# PERILSCAUSES OF LOSS SECTION-COVERAGES A, B, C, AND D
# (PERILS(CAUSES OF LOSS AND REPLACEMENT COST PROVISION)

**(For use in Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk and Westchester Counties)**

This policy insures*We* insure against direct physical loss to covered property caused by the following perils:

1. **Fire or Lightning**.
2. **Windstorm or Hail**-This does not cover loss:
   a. caused directly or indirectly by frost, cold weather, ice (other than hail), snow or sleet, all whether wind driven or not;
   b. to the interior of a building or mobilemanufactured home, or to the property inside, caused by dust, rain, sand, sleet, snow or water, all whether wind driven or not, entering. Loss caused by dust, rain, sand, sleet, snow or water is covered if these elements enter through openings not madean opening in the roof or walls caused by the direct force of wind or hail; or;
   c. b. t
   o watercraft (except rowboats and canoes on the ***insured premises)*** including their trailers, accessories, equipment and outboard motors unless such property is inside a fully enclosed building.
3. **Explosion**.
4. **Riot or Civil Commotion** including direct loss resulting from pillage and looting which occurs during a riot or civil commotion where the riot or civil commotion is taking place.
5. **Aircraft**.
6. **Vehicles** meaning only direct loss from actual physical contact of a vehicle with covered property.
   This does not cover loss to fences, driveways or walks caused by vehicles:
   a. owned or operated by an occupant of the ***insured premises***; or
   b. to fences, driveways or walks.
7. **Sudden and Accidental Damage from Smoke**-This does not cover loss caused by smoke from agricultural smudging, industrial operations or fireplaces.
8. **Vandalism *and* or Malicious Mischief**-This does not cover loss if the ***insured premises*** are vacant for more than 30 consecutive days immediately before the loss. A ***residence*** under construction is not considered vacant.
9. **Glass Breakage**-This covers breakage of glass or other glazing material which is part of a building or mobilemanufactured home. This includes storm doors and windows. ***We*** pay no more than $50100 per ***occurrence***. This does not cover loss if the ***insured premises*** are vacant for more than 30 consecutive days immediately before the loss. A ***residence*** under construction is not considered vacant.
10. **Theft**-This includes attempted theft and loss of property from a known place when it is likely that theft occurred.
    Property is considered as being on the ***insured premises*** while placed for safekeeping in: a bank; trust or safe deposit company; public warehouse; or an occupied ***residence***, condominium unit or apartment not owned, rented or occupied by an ***insured***.
    a. This does not cover:
       1) theft committed by an ***insured****you*;
       2) theft from a premises where a ***residence*** is under construction until the building is completed and occupied;
       3) loss of a precious or semi-precious stone from its setting;
       4) theft from any part of the ***residence***, usually occupied exclusively by an ***insured****you*, while rented to others;
       54) theft from premises which are vacant for more than 30 consecutive days immediately before the loss;
       65) loss resulting from the theft of any ***credit card*** or similar device except as provided under Incidental Property Coverages; or
       76) loss resulting from the theft of a debit card or similar device used for the deposit, withdrawal or transfer of funds except as provided under Incidental Property Coverages.
    b. This does not cover theft of personal property that occurs away from the ***insured premises***.

11. **Sinkhole Collapse**-meaning loss or damage caused by sudden settlement or collapse of the earth supporting the covered property. The earth settlement or collapse must result from subterranean voids created by the action of water on limestone or similar rock formations.

    ***We*** do not pay for the value of land or the cost of filling sinkholes.

12. **Volcanic Action**-meaning direct loss or damage caused by volcanic action, including airborne volcanic blast or shock waves; ash, dust or particulate matter; or lava flow. All volcanic eruptions that occur within any 72 hour period will constitute a single ***occurrence***.

    ***We*** do not cover the removal of ash, dust or particulate matter that does not cause direct physical loss to covered property.

# REPLACEMENT COST PROVISION

(***Our*** liability under this provision is subject to the ***terms*** of **HOW MUCH *WE* PAY FOR LOSS OR CLAIM** in the General Policy Provisions).

1. This provision applies only to covered buildings, including additions and built-in components and fixtures, covered under Coverage A—Residence and Coverage B—Related Private Structures on the Premises. The building must have a permanent foundation and roof. This provision does not apply to:
   a. domestic appliances;
   b. ~~carpeting,~~ curtains and drapes~~, all whether or not permanently installed~~;
   c. detachable building items including screens, awnings, storm doors and windows, and window air conditioners; or
   d. outdoor structures (other than buildings) which are not permanent components or fixtures of a building. These include (but are not limited to) swimming pools, fences, paved areas, submersible pumps and sump pumps.
2. If the ~~limit~~amount of ~~liability~~insurance on the damaged building is less than 80 percent of its replacement cost at the time of loss, ***we*** pay the larger of the following (in excess of the deductible):
   a. actual cash value of the damaged part of the building; or
   b. that proportion of the replacement cost of the damaged part which ***our*** ~~limit~~amount of ~~liability~~insurance on the building bears to 80 percent of the full current replacement cost of the building.
3. If the policy indicates that Residence Replacement Cost Coverage applies (see Declarations Page or Endorsement) and ~~if~~ the ~~limit~~amount of ~~liability~~insurance on the damaged building is at least 80 percent of its replacement cost at the time of loss, ***we*** pay the full cost of repair or replacement of the damaged part without deduction for depreciation. ***We*** pay the smallest of the following amounts:
   a. the ~~limit~~amount of ~~liability~~insurance applicable to the building;
   b. the cost (in excess of the deductible) to repair or replace the damage on the same premises using materials of equivalent kind and quality, to the extent practicable; or
   c. the amount (in excess of the deductible) actually and necessarily spent to repair or replace the damage.
4. When the cost to repair or replace exceeds the lesser of $1,000 or 5 percent of the applicable ~~limit of liability~~amount of insurance on the damaged building, ***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 loss.