



SPECIAL PROVISIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE C - PERSONAL PROPERTY - PROPERTY NOT COVERED

Item 4. is deleted and replaced by the following:

4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

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

- a. used solely to service the Described Location;
or
- b. designed for assisting the handicapped;

GENERAL EXCLUSIONS

1. Ordinance or Law is deleted and replaced by the following:
 1. Ordinance or Law, meaning enforcement of any ordinance or law:
 - a. requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris;
 - b. the requirements of which result in a loss in value to property; or
 - c. requiring you 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.

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Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

4. Power Failure is deleted and replaced by the following:
 4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss to covered property at the described location from a peril insured against, we will pay for the loss or damage caused by that peril insured against.

CONDITIONS

3. Concealment or Fraud is deleted and replaced by the following:
 3. Concealment or Fraud. The entire policy shall be void if, whether before or after a loss, any insured under this policy has:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
4. Your Duties After Loss is deleted and replaced by the following:
 4. Your Duties After Loss. In case of a loss to covered property, you must see that the following are done:
 - a. give prompt notice to us;
 - b. (1) protect the property from further damage;
(2) make reasonable and necessary repairs to protect the property; and
(3) keep an accurate record of repair expenses;

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- c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath at a place and time designated by us, while not in the presence of any other named insured, and sign the same.
 - e. submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of you and all others in the property involved and all encumbrances on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) an actual cash value inventory of damaged personal property described in 4c;
 - (7) records supporting the fair rental value loss.
 - f. Upon issuance of either a final payment or; a letter of denial, you have a 60 day period in which you must commence active repairs to the property.
8. Appraisal is deleted and replaced by the following::
8. Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and disinterested umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of the agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. pay its own appraiser; and

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- b. bear the other expense of the appraisal and umpire equally.
12. Our Option is deleted and replaced by the following:
12. Our Option. If we give you written notice within fifteen (15) days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.
17. Cancellation is deleted and replaced by the following:
17. Cancellation.
- a. You may cancel this policy at any time by returning it to us by notifying us in writing of the date cancellation is to take effect.
 - b. We may cancel this policy by notifying you in writing at least five days before the date of cancellation takes effect. This cancellation may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proofs of mailing shall be sufficient proof of notice.
 - c. If you are an owner-occupant of the dwelling insured or the policy covers only household furniture in private living quarters: We may cancel this policy for only the reasons stated in this condition.
- (13) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying the insured named in the Declarations at least 30 days before the cancellation takes effect.
- (2) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons by notifying the insured named in the Declarations at least 30 days prior to the proposed cancellation date:
- (a) this policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;
 - (b) there has been a substantial change or increase in hazard in the risk assumed by us subsequent to the date the policy was issued;
 - (c) there is a substantial increase in hazard insured against by reason of willful or negligent acts or omissions by the insured;
 - (d) the insured has failed to pay the premium by the due date, and/or complete a renewal application;
 - (e) for any other reason approved by the Pennsylvania Insurance Commissioner.

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This provision shall not apply if the named insured has demonstrated by some overt action to us that the insured wishes the policy to be cancelled.

Delivery of such written notice by us to the insured named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent of mailing.

- d. When this policy is cancelled, the premium from the date of cancellation to the expiration date will be refunded. When the policy is cancelled, the return premium will be pro rata.
18. Non-Renewal. is deleted and replaced by the following:
- 18. Non-Renewal. We will not fail to renew this policy except for one of the reasons referred to in the Cancellation Provision of this endorsement. We may refuse to renew for one of the listed reasons by mailing to the insured named in the Declarations at the mailing address shown in the policy or at a forwarding address, written notice at least 30 days prior to the expiration date of this policy.

This provision does not apply if,

- a. we have indicated our willingness to renew and the insured has failed to pay the premium or complete the renewal application by the due date; or
- b. the named insured has indicated to us or the insured's agent of record has indicated that the insured does not wish the policy to be renewed.

Delivery of such written notice by us to the insured named in the Declaration at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

22. Death is deleted and replaced by the following:

22. Death. If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

Insurance under this policy will continue as provided in (1) or (2) below whichever is later:

- (1) For 180 days after your death regardless to the policy period shown in the Declarations, unless your property, covered under the policy at the time of your death, is sold prior to that date; or

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- (2) Until the end of the policy period shown in the Declarations, unless your property, covered under the policy at the time of your death, is sold prior to that date.

Coverage during the period of time after your death is subject to all the provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period;

26. Inspections and Surveys is added as follows:
26. Inspections and Surveys. We have the right but are not obligated to:
- a. make inspections and surveys at any time;
 - b. give you reports on the condition we find;
 - c. recommend changes.

Any inspections, surveys, reports or recommendations we make, relate only to the eligibility and the insurability of your property and to the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- d. are safe or healthful; or
- e. comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar service which make insurance inspections, surveys, reports or recommendations.

All other provisions of this policy apply.

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