyone we protect** unknowingly accepts counterfeit money.

No deductible applies to this coverage. We require evidence of loss.

We will not pay for:

1. loss arising from any **business**;
2. loss arising from **anyone we protect**.

When loss is discovered, **anyone we protect** must give us immediate notice. If the loss involves a credit or fund transfer card or charge plate, **anyone we protect** must also give immediate notice to the issuer of the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

- X If a loss occurring during the policy period is discovered within a year after the policy has been cancelled, we will pay for the loss. If a prior loss is discovered during the policy period and no other insurance applies, we will pay for the loss. We have the right to investigate and settle any claim or suit before making payment. Full payment of the amount of insurance ends our obligation under each claim or suit.

Repeated losses caused by or involving one person are to be considered one loss.

If a claim is made or suit is brought against **anyone we protect** for liability under the *Credit Card or Charge Plate Protection*, we will provide a defense. The defense will be at our expense, with a lawyer we choose.

We have the option under the *Check Forgery Protection* to defend at our expense **anyone we protect** or their bank against a suit for the enforcement of payment.

### (4) DEBRIS REMOVAL AFTER LOSS

We will pay the expense for removal of:

1. debris of covered property following loss under *Perils We Insure Against*;
2. ash, dust or particles from volcanic eruption that has caused direct loss to a building or property within a building; or
3. fallen trees which cause damage to covered property, provided coverage is not afforded elsewhere by this policy.

If the amount of insurance applying to the loss is exhausted, we will pay up to an additional 5% of the amount of insurance applying to the damaged property for removal of debris.

We will also pay up to \$1000 per **occurrence** with a limit of \$500 per tree for the removal of fallen trees on the **residence premises** if loss is caused by windstorm, hail or weight of ice, snow or sleet even when covered property is not damaged.

### (5) EMERGENCY REMOVAL OF PROPERTY

We will pay for property damaged in any way while removed from **your residence premises** because of danger from an insured peril. Coverage is limited to a 30-day period from date of removal. Payment will not increase the amount of insurance applying to the loss.

### (6) FIRE DEPARTMENT SERVICE CHARGES

We will pay all reasonable fire department service charges to save or protect insured property. Payment is in addition to the amount of insurance applying to the loss. X

No deductible applies to this coverage.

### (7) FIRE EXTINGUISHER RECHARGE

We will pay expenses incurred to recharge portable fire extinguishers after they are used to fight a fire. X

No deductible applies to this coverage.

### (8) LOCK REPLACEMENT AFTER LOSS

At **your** request, we will pay up to \$250 to replace keys and locks to the exterior doors of the **residence premises**, as well as keys and locks to **your** other property (autos, boats, etc.), if the keys are stolen during a theft loss. This coverage does not apply to keys and locks pertaining to **business** property. X

We will pay for replacement of automatic garage door transmitters when a transmitter has been stolen. Coverage is also provided for the cost to reprogram the frequency on additional transmitters and/or the control unit box. X

No deductible applies to this coverage.

### (9) LOSS ASSESSMENT

(Applicable to Section I and Section II - Personal Liability Coverage Only)

We will reimburse **you** for an assessment charged against **you** as owner or tenant of the **residence premises** by an association or corporation of property owners, minus any other valid and collectible insurance available to the association or corporation covering the same assessment. Under *Property Protection - Section I*, the assessment must result from a direct loss to property, owned by all the property owners collectively, caused by any of the *Perils We Insure Against*. Under *Section II - Personal Liability Coverage Only*, the assessment must result from an **occurrence** covered under this policy.

Unless otherwise shown on the **Declarations**, our amount of insurance for this protection is \$5000 per assessment. X



















### (11) SURVIVORS' COVERAGE

If **you** die, the policy will cover:

1. **anyone we protect** who is a member of **your** household at the time of **your** death, but only while a **resident** of the **residence premises**;
2. anyone having lawful possession of insured property until a representative is appointed, but only until the end of the policy period during which **your** death occurs;

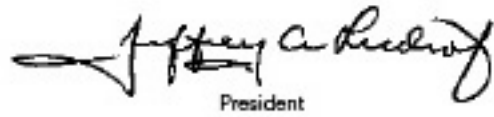
3. **your** legal representative, but only while performing duties as **your** representative and only until the end of the policy period during which **your** death occurs.

### (12) TIME OF INCEPTION

If this policy replaces coverage in other policies which end on the inception date of this policy, but at a different time, then this policy will take effect when the other coverage ends.

This policy has been signed on **our** behalf at Erie, Pennsylvania by **our** President and Secretary. If required by law, it has been countersigned on the **Declarations** by **our** authorized Agent.

  
Secretary

  
President



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